

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of September 2014, by and between the City of Oakland Park, Florida, a municipal corporation, ("CITY") and DAVID HEBERT ("CITY MANAGER"), pursuant to these terms and conditions:

WITNESSETH:

WHEREAS, the City Commission ("COMMISSION"), pursuant to the City Charter and Code of Ordinances has the power of appointment of the City Manager; and

WHEREAS, the Commission has determined that DAVID HEBERT meets the qualification requirements to serve as City Manager and wishes to formalize his August 28th, 2014 appointment as CITY MANAGER of the City of Oakland Park and provide terms and conditions of appointment; and

WHEREAS, DAVID HEBERT wishes to accept appointment as CITY MANAGER of the CITY under the terms and conditions recited herein.

NOW, THEREFORE, the COMMISSION, acting on behalf of and for the benefit of the CITY and CITY MANAGER agree as follows:

1.0 Duties; Commencement Date

- 1.1 CITY MANAGER shall perform the functions and duties specified in Article IV, of the City Charter and other legally permissible and proper duties and functions as required of the office or as directed by the COMMISSION.
- 1.2 CITY MANAGER agrees to perform the duties of CITY MANAGER with care, diligence, skill and expertise.
- 1.3 CITY MANAGER shall commence Performing Duties on or before September 29th, 2014 ("Commencement Date").

2.0 Salary

- 2.1 CITY will pay CITY MANAGER for an annualized base salary of One Hundred Seventy Thousand and 00/100 (\$170,000.00) DOLLARS, payable in equal bi-weekly payments; paid at the same time that other managerial level employees of the CITY are paid.

3.0 Performance Review.

3.1 The COMMISSION will provide the CITY MANAGER with a performance evaluation six (6) months post Commencement Date and second performance evaluation on October 15th, 2015, thereafter annually utilizing a process, form, criteria, and format for the evaluation which shall be agreed upon by the members of the COMMISSION in consultation with the CITY MANAGER.

3.2 In conjunction with any review of performance, the COMMISSION may increase the base salary and/or other benefits of CITY MANAGER in such amounts and to such extent as the COMMISSION may determine is proper.

4.0 Terms of Appointment

4.1 The CITY MANAGER shall serve at the pleasure of the City Commission.

4.2 Nothing in this Agreement shall limit the right of the COMMISSION to terminate the appointment of CITY MANAGER at any time, subject only to the provisions set forth in Section 5.0 of this Agreement.

4.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY MANAGER to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 5.0 of this Agreement.

4.4 The Commission consents to the CITY MANAGER to residing outside the City limits of Oakland Park, for a period of one (1) year from the Commencement Date.

5.0 Termination Conditions and Pay

5.1 This Agreement shall terminate:

5.1.1 by mutual agreement of CITY MANAGER and the CITY.

5.1.2 Pursuant to Section 2.09 of the City Charter by the CITY COMMISSION's unilateral termination of CITY MANAGER.

5.1.3 by death of CITY MANAGER.

5.1.4 by resignation of CITY MANAGER.

5.1.5 by amendment of the City Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the CITY MANAGER's position that substantially changes the authority of the CITY MANAGER, in which case, the CITY MANAGER shall have the right to declare that

such amendments constitute unilateral City termination in the same manner as 5.1.2 above.

5.2 In the event of a conflict between the severance benefit terms of this agreement and the limitation on severance benefits as provided in s. 215.425, Florida Statutes, the provisions of the statute shall prevail.

6.0 Rights and Obligations Upon Unilateral Termination by CITY.

6.1 Unilateral termination shall be by a 4/5 vote by the COMMISSION and need not reflect performance related reasons. In the event of a termination for misconduct, the CITY MANAGER is not entitled to severance pay in accordance with s. 215.425, Florida Statutes. If this Agreement is terminated by unilateral action by the CITY not based on misconduct, CITY MANAGER shall be entitled to:

6.1.1 unpaid base salary through the effective date of the termination.

6.1.2 ten (10) weeks of severance pay. The term severance pay shall have the meaning as set forth in s. 215.425, Florida Statutes.

6.1.3 reimbursement for as-yet unreimbursed expenses pursuant to this Agreement.

6.1.4 all earned and accrued Paid Time Off (PTO) as provided for in the City's Civil Service Rules.

7.0 Rights and Obligations Upon Termination by Mutual Agreement.

7.1. If this Agreement terminates upon mutual agreement of the parties, CITY MANAGER the negotiated terms of severance shall be consistent with the limitation on severance pay as set forth in s. 215.425, Florida Statutes.

8.0 Rights and Obligations Upon Termination Due to Disability or Death.

8.1. If this Agreement terminates due to CITY MANAGER's disability or death, CITY MANAGER or his guardian or personal representative shall be entitled to the following compensation and benefits:

8.1.1 base salary to date of death or last day of work if disability.

8.1.2 reimbursement for as-yet unreimbursed business expenses pursuant to this Agreement.

8.1.3 earned and accrued Paid Time Off (PTO) as provided for in the City's Civil Service Rules.

8.1.4 life and/or disability benefits, if applicable.

8.1.5 accrued deferred compensation, if any.

8.1.6 In the event of any disagreement or dispute regarding to whom payment shall be made, the CITY may rely on a court order or in the absence of an order, may interplead the payment with a court of proper jurisdiction.

9.0. Rights and Obligations Upon Termination Due to Resignation.

9.1. If this Agreement terminates due to CITY MANAGER's resignation, CITY MANAGER shall be entitled only to the following compensation and benefits:

9.1.1 base salary through the date of resignation or such other date as mutually agreed to between CITY MANAGER and the CITY.

9.1.2 reimbursement for as-yet unreimbursed expenses pursuant to this Agreement.

9.1.3 earned and accrued Paid Time Off as provided for in the City's Civil Service Rules.

9.1.4 accrued deferred compensation.

9.2. A resignation shall be submitted in writing to the COMMISSION through the City Clerk and shall provide for an actual resignation date no later than thirty (30) days following the date of notice of resignation, or later with the consent of the COMMISSION. The COMMISSION may establish an earlier separation date, but compensation and benefits shall accrue through the full thirty (30) days.

10.0 Additional Benefits.

The City Manager shall receive the same educational enrichment benefits, holidays, and other leave benefits, disability benefits, as established by the City's Personnel Policies and Regulations or any compensation plan or Benefit Package for management personnel that exists or the City Commission may adopt in the future. Relative to Paid Time Off (PTO), the City Manager shall receive the equivalent of 160 hours off for the first year of his employment.

- 10.2 CITY shall pay for and provide the CITY MANAGER with term life insurance in an amount no less than two (2) times the City Manager Base Salary. The City will not be responsible for policy renewal after the date of termination of appointment.
- 10.3 In lieu of the participation in the Florida Retirement System (FRS), CITY and CITY MANAGER will execute all necessary agreements provided by the International City Management Association-Retirement Corporation (ICMA-RC) for CITY MANAGER's participation in a 401 ICMA-RC retirement plan, or any other comparable deferred compensation program. In addition to the base salary paid by the CITY to CITY MANAGER, CITY will pay Twenty-Seven Thousand and 00/100 \$27,000.00 Dollars annually into the ICMA-RC on CITY MANAGER's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding CITY or the CITY MANAGER upon CITY MANAGER's resignation or discharge.

The City Manager shall make any contributions as may be required by City approved retirement plans.

- 10.4 The CITY will pay for the registration, travel and subsistence expenses of the CITY MANAGER for professional and official travel and meetings to continue the professional development of the CITY MANAGER and to pursue necessary official and other functions for the CITY including but not limited to his attendance at the Annual Conference of the International City/County Management Association, and conferences and meetings sponsored by the Florida City/County Management Association, the Florida Bar and such other national, regional, state, and local organizations, civic groups, and committees which the CITY MANAGER of the CITY is a member and as the CITY may designate.
- 10.5 CITY will pay for the registration, travel and subsistence expenses of the CITY MANAGER for short courses, institutes, and seminars that are necessary for this professional development and the good of the CITY.
- 10.6 The CITY will pay for the professional dues and subscriptions of CITY MANAGER which shall include his Florida Bar dues necessary for his continuation and full participation in national, regional, state and local associations, civic groups, committees, and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY, including but not limited to ICMA, FCCMA, PBCCMA and the Florida Bar.

11.0 Reimbursable Business Expenses

- 11.1 CITY will reimburse CITY MANAGER for all business-related expenses upon presentation to the Finance Director of duly executed expense vouchers, receipts, statement or personal affidavits.

12.0 Outside Activities

- 12.1 The appointment provided for by this Agreement shall be the CITY MANAGER's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the CITY and the community, the CITY MANAGER may elect to accept limited teaching, consulting or other business opportunities upon notice to the commission and with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

13.0 Indemnification

- 13.1 CITY shall defend, hold harmless from, and indemnify CITY MANAGER against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of CITY MANAGER's duties as CITY MANAGER. CITY shall either compromise and settle any claim or suit or pay the amount of any judgment against CITY MANAGER rendered thereon, if not compromised and settled.

- 13.2 CITY reserves the right to select, appoint, retain, and discharge legal counsel necessary to provide the foregoing defense.

14.0 Bonding

- 14.1 CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any law or ordinance.

15.0 Other Terms and Conditions of Appointment

- 15.1 The CITY has appropriated funds of the CITY in an amount sufficient to fund and pay all financial obligations of the CITY MANAGER pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth above.
- 15.2 The COMMISSION, in consultation with the CITY MANAGER shall fix such other terms and conditions of appointment, as it may determine from time to time, relating to the performance of CITY MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the City Charter or any other law but no subsequent agreement that would modify monetary benefits is binding on the parties unless reduced to writing and approved and signed with the same formalities as this Agreement.
- 15.3 There are no established hours of work for the CITY MANAGER. The CITY MANAGER shall dedicate himself to the tasks necessary to effectively and

efficiently manage the affairs of the CITY. The CITY MANAGER may adjust his regular work schedule to balance the demands of extended business days and night meetings, upon reasonable notice to the COMMISSION.

- 15.4 The CITY will provide the CITY MANAGER with a laptop computer or other similar electronic devices suitable for on and off site business use.

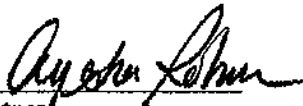
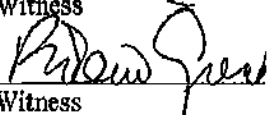
16.0 Binding Effect

- 16.1 The Agreement shall be binding on the CITY and CITY MANAGER and the successors, assigns, and heirs of each respectively.
- 16.2 The effective date of the Agreement shall be the date it is last signed by either the CITY or the CITY MANAGER.

End of Agreement signature page follows

IN WITNESS WHEREOF, the parties sign and execute this Agreement.


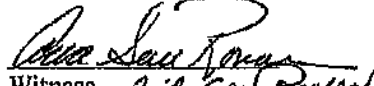
CITY OF OAKLAND PARK, FLORIDA

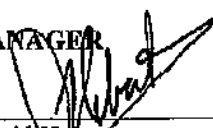

Witness

Witness

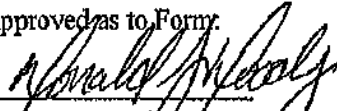

Mayor SHARI MCCANN

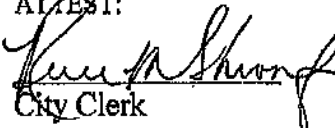
Dated: 9-18-14

CITY MANAGER


Witness Hene Fernandez

Witness ANITA SAN ROMAN


David Herbert
Dated: 9/12/2014

Approved as to Form:

Donald J. Doody, City Attorney

ATTEST:

City Clerk

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAKLAND PARK
AND DAVID HEBERT**

THIS FIRST AMENDMENT ("First Amendment") dated the 21 day of October, 2015, is intended to further amend the Employment Agreement ("Employment Agreement") dated the 12th day of September, 2014 by and between:

THE CITY OF OAKLAND PARK, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "EMPLOYER",

and

DAVID HEBERT, an individual, hereinafter referred to as "EMPLOYEE."

WHEREAS, the City Commission of the City of Oakland Park desires to amend the Employment Agreement to provide for the EMPLOYEE to continue to reside outside of the City limits and; and

WHEREAS, the City Commission of the City of Oakland Park desires to amend the Employment Agreement to provide EMPLOYEE's annual review to be conducted annually in June; and

NOW THEREFORE, the EMPLOYER and EMPLOYEE agree to the following amendment to the identified section:

- 3.1 The COMMISSION will provide the CITY MANAGER with a performance evaluation six (6) months post Commencement Date and second performance evaluation on October 15th, 2015, thereafter annually in June, beginning in June, 2016 utilizing a process, form, criteria, and format for the evaluation which shall be agreed upon by the members of the COMMISSION in consultation with the CITY MANAGER.
- 4.4 The Commission consents to the CITY MANAGER to residing outside the City limits of Oakland Park until such time that he no longer resides at his present primary residency, for a period of one (1) year from the Commencement Date.

IN WITNESS WHEREOF, the City of Oakland Park, Florida, has caused this First Amendment to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and David Hebert has signed and executed this First Amendment to the Employment Agreement on his own behalf.

EMPLOYER:

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal association

BY:


JED SHANK, MAYOR


Attest:


Renee M. ShROUT, CMC
CITY CLERK

Approved as to form:


DONALD J. DOODY, CITY ATTORNEY

WITNESSES:



EMPLOYEE:


DAVID HEBERT

**SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAKLAND PARK
AND DAVID HEBERT**

THIS SECOND AMENDMENT ("Second Amendment") dated 6th day of July, 2016, is intended to further amend the Employment Agreement ("Employment Agreement") dated the 12th of September, 2014 by and between:

THE CITY OF OAKLAND PARK, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "EMPLOYER",

And

DAVID HEBERT, an individual, herein referred to as "EMPLOYEE".

WHEREAS, the City Commission of the City of Oakland Park desires to amend the Employment agreement to revise the City Manager's retirement contribution; and

NOW THEREFORE, the EMPLOYER and EMPLOYEE agree to the following amendment to the identified section:

10.3 In lieu of the participation in the Florida Retirement System (FRS), CITY and CITY MANAGER will execute all necessary agreements provided by the International City Management Association-Retirement Corporation (ICMA-RC) for the CITY MANAGER's participation in a 401 ICMA-RC retirement plan, or any other comparable deferred compensation program. In addition to the base salary paid by the CITY to the CITY MANAGER, CITY will pay ~~Twenty-Seven-Thousand-and-00/100 \$27,000 Dollars~~ the equivalent of the Senior FRS City contribution annually into the ICMA-RC on CITY MANAGER's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding CITY or the CITY MANAGER upon CITY MANAGER's resignation or discharge.;

The CITY MANAGER shall make any contributions as may be required by City approved retirement plans.

12-2016-077

IN WITNESS WHEREOF, the City of Oakland Park, Florida has caused this Second Amendment to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and David Hebert has signed and executed this Second Amendment to the Employment Agreement on his own behalf.

EMPLOYER:

CITY OF OAKLAND PARK, FLORIDA,

A Florida municipal association

BY:



TIM LONERGAN, MAYOR

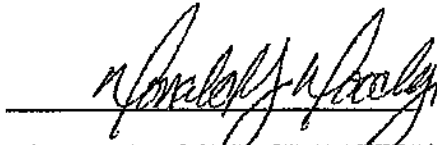
Attest:



Renee M. Shrout, CMC


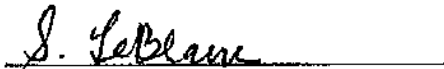
CITY CLERK

Approved as to form:

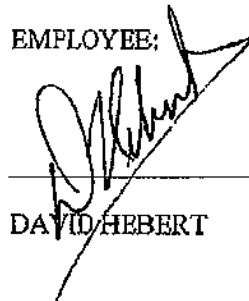


DONALD J. DOOBY, CITY ATTORNEY

WITNESSES:



EMPLOYEE:



DAVID HEBERT

**THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAKLAND PARK
AND DAVID HEBERT**

THIS THIRD AMENDMENT ("First Amendment") dated the 7 day of June, 2017, is intended to further amend the Employment Agreement ("Employment Agreement") dated the 12th day of September, 2014 by and between:

THE CITY OF OAKLAND PARK, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "EMPLOYER",

and

DAVID HEBERT, an individual, hereinafter referred to as "EMPLOYEE."

WHEREAS, the City Commission of the City of Oakland Park desires to amend the Employment Agreement to provide for the EMPLOYEE to receive an increase in hours of Paid time Off (PTO);

NOW THEREFORE, the EMPLOYER and EMPLOYEE agree to the following amendment to the identified section:

1. 10.0 The City Manager shall receive the same educational enrichment benefits, holidays, and other leave benefits, disability benefits, as established by the City's Personnel Policies and Regulations or any compensation plan or Benefit Package for management personnel that exists or the City Commission may adopt in the future. Relative to Paid Time Off (PTO), the City Manager shall receive the equivalent of 160 240 hours off annually for the first year of his employment.
2. All other terms of the Employment Agreement, the First Amendment, and the Second Amendment are ratified, confirmed and unaffected by the terms of this Third Amendment.

IN WITNESS WHEREOF, the City of Oakland Park, Florida, has caused this Third Amendment to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and David Hebert has signed and executed this Third Amendment to the Employment Agreement on his own behalf.

EMPLOYER:

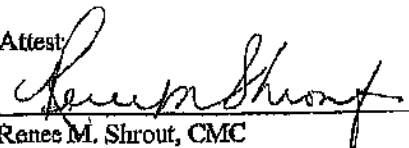
CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal corporation

BY: 

JOHN ADORNATO, MAYOR

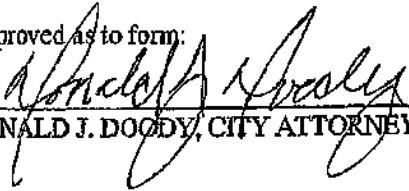
Date: 20 JUNE 2017

Attest:



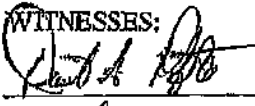
Renee M. Shrout, CMC
CITY CLERK

Approved as to form:



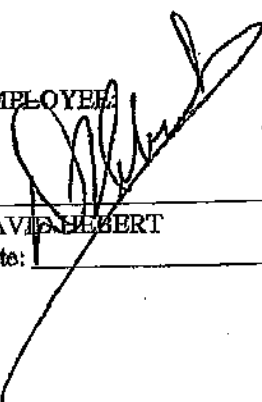
DONALD J. DOODY, CITY ATTORNEY

WITNESSES:



Michelle M. Glotzer

EMPLOYEE:



DAVID H. [unclear]
Date: _____

**FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAKLAND PARK
AND DAVID HEBERT**

THIS FOURTH AMENDMENT ("First Amendment") dated the 12th day of June, 2019, is intended to further amend the Employment Agreement ("Employment Agreement") dated the 12th day of September, 2014 by and between:

THE CITY OF OAKLAND PARK, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "EMPLOYER",

and

DAVID HEBERT, an individual, hereinafter referred to as "EMPLOYEE."

WHEREAS, the parties entered into a First Amendment to the Employment Agreement on October 21, 2013; and

WHEREAS, the parties entered into a Second Amendment to the Employment Agreement dated July 6th, 2016; and

WHEREAS, the parties entered into a Third Amendment to the Employment Agreement dated June 7th, 2017; and

WHEREAS, the parties agree to enter this Fourth Amendment to the Employment Agreement.

NOW THEREFORE, the EMPLOYER and EMPLOYEE agree to the following amendment to the identified section:

10.7 The EMPLOYEE is afforded the option to either elect to be covered by the health and wellness benefit extended to all city employees and Commissioners or to receive an amount equal in value to the City's contribution to be used for health and wellness related benefits of his choosing.

IN WITNESS WHEREOF, the City of Oakland Park, Florida, has caused this Fourth Amendment to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and David Hebert has signed and executed this Fourth Amendment to the Employment Agreement on his own behalf.

EMPLOYER:

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal association

BY:

Print:

Date:

Matthew Sparks
Matthew Sparks
June 14 2019

Attest:

Renee M. Shront
Renee M. Shront, CMC
CITY CLERK

Approved as to form:

Donald J. Doody
DONALD J. DOODY, CITY ATTORNEY

WITNESSES:

Rahim Butler
Steph Shont

EMPLOYEE:

David Ebert
DAVID EBERT

Date:

6/12/19