

**EMPLOYMENT CONTRACT
CITY MANAGER
CITY OF PINELLAS PARK**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Pinellas Park, Florida, hereinafter called "Employer," as party of the first part, and Bart P. Diebold, hereinafter called "Employee," as party of the second part, both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, Employer desires to employ the services of said Bart P. Diebold as City Manager of the City of Pinellas Park, as provided by the City Charter of the City of Pinellas Park; and

WHEREAS, it is the desire of the City Council, hereinafter called "Council" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee'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 Employee, and (4) to provide a just means for terminating Employee's services; and

WHEREAS, Employee desires employment as the City Manager of the City of Pinellas Park, Florida.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Bart P. Diebold as City Manager of said Employer. Employee shall perform the functions and duties specified in the City Manager job description, as well as in the State of Florida Statutes, the City Charter of the City of Pinellas Park, Florida, and other legally permissible and proper duties and functions as the Council may from time to time assign.

Section 2. Term

- A. The term of this Agreement is indefinite subject to the terms and conditions herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any

time, subject to the provisions set forth in Section 4, paragraphs A, B, and C, of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

Section 3. Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement pending further proceedings, or pursuant to disciplinary action.

Section 4. Termination, Severance Pay and Benefits

- A. City Council may, by a majority vote of the total members that constitute City Council, terminate the Employee's employment as City Manager.
- B. Upon involuntary termination of the Employee as City Manager without cause, the Employee shall be entitled to severance pay and benefits as follows:
 - 1. Severance pay equal to twenty (20) weeks' salary. For purposes of determining the amount of severance pay, the amount of the monthly salary shall be calculated as of the effective date of termination from employment with the Employer. As used herein, the term "salary" shall mean only the Employee's base salary, and shall not include sick leave pay, vacation pay, pension benefits, deferred compensation contribution, health insurance premiums, or other benefits.
 - 2. A lump sum dollar amount equal to the amount that the Employer would have contributed toward the Employee's group health and life insurance benefit plans (excluding the Employer-provided line of duty AD&D policy) during a twenty (20) week period. The dollar amount payable shall be set as of the day prior to the date of termination and shall not be adjusted for actual or projected future increases in health or life insurance plan costs. This amount shall be paid as ordinary income, and shall be payable even if the Employee chooses not to exercise any or all health plan continuation rights or if he subsequently becomes ineligible to remain in any or all Employer-sponsored group benefit plans. All administrative fees and health insurance premium payments shall become the responsibility of the Employee or his qualified beneficiaries upon his termination. The right to continued participation in the Employer's group

insurance programs shall be determined solely by the insurance plan documents in effect at the time of termination; this Agreement confers no rights to, or guarantees of, continued coverage.

3. Accrued but unpaid salary and accrued but unpaid automobile allowance.
 4. A lump sum dollar amount equal to his hourly rate of pay times his accrued balances of vacation and sick leave as of the date of his termination. Accrual of vacation and sick leave shall cease effective the date of the Employee's termination.
- C. Upon involuntary termination of the Employee as City Manager for cause, or in the event the Employee voluntarily resigns his position as City Manager, the Employee shall be entitled only to accrued but unpaid salary, accrued but unpaid automobile allowance and a lump sum dollar amount equal to his hourly rate of pay times his accrued balances of vacation and sick leave. Accrual of vacation and sick leave shall cease effective the date of the Employee's termination.
- D. As used herein, the term "termination without cause" shall mean involuntary termination from employment with the Employer by City Council for a reason other than a material (1) violation of law, (2) failure to competently perform the duties required of him by the City Charter or otherwise, (3) misfeasance or malfeasance in the performance of his duties imposed by the City Charter or otherwise, (4) willful or wanton misconduct which adversely affects the interests of the Employer, or (5) physical or mental incapacity, for which no reasonable accommodation can be made, which renders him incapable of competently performing the duties required of him by the City Charter or otherwise.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$186,500 plus an automobile allowance of \$5,000, which shall accrue monthly, payable in equal installments at the same time as the other employees of the Employer are paid. In addition, Employer agrees to adjust said base salary on October 1st of each year. Beginning on October 1, 2022, the Employee shall receive an annual base salary increase of no less than the percentage established for General (non-represented) employees of the Employer. The Employee's base salary and automobile allowance shall not be reduced except as may be determined appropriate by Council for other General employees.

Section 6. Benefits

- A. Employer agrees to provide the Employee with benefits equal to other General employees, as provided for in the City Personnel Rules and Regulations. Such benefits shall include, but are not limited to, vacation, personal days, sick leave, holidays, participation in group insurance plans, short term disability benefits, reimbursement for travel, training and business related expenses, education tuition reimbursement, and professional memberships.
- B. The Employee shall also retain all of those benefits such as, but not limited to, accrued vacation and sick leave, and pension, to which he is entitled by reason of his prior and current employment with the City of Pinellas Park.

Section 7. Performance Evaluation

- A. The Council shall review and evaluate the performance of the Employee during the month of July 2022, and each July thereafter. Said review shall be based on the City Manager job description, assigned duties, and the goals and objectives established in accordance with paragraph B of this Section.
- B. Annually, the Council and Employee shall define such general goals and performance objectives which they determine necessary for the proper operation of the Employer and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Such goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

Section 8. Retirement

The Employee shall retain his right to all benefits earned as a Member of the General Employees' Pension Plan as of the effective date of this Agreement. The Employee shall be entitled to the benefits provided by the plan as such benefits may from time to time be adjusted by Council.

In addition to the payment of base salary and other benefits, the Employer agrees to contribute biweekly, on behalf of the Employee, an amount equal to ten (10) percent of the Employee's then-current base salary into the Employer's deferred compensation plan(s) in proportionate installments. The Employee shall have the right to determine into which plan (or plans) such amounts shall be deposited, and in what increments. If the entire ten (10) percent cannot be deposited into the

Employer's deferred compensation plan(s) due to Internal Revenue Service (IRS) regulations, the Employer will pay the difference between the IRS maximum allowable contribution and the ten (10) percent directly to the Employee as regular income in the first payroll period ending in December of the relevant year.

Section 9. Indemnification

Employer shall defend, hold harmless and indemnify the Employee against criminal and civil actions as set forth in Article 11 and Article 14, Chapter 2, Code of Ordinances of the City of Pinellas Park, Florida.

Section 10 General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective commencing at 12:01 AM on the day following the date on which the current City Manager, Douglas A. Lewis, separates employment from the City of Pinellas Park as its City Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion hereof, shall not be affected and shall remain in full force and effect.

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

Sandra L. Bradbury, Mayor
City of Pinellas Park

Bart P. Diebold
City Manager

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

Diane M. Corna, MMC
City Clerk

James W. Denhardt, Esquire
City Attorney

RESOLUTION NO. 22-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT CONTRACT BETWEEN THE CITY OF PINELLAS PARK AND BART P. DIEBOLD, WHICH AGREEMENT SETS FORTH THE SALARY, BENEFITS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR BART P. DIEBOLD AS CITY MANAGER OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE REPEAL OF ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council has selected Bart P. Diebold as the City Manager (hereinafter the "City Manager") effective as of 12:01 AM on the date after which the current City Manager terminates employment; and

WHEREAS, Bart P. Diebold desires employment with the City of Pinellas Park, Florida as City Manager; and

WHEREAS, City Council wishes to set forth the salary, benefits and terms and conditions of employment for Bart P. Diebold as City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PINELLAS PARK, FLORIDA, AS FOLLOWS:

SECTION ONE: That the City Council of the City of Pinellas Park, Florida authorizes the Mayor to sign the Employment Contract between the City of Pinellas Park, Florida, and Bart P. Diebold, City Manager.

SECTION TWO: That the Employment Contract attached hereto as **Exhibit "A"** and incorporated herein sets forth the full agreement between the City of Pinellas Park, Florida, and Bart

P. Diebold, City Manager, on matters pertaining to salary, automobile allowance, benefits, and terms and conditions of employment.

SECTION THREE: That this resolution shall be in full force and effect immediately after its adoption and approval in the manner provided by law.

ADOPTED THIS _____ DAY OF _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2022.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK