



City of Tarpon Springs, Florida

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December 5, 2023

To: Mayor, Vice-Mayor, and Commissioners

Subject: Amendment to City Manager Contract Including Retirement Date and Terms

This agenda item is brought forward at the request of Vice-Mayor Lunt and is a revision of the City Manager's employment contract setting a retirement date with terms and conditions. The contract revision was written by the City Labor Attorney, Erin Jackson, in consultation with Vice-Mayor Lunt and input from City Manager LeCouris. The backup for this item includes the present contract of the City Manager and the newly revised version for the approval of the Board of Commissioners. Ms. Jackson would be the contact person if there are any questions on the proposed language. The City Manager fully supports and agrees with the revised contract as written.

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT ("Amendment") is entered into and effective as of this ___ day of _____, 2023 ("Amendment Effective Date"), by and between THE CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and MARK G. LECOURIS, (hereinafter "Employee").

WHEREAS, the City and Employee entered into an Employment Agreement with an effective date of February 24, 2009 ("Agreement"), and

WHEREAS, the City and Employee wish to amend Section 3 and Section 4 of the Agreement, as set forth herein.

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

1. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:
 3. TERM.
 - A. The Employee's employment with the Board of Commissioners shall begin on the 26th day of February 2009, and shall continue to Employee's retirement on January 2, 2025, unless terminated under the provisions provided herein. The Employee serves at the pleasure of the Board of Commissioners. The Employee is an employee at will and there does not exist any property right in the Employee's job or position with the City. The Employee works at the pleasure and will of the City Commission. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, with or without cause, at the sole discretion of the Board of Commissioners. The Employee shall have no additional rights of employment other than those provided for in this Agreement.
 - B. The City intends to hire a successor City Manager before January 2, 2025. From the time the City hires a successor City Manager through January 2, 2025, the Employee agrees to train, and otherwise facilitate in the transition of City Manager duties to, the successor City Manager, as directed by the City and using the Employee's best efforts. During this period, the City shall employ the Employee as the City's Transition Manager. While employed as the City's Transition Manager, the Employee's status will remain an employee at will and his services may be terminated with or without cause at the sole discretion of the City Commission. It is understood that the Termination and

Severance Pay provisions of Section 4 will apply to Employee as the Transitional Manager in the same manner as they apply as City Manager.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time the position of City Manager or Transition Manager.
2. Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

4. TERMINATION AND SEVERANCE PAY.

- A. The Employee agrees that because his continued employment as City Manager is solely at the discretion of the Board of Commissioners, should employment be terminated by the Board of Commissioners for any reason, the Employee hereby expressly waives any right to seek redress in any manner except as herein provided.
- B. In the event that the Employee is terminated by the Board of Commissioners during such time as the Employee is willing and able to perform the duties of City Manager and such termination is without cause, as defined in Section 4.C., then the City agrees to pay the Employee:
 - 1. Three (3) months aggregate salary at the rate in effect at the time of termination paid monthly during the period that the Employee is not gainfully employed. (Aggregate salary shall include only the base compensation of the Employee).
 - 2. All accumulated and unused vacation leave of the Employee computed as a multiple of the Employee's base hourly salary at the rate in effect at the time of termination will be paid on the last day of employment.
- C. Termination of the Employee's contract by the City without cause as used in this Agreement means the Employee's discharge or dismissal from the position of City Manager by the Board of Commissioners during the time that the Employee is willing and able to perform his duties is not based on any of the reasons for proper and just cause for termination listed under Section 4.E. Such termination will be effective by any formal or informal action of the Board of Commissioners requesting that he resign or dismissing his employment by the City without cause.
- D. In the event the Employee is terminated by the Board of Commissioners or elects to resign his position because the Employee is beset with any chronic or debilitating illness or injury which prevents the Employee from effectively

and fully undertaking or performing the responsibilities of the position of City Manager, such termination will be deemed to be without cause.

- E. In the event that the Employee is terminated by the Board of Commissioners for proper and just cause, including, but not limited to, misfeasance, malfeasance, neglect of duty, conviction of a felony, arrest on a felony charge or a violation of state or federal statutes which, in the reasonable opinion of the Board of Commissioners, makes the Employee unfit for continuance in the position of City Manager, the Employee shall receive no severance pay, but shall be paid only for any accumulated and unused vacation leave and salary to the date of such termination. Should the Board of Commissioners terminate the Employee for proper and just cause, then the City agrees that, upon written request of the Employee received by the City within seven (7) calendar days of the date of such termination, it will appoint a hearing officer, mutually acceptable to the Board and to the Employee, to determine the sole issue of whether there existed just cause for the termination of the Employee. The hearing officer shall conduct a hearing and issue findings of fact within sixty (60) days of the date of termination. The City and the Employee will be bound by the findings of fact. The City will provide the Employee an opportunity to respond to the fact report at a public hearing. The sole remedy under this Agreement in the event the hearing office determines that there was not just cause to discharge the Employee, is that the termination of the Employee will be treated as a termination without cause, thus entitling the Employee to the severance pay hereinabove set forth.
- F. In the event the Employee resigns to accept other employment or for reasons other than those in Sections 4.C. and 4.D. above, the Employee shall not receive any severance pay, but shall be paid for the accumulated and unused vacation leave and other salary benefits as of the effective date of the resignation. The Employee shall give the City not less than thirty (30) days' notice prior to the effective date of his resignation. The failure to give such notice shall forfeit the employee's right to payment for any accumulated and unused vacation leave and any other accrued benefits.
- G. In the event of termination, other than a voluntary resignation or termination for cause pursuant to Section 4.E. above, the City agrees to continue paying its portion of medical insurance, including, but not limited to, COBRA/Family benefits for the Employee, only for a period not to exceed the severance period provided for herein. In the event that during such period, the Employee shall obtain other employment wherein such benefits are paid, the City's obligation to continue paying such medical and other insurance shall cease as of the effective date of other insurance coverage or the end of the severance period, whichever comes first.

H. Unless the Employee is terminated for cause, after the Employee's retirement on January 2, 2025, the City agrees to pay the Employee:

1. Three (3) months aggregate salary at the rate in effect at the time of retirement paid monthly over the 3-month period immediately following Employee's retirement. (Aggregate salary shall include only the base compensation of the Employee).
2. All accumulated and unused vacation leave of the Employee computed as a multiple of the Employee's base hourly salary at the rate in effect at the time of retirement will be paid on the last day of employment.
3. Except as specifically set forth in this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Amendment shall be as defined in the Agreement.

The City and the Employee have executed this Amendment effective as of the Amendment Effective Date.

EMPLOYER:

CITY OF TARPON SPRINGS

By: _____

Date: _____

ATTEST:

By: _____

CITY CLERK & COLLECTOR

EMPLOYEE:

MARK G. LECOURIS

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of February, 2009, by and between THE CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and MARK G. LECOURIS, (hereinafter "Employee"), pursuant to the following terms and conditions:

WHEREAS, the Board of Commissioners has appointed the Employee at a public meeting to serve as City Manager of the City of Tarpon Springs in accordance with its Charter and Ordinances, and

WHEREAS, it is the desire of the Board of Commissioners to provide certain benefits, establish certain benefits of employment and to set the working conditions of the said Employee, and

WHEREAS, Employee wishes to accept the employment as City Manager of the City of Tarpon Springs under the terms and conditions set forth herein.

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

1. EMPLOYMENT. The City hereby employs the Employee as the City's City Manager and the Employee hereby accepts the employment upon the terms and conditions hereinafter set forth.
 - A. The Employee agrees to serve as City Manager of the City of Tarpon Springs and to fulfill the duties of that office as set forth in the City Code of Ordinances and the City Charter as they now exist or as they may be amended hereinafter and particularly under the terms and conditions of Section 16 of the City Charter. In the event of any conflict between the terms of this Employment Agreement and the Charter of the City, the Code of Ordinances of the City or state statute, the City Charter, City Code of Ordinances and state statutes will prevail to the extent of such conflict.
 - B. The Employee agrees to remain in the exclusive employ of the City and shall not seek or engage in any other employment or business activity without specific prior approval of the City Commission. The Employee agrees to devote the amount of time and energy necessary for the Employee to faithfully perform his duties under this Agreement.
 - C. The Employee agrees to continually provide his best efforts to efficiently and effectively perform his duties in a professional manner, uphold the City Code of Ordinances, the City's Personnel Rules and Regulations and City policies, and to fully support the Commission/Manager form of government as expressed in the City

Charter of the City of Tarpon Springs. The Employee agrees to do his utmost to advance the goals and interests of the City of Tarpon Springs and to abide by the ethical standards of conduct of state statute (specifically including Chapter 112, Fla. Stat.) and to abide by any other ethical standards as established by case law of the courts of Florida or the City Code.

2. COMPENSATION. City shall pay to Employee the following compensation:

- A. A base annual salary of \$109,884.32, to be paid in such portions and at such times as all other City employees are paid.
- B. The City agrees to review said base salary and/or benefits of Employee and make such adjustment in such amounts and to such extent as the Board of Commissioners may determine that it is desirable to do so on the basis of an annual salary and performance review of said Employee.
- C. The Employee will not participate in the City of Tarpon Springs General Employee's Retirement Plan.

3. TERM.

- A. The Employee's employment with the Board of Commissioners shall begin on the 26th day of February, 2009, and shall continue unless terminated under the provisions provided herein. The Employee serves at the pleasure of the Board of Commissioners. The Employee is an employee at will and there does not exist any property right in the Employee's job or position with the City. The Employee works at the pleasure and will of the City Commission. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, with or without cause, at the sole discretion of the Board of Commissioners. The Employee shall have no additional rights of employment other than those provided for in this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time the position of City Manager.

4. TERMINATION AND SEVERANCE PAY.

- A. The Employee agrees that because his continued employment as City Manager is solely at the discretion of the Board of Commissioners, should employment be terminated by the Board of Commissioners for any reason, the Employee hereby expressly waives any right to seek redress in any manner except as herein provided.
- B. In the event that the Employee is terminated by the Board of Commissioners during such time as the Employee is willing and able to perform the duties of City Manager

and such termination is without cause, as defined in Section 4.C., then the City agrees to pay the Employee:

1. Three (3) months aggregate salary at the rate in effect at the time of termination paid monthly during the period that the Employee is not gainfully employed. (Aggregate salary shall include only the base compensation of the Employee).
 2. All accumulated and unused vacation leave of the Employee computed as a multiple of the Employee's base hourly salary at the rate in effect at the time of termination will be paid on the last day of employment.
- C. Termination of the Employee's contract by the City without cause as used in this Agreement means the Employee's discharge or dismissal from the position of City Manager by the Board of Commissioners during the time that the Employee is willing and able to perform his duties is not based on any of the reasons for proper and just cause for termination listed under Section 4.E. Such termination will be effective by any formal or informal action of the Board of Commissioners requesting that he resign or dismissing his employment by the City without cause.
- D. In the event the Employee is terminated by the Board of Commissioners or elects to resign his position because the Employee is beset with any chronic or debilitating illness or injury which prevents the Employee from effectively and fully undertaking or performing the responsibilities of the position of City Manager, such termination will be deemed to be without cause.
- E. In the event that the Employee is terminated by the Board of Commissioners for proper and just cause, including, but not limited to, misfeasance, malfeasance, neglect of duty, conviction of a felony, arrest on a felony charge or a violation of state or federal statutes which, in the reasonable opinion of the Board of Commissioners, makes the Employee unfit for continuance in the position of City Manager, the Employee shall receive no severance pay, but shall be paid only for any accumulated and unused vacation leave and salary to the date of such termination. Should the Board of Commissioners terminate the Employee for proper and just cause, then the City agrees that, upon written request of the Employee received by the City within seven (7) calendar days of the date of such termination, it will appoint a hearing officer, mutually acceptable to the Board and to the Employee, to determine the sole issue of whether there existed just cause for the termination of the Employee. The hearing officer shall conduct a hearing and issue findings of fact within sixty (60) days of the date of termination. The City and the Employee will be bound by the findings of fact. The City will provide the Employee an opportunity to respond to the fact report at a public hearing. The sole remedy under this Agreement in the event the hearing office determines that there was not just cause to discharge the Employee, is that the termination of the

Employee will be treated as a termination without cause, thus entitling the Employee to the severance pay hereinabove set forth.

- F. In the event the Employee resigns to accept other employment or for reasons other than those in Sections 4.C. and 4.D. above, the Employee shall not receive any severance pay, but shall be paid for the accumulated and unused vacation leave and other salary benefits as of the effective date of the resignation. The Employee shall give the City not less than thirty (30) days notice prior to the effective date of his resignation. The failure to give such notice shall forfeit the employee's right to payment for any accumulated and unused vacation leave and any other accrued benefits.
 - G. In the event of termination, other than a voluntary resignation or termination for cause pursuant to Section 4.E. above, the City agrees to continue paying its portion of medical insurance, including, but not limited to, COBRA benefits for the Employee, only for a period not to exceed the severance period provided for herein. In the event that during such period, the Employee shall obtain other employment wherein such benefits are paid, the City's obligation to continue paying such medical and other insurance shall cease as of the effective date of other insurance coverage or the end of the severance period, whichever comes first.
5. RESIDENCE. Pursuant to the Charter of the City of Tarpon Springs, the Employee shall be a City resident.
6. GOALS AND OBJECTIVES AND PERFORMANCE EVALUATION.
- a. On an annual basis, the Board of Commissioners and the Employee shall define the goals and performance objectives which they determine necessary for the proper operation of the City government and in the plan for attainment of the Board of Commissioners' policy objectives, they shall further establish a relative priority among those various goals and objectives. The goals shall generally be attainable within the time limitations as specified and agreed upon between the City Manager and the Board of Commissioners and shall be affordable in accordance with the annual operating and capital budgets and the appropriations provided therefore.
 - b. The Board of Commissioners shall review and evaluate the performance of the Employee at least once annually, by September 1 of each year, and such other times as the Board deems appropriate. This evaluation shall be in accordance with a written evaluation process approved by the Board of Commissioners.
 - c. The Board of Commissioners shall provide the Employee with a written summary of the findings of the evaluation and shall provide an opportunity for the Employee to discuss the evaluation with the Board of Commissioners.

- d. The Board of Commissioners, at its sole discretion, may reward the Employee based upon the Employee's achievements of standards set by the Board of Commissioners.
7. AUTOMOBILE. The Employee's duties require that he have the exclusive use of an automobile at all times during his employment with the City and such automobile shall be provided to him by the City for general use with all insurance and operating costs borne by the City.
8. VACATION. The Employee shall accrue a maximum of 21 days vacation during each fiscal year and may take accrued vacation at times to be determined in the manner most convenient to the City. Vacation will be accrued weekly pro rata. Unused days of vacation may be carried over to future years in accordance with the City of Tarpon Springs Personnel Rules and Regulations and the City's policies applicable to general employees. If the Employee or the City terminates the employment of the Employee for any reason prior to the use of vacation days, the Employee shall be paid for such accumulated and unused vacation days at the time of termination computed as a multiple of the Employee's base salary in effect at the time of termination. All vacation days accrued and unused by the Employee as of February 25, 2008, in his role as the City's Chief of Police and Interim City Manager shall carry over to his position as City Manager.
9. SICK LEAVE. The Employee shall accrue 12 days of sick leave during each City fiscal year. Sick leave will be accrued weekly pro rata with the maximum accrual in accordance with that for the City's general employees. Unused sick days may be carried over to future years in accordance with the City's Personnel Rules and Regulations as they relate to general employees. All sick leave accrued and unused by the Employee as of February 25, 2008, in his role as the City's Chief of Police and Interim City Manager shall carry over to his position as City Manager. There shall be no payment for accrued and unused sick leave upon termination of any kind.
10. INSURANCE. The Employee shall be entitled to the same health, long-term disability and dental insurance as other general employees of the City. The City shall purchase life insurance for the Employee with a death benefit of twenty-five thousand dollars (\$25,000.00).
11. DEATH DURING EMPLOYMENT. If the Employee dies during the term of his employment, this Agreement shall terminate as of such date and the City shall have no financial obligation to the Employee or his estate pursuant to this Agreement after such termination; provided, however, all unpaid vacation leave, accrued salary and life insurance benefits shall be paid as stipulated by the Employee to his designated beneficiary, or in the absence of such designation, to the Employee's estate.

12. NOTICE. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

To Employer at:

Mayor
City of Tarpon Springs, Florida
324 East Pine Street
P.O. Box 5004
Tarpon Springs, FL 34688-5004

To Employee at: Current residence mailing address.

13. WAIVER OF BREACH. The Waiver by the City of a breach of any condition of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach by the City.
14. ASSIGNMENT. The rights and obligations of the parties of this Agreement shall ensure to the benefit of and be binding upon the successors, personal representatives and assigns of the parties.
15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement cannot be changed orally, but only by an agreement in writing signed by the parties hereto.
16. PRIOR AGREEMENTS. This Agreement amends and supplements any and all prior Employment Agreements between the parties, whether oral or written, and any such oral or written communication is merged herein.
17. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Florida. Venue for any litigation relative to this Agreement shall be brought exclusively in Pinellas County, Florida.
18. SEVERABILITY. If any provision or portion of this Agreement is held to be unconstitutional, or invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected thereby and shall remain in full force and effect.
19. CHARTER INCORPORATED. The language of the City Charter, as it may be amended from time to time with regard to the powers and duties of the City Manager, and any language of the City code or amendment thereto, as it may be amended from time to time, is incorporated herein by reference. The text herein, including the aforesaid

provisions of the City Charter and the City Code, shall be part of the Agreement between the parties.

20. CHANGE OF CONDITIONS. The Board of Commissioners shall fix any other reasonable terms and conditions of employment as it may determine from time to time regarding the performance of the Employee, provided that such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the City Charter, the City Code or any other law.

EMPLOYER:

EMPLOYEE:

CITY OF TARPON SPRINGS

MARK G. LECOURIS

By: Beverly Bellers
MAYOR

By: Mark G. Lecouris

ATTEST:

By: Irene S. Jacobs
IRENE S. JACOBS
CITY CLERK & COLLECTOR



APPROVED AS TO FORM:

By: James L. Yacavone
JAMES L. YACAVONE, CITY ATTORNEY