

1. Discussion Objective:

Work Session Date: May 2, 2011

The Town Council indicated a desire to discuss the process and criteria for establishing an evaluation process for the Town Manager that offers an opportunity for each party to review the performance of the Manager. The evaluation will focus on how effectively the Manager is accomplishing the goals established by the Council and how he is carrying out his responsibilities in key performance areas.

2. Submitter of Information:

- Council
- Town Staff
- Town Attorney

3. Estimated Time for this item:

(60 minutes)

5. Background:

On January 3, 2011, the Town Council entered into an employment agreement with Terrance Stewart as Town Manager. The current employment agreement is attached for your reference.

Also included are two sample evaluation forms for your review.

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

Town Manager
Current Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this 1st day of January 2011, by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter referred to as "TOWN" or "TOWN COUNCIL" and TERRANCE E. STEWART, hereinafter referred to as "MANAGER" or "TOWN MANAGER."

WITNESSETH:

~~WHEREAS, the TOWN desires to employ Terrance E. Stewart as TOWN MANAGER for the Town of Fort Myers Beach, Florida, as provided for in Article VI of the Town Charter; and~~

WHEREAS, Terrance E. Stewart desires to accept employment as the TOWN MANAGER for the Town of Fort Myers Beach, Florida on the terms provided herein.

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

1. TOWN hereby agrees to employ MANAGER to perform the functions and duties of the position of TOWN MANAGER as provided in Article VI of the Town Charter. MANAGER shall be the Chief Administrative Officer for the TOWN and shall perform all duties imposed on him by Section 6.03 of the TOWN Charter and applicable laws, ordinances, regulations and other legally permissible and proper duties as he may be directed to perform by the TOWN COUNCIL.

2. MANAGER agrees to perform the functions and duties of his office in a competent and professional manner. MANAGER agrees to devote all of his time, attention, knowledge and skills to the position of TOWN MANAGER, and will not engage in other employment without specific permission from the TOWN COUNCIL.

3. Compensation. TOWN agrees to pay MANAGER for services rendered hereunder an annual base salary of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) payable in installments at the same time as other TOWN employees. MANAGER shall be eligible to receive an annual increase in base salary and/or benefits in such amounts and to such extent as the TOWN COUNCIL may determine. The amount of any increase in salary or benefits shall be based on the annual performance evaluation of MANAGER.

4. Term. The initial term of this Agreement shall be one (1) year. Thereafter, this Agreement shall automatically renew each year for successive terms of one (1) year each, unless either party provides not less than six (6) months' prior written notice to the other party of an intent not to renew this Agreement.

5. Performance Evaluation. The TOWN COUNCIL shall review and evaluate the performance of the MANAGER annually no later than June 30th. The review and evaluation shall utilize specific criteria developed jointly by TOWN and MANAGER. TOWN COUNCIL

desire. MANAGER and TOWN COUNCIL shall annually, during the month of January, define such goals and performance objectives that they collectively determine are necessary for the proper operation of the TOWN and attainment of the policy objectives of the TOWN COUNCIL. The goals and objectives shall be reduced to writing and each goal and objective shall be assigned a relative priority.

6. Benefits.

A. General. Manager shall receive the following employee benefits in addition to his base salary:

B. Group Health Insurance. MANAGER shall not be entitled to receive paid major medical insurance benefits for either himself or his family. In lieu of such benefits, TOWN shall pay MANAGER an annual sum of Twenty-One Thousand Nine Hundred Thirty Dollars (\$21,930.00), payable in twenty-six equal installments.

C. Vehicle Allowance. MANAGER shall be provided with a monthly vehicle allowance of Five Hundred and no/100 Dollars (\$500.00). This vehicle allowance is intended to reimburse MANAGER for local travel only, which shall be defined as travel within Lee County. All TOWN-related travel outside of Lee County shall be reimbursed in accordance with the TOWN's travel policy.

D. Professional Dues and Development. TOWN agrees to pay professional association dues for MANAGER's membership in ICMA and FCMA and for professional development courses and seminars, within approved budgeted amounts, including, where applicable, reasonable travel expenses. All travel related to professional development courses and seminars must be approved in advance by TOWN COUNCIL.

E. Deferred Compensation. MANAGER shall be entitled to participate, at his own expense, in any TOWN-sponsored 457 Deferred Compensation Plan. MANAGER shall also be entitled to participate in a TOWN-sponsored 401A Deferred Compensation Plan, whereby MANAGER contributes eight percent (8%) of his wages and the TOWN contributes twelve percent (12%) of MANAGER's wages.

F. Vacation and Sick Time. Upon execution of this agreement, MANAGER shall be credited with 210 hours of vacation time and 120 hours of sick time. MANAGER shall accrue vacation and sick time at the same rate as regular TOWN employees as provided in Section 10 of the TOWN's Manual of Personnel Policies.

G. TOWN shall provide MANAGER with a cellular telephone and laptop computer.

H. TOWN shall provide MANAGER with dental, vision, and short and long term disability insurance coverage in the same manner as such benefits are provided to other TOWN employees.

7. Termination and Severance Pay.

A. Termination For Cause. This Agreement may be terminated for cause by a majority vote of the TOWN COUNCIL. For purposes of this Agreement, "for cause" shall be defined as including, but is not limited to misfeasance, malfeasance, and/or nonfeasance in the performance of his duties; conviction or a plea of guilty or no contest to any illegal act involving personal gain related to his position as TOWN MANAGER; conviction or a plea of guilty or no contest to any felony involving breach of public trust under Section 112.3172, Fla. Stat.; or a finding of violation of Chapter 112, Part III, Fla. Stat. by the Florida Commission on Ethics. In the event MANAGER is terminated for cause, MANAGER shall not be entitled to any severance payment, but would be entitled to payment for any accrued vacation and sick leave.

B. Termination Due to Disability. If MANAGER is unable to perform his duties for any reason, including, but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, TOWN shall have the option to terminate this Agreement, in accordance with the procedures set forth in the Town Charter and Code of Ordinances, as they may be amended from time to time. Disabled, for purposes of this Agreement, means that MANAGER, due to illness or injury, is unable to perform the essential functions of his position after reasonable accommodations have been made by the TOWN. If MANAGER is terminated due to disability, he shall not be entitled to severance pay.

C. Termination Without Cause; Severance. MANAGER may be terminated without cause by a majority vote of the TOWN COUNCIL. In the event MANAGER is terminated without cause, and during such time MANAGER is willing and able to perform his duties under this agreement, then in that event TOWN agrees to pay MANAGER a lump sum severance payment equal to six (6) months of MANAGER's base salary payable within fifteen (15) calendar days after termination, unless otherwise agreed to by MANAGER and TOWN. The lump sum severance payment shall be in addition to any payment for accrued vacation and sick leave to which MANAGER may be entitled. No other benefits, including vehicle allowance, deferred compensation contributions and group health insurance for MANAGER and his spouse, shall accrue or be payable following the effective date of the termination. MANAGER agrees that the TOWN COUNCIL shall have the sole and absolute discretion to decide to terminate MANAGER without cause and that in the event of such termination, and in consideration of the payment of severance, MANAGER waives all rights to contest or challenge the TOWN COUNCIL's decision and will accept the severance payment in full satisfaction of TOWN's obligations under this agreement and in full release of any and all claims MANAGER may have against the TOWN relating to his employment.

D. Voluntary Resignation. MANAGER may voluntarily resign his employment at anytime upon sixty (60) days' advance written notice to TOWN, unless waived in the sole discretion of the TOWN COUNCIL. In the event MANAGER voluntarily resigns, MANAGER shall not be entitled to severance pay, but shall be entitled to payment for all accrued vacation and sick leave.

E. Any involuntary termination of MANAGER shall comply with Section 6.02 of the TOWN Charter.

8. Indemnification. Subject to any limitations imposed by Florida Law, the TOWN shall defend, save harmless, and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, arising out of an alleged act or omission of MANAGER while acting within the course and scope of his duties as MANAGER.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lee County, Florida.

10. Modification. No provision of this Agreement may be modified or amended except by a written agreement executed by both parties hereto.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and

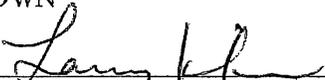
12. If any provision, or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

13. The rights and obligations herein granted are personal in nature and cannot be transferred by MANAGER except as provided in any of the benefits MANAGER is entitled to under this Agreement.

14. MANAGER HEREBY ACKNOWLEDGES THAT HE HAS BEEN PROVIDED WITH A COPY OF THIS AGREEMENT FOR REVIEW AND MANAGER HAS CONSULTED WITH HIS OWN ATTORNEY, TO THE EXTENT DESIRED, PRIOR TO SIGNING THIS AGREEMENT. MANAGER FURTHER ACKNOWLEDGES THAT HE FULLY UNDERSTANDS THE PURPOSE AND EFFECT OF THE TERMS OF THIS AGREEMENT.

Executed by the TOWN and MANAGER this 3rd day of January, 2011.

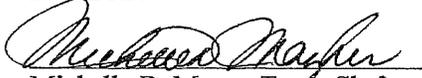
TOWN


Larry Kiker, Mayor

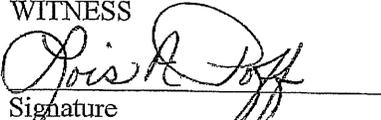
MANAGER


Terrance E. Stewart

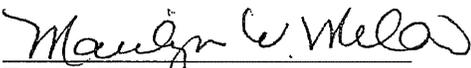
ATTEST:


Michelle D. Mayer, Town Clerk
Mayer

WITNESS


Signature

APPROVED AS TO LEGAL FORM:


Fowler, White, Boggs, Town Attorney

Lois A. Poff
Print Name

Town Manager Performance Evaluation

#1

TOWN OF FORT MYERS BEACH
PERFORMANCE EVALUATION OF TOWN MANAGER

NAME: _____

EVALUATION PERIOD: _____

Rating Definitions:

- 1 – Infrequently Achieves Expected Results / Unsatisfactory Performance Expectations
- 2 – Sometimes Achieves Expected Results / Below Performance Expectations
- 3 – Frequently Achieves Expected Results / Meets Performance Expectations
- 4 – Regularly Achieves Expected Results / Above Performance Expectations
- 5 – Always Achieves Expected Results / Far Exceeds Performance Expectations

Quality of Results: The extent to which work meets standards of quality.

Rating:

Weight: 40%

Quantity of Results: The amount of work compared to job requirements.

Rating:

Weight: 30%

Personal/Job Skills: Demonstration of the knowledge and skill requirements of the job.
Characteristics to be considered include:

Knowledge: Understanding of municipal issues such as: water utility, storm water, community development, public works, code enforcement, parks and recreation, environment, emergency management and transportation.

Leadership: Work ethic; Serves as role model to staff; Ability to implement Town Council direction.

Supervision: Provides effective leadership and supervision to staff. Evaluates the performance of staff and assists them in improving their performance.

Operations: Operates effectively, efficiently and proactively; Accomplishes projects and programs in a timely, responsive and professional manner. Uses Project Management.

Budget: Presents a proposal for a balanced budget within established time frame. The budget is realistic and administered effectively and efficiently.

Agenda: Prepares an orderly, workable agenda. The agenda allows Council to focus on policy-making issues.

Execution of Policy: Understands and respects State, Federal, Local laws and policies. Continually reviews and makes changes as necessary.

Rating:

Weight: 15%

Town Manager Performance Evaluation

#2

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____
