

RESOLUTION 12-R61

A RESOLUTION APPOINTING EDWIN M. FRY, JR., AS CITY TREASURER OF THE CITY OF PORT ST. LUCIE, FLORIDA; SETTING FORTH DUTIES AND RESPONSIBILITIES; PROVIDING AN EFFECTIVE DATE.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. That pursuant to Section 10.01, Port St. Lucie City Charter, the City Council hereby approves the City Manager's appointment of Edwin M. Fry, Jr., as City Treasurer.

Section 2. The City Treasurer shall supervise the collection of all taxes, license fees, and all other monies to which the city may be entitled, and shall maintain accurate records, deposit all monies of the city as provided in Section 9.07, Port St. Lucie City Charter, and authorize the expenditures of city funds upon proper warrant. He may invest sinking funds in such securities as may be directed by the city Council and authorized by law. In addition, he shall be responsible for such other duties as are established by any ordinance or resolution of the City of Port St. Lucie.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 11<sup>th</sup> day of June, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

ATTEST:

By: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Roger G. Orr, City Attorney

MEMORANDUM

TO: MAYOR & CITY COUNCIL  
FROM: GREGORY J. ORAVEC, CITY MANAGER  
SUBJECT: APPOINTMENT OF FINANCE DIRECTOR/CITY TREASURER  
DATE: JUNE 6, 2012

Pursuant to Article 10, Section 10.01, subsection (c), of the Port St. Lucie City Charter, I am recommending that Mr. Edwin M. Fry, Jr., be appointed City Treasurer in addition to his duties as Finance Director.

Staff recommends approval of Resolution 12-R61.

If you have any questions or need additional information, please do not hesitate to contact me.

Thank you.

Enclosures:  
Resolution 12-R61  
Section 10.01 of the Charter  
Draft Employment Agreement

Port St. Lucie, Florida, Code of Ordinances >> - CHARTER OF THE CITY OF PORT ST. LUCIE, FLORIDA >  
ARTICLE X. - ADMINISTRATIVE DEPARTMENTS >>

## ARTICLE X. - ADMINISTRATIVE DEPARTMENTS

Sec. 10.01. - General provisions.

Sec. 10.02. - Personnel system.

Sec. 10.03. - Personnel rules.

### Sec. 10.01. - General provisions.

- (a) *Creation of departments.* The council, on recommendation of the manager, may establish city departments, offices, and/or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies, except that no function assigned by this Charter to a particular department, office or agency may be discontinued or, unless this Charter specifically so provides, assigned to any other.
- (b) *Direction of manager.* All departments, offices, and agencies under the direction and supervision of the manager shall be administered by an officer appointed by and subject to the direction and supervision of the manager. With the consent of the council, the manager may serve at the head of one or more such departments, offices or agencies or may appoint one person as the head of two or more of them or may combine the functions of any officers specified in this Charter which may be appointed by him.
- (c) *City treasurer.* The manager shall appoint a city treasurer with the approval of the city council who shall supervise collection of all taxes, license fees and all other monies to which the city may be entitled. The treasurer shall maintain accurate records, depository all monies of the city as provided in section 9.07 and authorize the expenditure of city funds upon proper warrant. The treasurer may invest sinking funds in such securities as may be directed by the council and authorized by law.

*(Adopted by electorate. 11-2-76)*

### Sec. 10.02. - Personnel system.

- (a) *Merit principle.* All appointments and promotions of the city officers and employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence.
- (b) *Personnel director.* There shall be a personnel director, appointed by the manager as provided in section 4.04(b) who shall administer the personnel system of the City.

*(Adopted by electorate. 11-2-76)*

### Sec. 10.03. - Personnel rules.

The personnel director shall prepare personnel rules. When approved by the manager, the rules shall be proposed to the council, and the council may by ordinance adopt them with or without amendment.

*(Adopted by electorate. 11-2-76; Amendment adopted by electorate. 11-2-04)*

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective the 11th day of June, 2012, by and between the CITY OF PORT ST. LUCIE, hereinafter referred to as CITY, acting through Gregory J. Oravec, City Manager, hereinafter referred to as CM, and **Edwin M. Fry, Jr.** hereinafter referred to as EMPLOYEE, governs the terms and conditions of EMPLOYEE'S employment.

WHEREAS, CITY desires to retain the services of an administrator for its Finance Department; and

WHEREAS, CM desires to appoint a Treasurer; and

WHEREAS, CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to accept employment with CITY in the position of **Finance Director/ City Treasurer**; and

WHEREAS, it is the desire of CM to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. A job description for the position delineating specific job duties is attached hereto as Exhibit A and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CM and shall be an at-will contractual employee of the CITY, and waives any rights to a pre- or post-disciplinary hearing in the event of discipline, including termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CM to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CM to cancel this Agreement, subject only to the provisions set forth in Section III (B) or (C).

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A).

E. The duration of this Agreement shall be for a period of two (2) years, commencing the 11<sup>th</sup> day of June, 2012, until the 11<sup>th</sup> Day of June, 2014.

F. Extension of Agreement. In the event either party to this Agreement does not give written notice to the other party at least ninety (90) days prior to the expiration date, this Agreement shall be extended for two (2) years on the same terms and conditions as set forth in this Agreement. Said

Agreement shall continue thereafter for two-year periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration date of the current period of the Agreement. In the event either party provides written notice at least ninety (90) days prior to the expiration date of the initial term or renewal, the Agreement will expire and EMPLOYEE shall only be compensated for eligible accrued benefits to date, based on the limitations and conditions detailed herein.

### III. CANCELLATION OF AGREEMENT.

The parties agree that this Agreement may be canceled in one of the following ways:

A. EMPLOYEE may cancel this Agreement by providing at least 60-days written notice to CM of EMPLOYEE'S voluntary resignation, unless the parties agree otherwise. A timely notice constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that, in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CM may cancel this agreement in the event EMPLOYEE abandons the position. A position is considered abandoned after unauthorized absences from work for a consecutive period of three (3) days (or three (3) assigned shifts) occur. EMPLOYEE is not entitled to severance in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CM shall have the option of canceling this Agreement without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CM may, with or without cause, terminate the employment of the EMPLOYEE at any time. If the EMPLOYEE is terminated before the expiration of the Agreement as set forth in Section II (B), EMPLOYEE shall be entitled to severance pay as set forth in Section XI. EMPLOYEE shall also be compensated for all eligible accrued benefits to date, based on the limitations and conditions detailed herein.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CM (or his designee) shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. Shortly before each annual anniversary date of this Agreement, CM (or his designee) shall, in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE.

B. CM (or his designee) shall provide EMPLOYEE with a written performance evaluation and provide an opportunity for

EMPLOYEE to discuss the contents thereof with CM (or his designee) for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CM (or his designee) may provide EMPLOYEE with periodic written performance evaluations during the first 180 days of employment as **Finance Director/City Treasurer**.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. The CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE'S dependents (if eligible), provided EMPLOYEE pays the required contribution(s). Contributions, co-payments, and other fees shall reflect the rate(s) applicable to CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. However, CM agrees that EMPLOYEE shall be allowed to accept part-time employment and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY and shall require the prior written approval of CM.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

**Note:** "Anniversary date," as referenced in this section, shall mean January 17 (EMPLOYEE's date of hire shall remain January 17, 2012).

SICK TIME. EMPLOYEE shall be granted ninety-six (96) hours sick time upon subsequent anniversary dates. Said sick time may only be used in accordance with the provisions outlined in the City's Personnel Rules and Regulations. In the event EMPLOYEE separates from service pursuant to Section III (B), (C) or Section IV, EMPLOYEE shall **not** be compensated for unused sick time. However, the aforementioned prohibition of unused sick time compensation does not include a separation due to a "Reduction in Force" (RIF).

If EMPLOYEE leaves City employment pursuant to Section III (A) or as part of a RIF, said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

<b>Years Employed</b>	<b>Payment Percentage</b>
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Payments are limited to a maximum of one thousand forty (1,040) hours.

ANNUAL LEAVE. EMPLOYEE shall accrue annual leave on a bi-

weekly basis, using his date of hire, as follows:

<b>Years Employed</b>	<b>Days Accrued Per Year</b>
0-3	10
4-9	15
10-19	20
20 +	25

Annual leave may only be accrued to a maximum of two-hundred forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than six (6) months of continuous employment from his date of hire, he shall receive payment for any accrued annual leave as of the date of separation.

COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time upon each anniversary date. Said compensatory time may be used in addition to other approved leaves. No more than (40) hours per year may be utilized within any twelve-month period, namely the period commencing on January 17 and ending on January 16 the following year. Upon separation from employment with CITY for any reason, including but not limited to retirement, termination or cancellation of the Agreement, EMPLOYEE is not entitled to and will not receive payment for any unused compensatory time balance.

PERSONAL DAYS. EMPLOYEE shall be granted three (3) paid personal leave days upon each anniversary date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from City employment.

BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES

may be granted, pursuant to the City's Personnel Rules and Regulations, and in accordance with applicable law.

IX. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half (10.5%) percent of EMPLOYEE'S base pay into the ICMA Retirement Corporation 401(A) or 457 Account. Said contributions to coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial CITY employees.

X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. Starting salary shall be **One Hundred and Fifteen** thousand dollars (\$ 115,000.00) per year, payable in bi-weekly installments. EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustments, based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the **"ADMINISTRATIVE,"** employee exemption. As an exempt employee, EMPLOYEE is paid a weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this Agreement.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE'S personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's

standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE fifty (\$50) dollars per month, subject to all applicable payroll taxes, for the maintenance of a cellular telephone or similar device for use in the normal conduct of business, in accordance with City policy.

XI. SEVERANCE PAY. CM shall grant EMPLOYEE three (3) months' severance pay (equal to thirteen [13] regular weeks' pay) upon termination pursuant to Section IV. After Two years in the position of **Finance Director/City Treasurer**, CM shall grant EMPLOYEE five (5) months' severance pay upon termination by CM pursuant to Section IV.

XII. GENERAL EXPENSES. CM recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of CM and in accordance with City policy. A designated employee of the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIII. CIVIC CLUB MEMBERSHIPS. CM recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CM for his review and approval a listing of civic organizations for which,

if approved, the CITY shall pay all expenses on EMPLOYEE'S behalf.

XIV. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE'S employment not specifically set forth in this Agreement shall be governed by the City's Personnel Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code of Ordinances and/or any law.

XV. POST EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of TWO (2) years following EMPLOYEE'S separation of employment. However, this post employment restriction shall not apply to EMPLOYEE'S representation of a bargaining unit or any not-for-profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

This section shall survive the termination of EMPLOYEE or cancellation or nonrenewal of this AGREEMENT.

XVI. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it is reduced to writing and signed by both parties.

XVII. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County,

Florida.

XVIII. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
**Edwin M. Fry, Jr., EMPLOYEE**

\_\_\_\_\_  
Gregory J. Oravec,  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Milton R. Collins,  
Assistant City Attorney