

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 15th day of December, 2011, by and between the City of Madeira Beach, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and SHANE B. CRAWFORD, hereinafter called "Manager," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V of the City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the Board of Commissioners of the City of Madeira Beach hereinafter called "Commission;" and

WHEREAS, the Commission selected Manager at a public meeting on November 22, 2011 and desires to employ the services of SHANE B. CRAWFORD as City Manager of the City of Madeira Beach as provided within the City Charter; and

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager; and

WHEREAS, it is the desire of the Commission 1) to retain the services of SHANE B. CRAWFORD as Manager and to provide inducement for him to remain in such employment, 2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Manager, and 4) to provide a just means for terminating Manager's services; and

WHEREAS, SHANE B. CRAWFORD desires to serve as City Manager of City; and

WHEREAS, Article V, Section 5.1 of the City Charter requires residency within the City limits and also provides for the Commission to grant a waiver of such requirement, the Commission hereby grants Manager a waiver; and

WHEREAS, the Commission and Manager have mutually negotiated and agreed to the terms of this agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES.

City hereby agrees to employ Manager to perform the duties specified in Article V, Section 5.4 of the City Charter and to perform other legally permissible and proper duties and functions as Commission may from time to time assign.

SECTION 2. TERM AND EFFECTIVE DATE.

A. City and Manager agree to the exclusive employment of Manager, which shall continue uninterrupted, in accordance with the provisions of this Agreement unless terminated or resigned pursuant to Sections 7 and 8, respectively herein.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Commission to terminate the services of Manager at any time, subject to the provisions set forth in Article V, Section 5.2 of the City Charter and Section 7 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Manager to voluntarily resign at any time from his position with City, in accordance with the provisions set forth in Section 8 of this Agreement.

D. This agreement shall take effect upon approval by Commission and the date first entered above. Manager shall report to work no later than January 16, 2012, which shall be considered the date of employment.

E. Effective date of this agreement is January 16, 2012

SECTION 3. SALARY.

A. City agrees to pay Manager an annual base salary of One Hundred Seventeen Thousand Dollars (\$117,000.00), payable in accordance with the City's payroll procedures.

B. In addition, City agrees to increase the base salary and/or benefits of Manager in such amounts and to such extent as Commission may determine it is desirable to do so upon the basis of an annual review of Manager's salary.
(See Section 9).

SECTION 4. BENEFITS.

A. Manager shall receive all benefits provided to City employees, as defined in the City's Personnel Rules and Regulations, except as they may be amended by the terms and conditions of this Agreement.

B. Manager shall be provided annual vacation leave equal to twenty (20) workdays per calendar year, accrued on the date of employment. After three (3) years of employment, annual vacation leave shall be increased to twenty-five (25) workdays per calendar year, accrued on the anniversary of the date of employment. After five years of employment, annual vacation leave shall be increased to thirty (30) workdays per calendar year. Accrual of vacation leave shall be in accordance with City Personnel Policies and Procedures, Article VI, Section 602.

C. City agrees to provide and ensure continuous coverage of health, dental, and vision disability and life insurance for Manager from the date of employment or a date as otherwise specified within the City's Personnel Rules and Regulations; as follows:

1. City shall pay one hundred percent (100%) of health, dental and vision insurance premiums for Manager through August 30, 2012. As of September 1, 2012, the City shall pay one hundred percent (100%) of health, dental and vision insurance for Manager and his dependents.

2. City shall pay one hundred percent (100%) of long-term disability premium for Manager.

3. City shall pay one hundred percent (100%) of term life insurance policy premium for coverage equal to one times Manager's annual salary.

D. Manager shall be provided sick leave equal to twelve (12) workdays per calendar year accrued on date of employment and each anniversary date thereafter. Manager shall be entitled to "carry-over" unused sick leave without an accrual limit.

E. City shall provide to Manager a vehicle allowance in the amount of \$500 per month to purchase, maintain and insure said vehicle.

SECTION 5. RETIREMENT.

A. City shall annually contribute twelve percent (12%) of Manager's base salary into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401[a]) Plan. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership.

B. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401[a]) Plan referenced above, City agrees to execute all necessary agreements provided by ICMA-RC for Manager to continue participation in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

SECTION 6. PROFESSIONAL DEVELOPMENT.

A. City shall budget and pay for professional dues, subscriptions and certifications necessary for Manager's continuation and full participation in national, state and local associations and organizations, including the International City/County Management Association (ICMA).

B. City hereby agrees to budget and pay for the registrations, travel and subsistence expenses of Manager for professional and official travel, conferences and seminars, including one national and one state conference per year. These expenses shall be capped at \$3,000.00 per year.

SECTION 7. SUSPENSION, TERMINATION, SEVERANCE CONDITIONS.

A. The procedures established within Article V, Section 5.2 of the City Charter shall govern the process Commission may invoke to suspend or remove (terminate) Manager from office.

B. In the event Manager is terminated by a majority vote of Commission at any time after the date of employment, Manager is entitled to and shall receive:

1. Payment at the exit salary rate for value of any and all accrued annual vacation leave established and available at the time of termination; AND
2. Other eligible benefits accrued to the date of termination, payable at the exit salary rate, including twenty-five percent (25%) of any and all accrued sick leave established and available at the time of termination; AND
3. If terminated by a majority vote of Commission severance pay equal to 20 weeks of Manager's annual exit salary rate, paid biweekly as payroll or in multiple installments or in one lump sum payment, at the terminated Manager's discretion.

C. City hereby authorizes and directs that payments made pursuant to the terms and conditions stated herein shall be made without further approvals being requested or required.

D. City health, dental and vision, disability and life insurance benefits, which are provided to Manager pursuant to this agreement and the City's Personnel Rules and Regulations shall continue to be provided at the same terms and rates provided herein for the 20 weeks severance duration.

E. In the event of termination, City shall continue to make retirement contributions into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401[a]) Plan as outlined in Section 5.A. of this Agreement for the 20 week severance duration.

F. In the event Manager resigns following any formal or informal action of the City Commission requesting that he resign or dismissing him from his employment with the City, then in that event Manager may at his option be deemed to be "terminated" within the meaning and context of the severance provisions of this Section. Manager may elect to treat as termination of his employment by the City, within the meaning of this Section of the Agreement, any other action of Commission which eliminates or

reduces benefits to which Manager is entitled under this Agreement, the City Charter or the City Code of Ordinances or the role of Manager as defined within the City Charter, in a greater percentage than an applicable across-the-board reduction for other executive/managerial personnel of the City or whose purpose is to induce Manager to resign employment with the City.

G. In the event Manager is terminated by Commission for conviction of a felony, the City shall have no obligation to pay the severance sums stipulated in Section 7.

SECTION 8. RESIGNATION.

In the event Manager voluntarily resigns his position with City, then Manager shall give the City sixty (60) days advance written notice, unless Commission approves shorter notice. In the event of voluntary resignation, the City agrees to pay Manager all accrued and inured benefits, including vacation and twenty five percent (25%) sick leave, and agrees to allow continuation of any and all insurance coverages, in accordance with federal, state and/or local regulations.

SECTION 9. PERFORMANCE EVALUATION.

Commission shall review the performance of Manager at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager.

SECTION 10. OTHER TERMS AND CONDITIONS.

A. In the event of Manager's death while serving in capacity of this Agreement, City obligations shall terminate except for transfer of balances in Manager's retirement accounts, deferred compensation accounts, insurance and all eligible accrued leave, salary and other benefits paid in accordance with this Agreement to his designated beneficiary(s).

B. City shall pay for a blanket bond and liability insurance policy that protects Manager from damages and liability on actions or omissions occurring in the performance of job responsibilities and duties.

C. City shall pay Manager five thousand dollars (\$5,000.00) for relocation expenses. Should the Manager resign his position with City within two years of the effective date of this Agreement he shall repay city the relocation allowance prorated on the following basis:

- i. Resignation within 180 days – reimburse all.
- ii. Resignation within 365 days – reimburse 75%.
- iii. Resignation within 545 days – reimburse 50%.
- iv. Resignation within 730 days – reimburse 25%.

D. The text herein shall constitute the entire Agreement between the parties.

E. This Agreement has been negotiated and drafted by both City and Manager and shall not be more strictly construed against either party.

F. This Agreement may not be amended except by written Agreement by and between City and Manager.

G. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Madeira Beach has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF MADEIRA BEACH, FLORIDA AND SHANE B. CRAWFORD, AS CITY MANAGER:

APPROVED AS TO LEGAL FORM:



Thomas J. Trask
City Attorney

CITY OF MADEIRA BEACH



Travis Palladeno
Mayor

ATTEST:



Ginger Stilton
City Clerk

Witness:

Signature

Signature

Witness:

Signature

Signature

CITY MANAGER

 12/15/11

SHANE B. CRAWFORD