

EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this 8th day of July, 2025, by and between the City of Venice, Florida, a municipal corporation (hereinafter called "Employer") and James Clinch (hereinafter called "Employee"), both of whom agree as follows:

Witnesseth:

WHEREAS, Article IV, Section 4.02 of the City Charter provides for the appointment of a City Manager by the City Council ("Council"); and

WHEREAS, Council hereby expresses its willingness and desire to employ Employee to commence the duties of City Manager pursuant to the terms and conditions of this Agreement; and

WHEREAS, Employee shall serve as City Manager for the City of Venice commencing on August 5, 2025 and receive all the benefits provided for herein pursuant to the terms of this Agreement so long as he remains City Manager.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

Section 1: Date of Hire

The Employee's date of hire shall be the 5th day of August, 2025 and he shall commence his employment as City Manager on that date.

Section 2: Term

This Agreement shall remain in full force and effect until terminated by the Employer or Employee as provided in Section 9 of this Agreement and consistent with the terms of the City of Venice Charter.

Section 3: Duties and Authority

The City shall employ Employee as City Manager pursuant to the powers, duties and responsibilities as set forth in the City of Venice Charter, the City's Code of Ordinances and all applicable state and federal law, as amended from time to time, and shall perform such other legally permissible and proper duties and functions as the City Council may, from time to time, assign to him.

Section 4: Compensation

Employee shall be paid a base annual salary of \$217,500.00 per year commencing on August 5, 2025, payable in installments at the same time and in the same manner as applicable to all general employees of the City. The City Council shall consider an annual increase to the Employee's salary as part of the budget cycle and based on performance following annual review or as deemed appropriate by the Council. Such salary increases, if any, shall become the new annual base salary under this Agreement without necessity of amending this Agreement.

Section 5: Health, Disability and Life Insurance Benefits

- A. The Employee and his eligible dependents are entitled to participate in the Employer's group health insurance program upon the same terms and conditions as other City of Venice employees.
- B. The Employee is entitled to participate in the Employer's short-term and long-term disability plans upon the same terms and conditions as other City of Venice employees.
- C. The Employee shall submit once per calendar year to a complete physical examination by a qualified physician who is a member of the City's health insurance plan, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the premium due for a term life insurance policy insuring the Employee's life in the amount of the Employee's annual base salary. The Employer shall maintain an accidental death and dismemberment insurance policy insuring the Employee. The Employee shall name the beneficiaries on both policies.

Section 6: Vacation and Sick Leave

- A. The Employee shall accrue sick and vacation leave on an annual basis in accordance with the City's Personnel Procedures and Rules.
- B. Upon separation from the City of Venice, the Employee shall be compensated for all accrued sick and vacation leave in accordance with the City's Personnel Procedures and Rules.

Section 7: Retirement

- A. The Employer shall enroll the Employee in the Florida Retirement System (senior management class). Employer and Employee contributions shall be made as required by law.
- B. The Employee is entitled to participate in the City's Section 457 deferred compensation plan upon the same terms and conditions as other City of Venice employees.
- C. The Employee is entitled to participate in the City's 401(a) deferred compensation plan upon the same terms and conditions as other City of Venice non-bargaining employees.

Section 8: Termination

- A. Resignation - Employee shall give the City at least ninety (90) days' notice prior to the effective date of his resignation from office. Should Employee resign his employment, Employee shall receive payment for the time actually worked under the terms of this Agreement and shall receive no severance pay or benefits under this Agreement or the City's Personnel, Procedures, and Rules except as provided herein.
- B. Termination by the City – The City Manager shall serve at the will and pleasure of the City Council subject to the terms of this Agreement. Involuntary termination shall be pursuant to the terms of Art. IV, Section 4.02 of the City Charter in effect as of the date of this Agreement.
 - 1. If terminated for cause, Employee shall not be entitled to any severance as set forth herein. "Cause" shall be defined as a conviction or adjudication of guilt for a felony by the Employee; a conviction or adjudication of guilt for a serious misdemeanor involving moral turpitude by the Employee; conduct as defined in Florida Statutes 443.036(29); a plea of nolo contendere to any of the above listed criminal charges; or the election or appointment to a public office that creates a prohibited dual office holding pursuant to Article II, Sec. 5(a), Florida Constitution.
 - 2. If terminated without cause, Employee shall be entitled to a lump sum severance pay equivalent to twenty (20) weeks of his compensation at the rate and effect at the time of termination in an amount not to exceed the provisions of Section 215.425 Florida Statutes (2024). Said severance payment shall be made within fifteen (15) days of termination. Until Employee receives severance, the City shall continue to provide benefits on the same basis that was provided to the Employee prior to termination. This provision of the Agreement is in effect upon execution by both parties.

Section 9: Severance

The Employer shall pay severance pay to the Employee only if a majority of the Venice City Council votes to terminate the Employee at a duly authorized public meeting for other than just cause as defined in section 8 or if the Employee resigns in response to an offer to accept resignation made by a majority of the Venice City Council.

The amount of severance pay shall be equal to twenty (20) weeks of his compensation at the rate and effect at the time of termination in an amount not to exceed the provisions of Section 215.425 Florida Statutes (2024). Said severance payment shall be made within fifteen (15) days of termination. Until Employee receives severance, the City shall continue to provide benefits on the same basis that was provided to the Employee prior to termination.

Section 10: Residency

Employee agrees to maintain residence within the City throughout the term of this Agreement.

Section 11: Professional Dues, Travel, and Job Related Expenses

A. The City shall pay all reasonable professional dues and subscriptions of Employee which are a necessary and appropriate part of his participation in national, regional and state and local associations or organizations necessary and desirable for his continued professional growth and development.

B. The City shall pay reasonable travel and expenses (including mileage reimbursement for use of Employee's personal vehicle) of Employee while on City business or while attending functions as a representative of or on behalf of the City in accordance with established policies of the City. Employee may use City vehicles for travel if available. Employee shall not be entitled to travel expenses associated with travel between his home and work.

C. The City shall pay travel and expenses of Employee for short courses, institutes, seminars that are necessary for Employee's professional development and for the benefit of the City subject to appropriation.

D. All reasonable travel and expenses of Employee shall be paid in accordance with Florida Statutes 112.061 and the City Code of Ordinances, as applicable.

Section 12: Other Terms and Conditions of Employment

All provisions of policy, law, ordinance, resolution, and rules of the Employer relating to retirement, sick leave, disability programs, holidays, and other fringe benefits and working conditions as they now exist or may be amended, shall apply to the Employee as they would to other employees of the City, except as herein provided.

Section 13: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective as of July 8, 2025.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the parties subsequent to the expungement or judicial modification of the invalid provision.

WHEREAS, the parties have executed this Agreement the day and year above written.

EMPLOYER

By: Nicholas Pachota, Mayor

Kelly Fernandez, City Attorney

EMPLOYEE

James Clinch

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 8th day of July, 2025, before me personally appeared NICHOLAS PACHOTA, Mayor, pursuant to authority granted by City Charter and the City council and to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed on behalf of the City of Venice.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

NOTARY PUBLIC -STATE OF FLORIDA

Printed Name of Notary

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 8th day of July, 2025, before me personally appeared James Clinch, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

NOTARY PUBLIC – STATE OF FLORIDA

Printed Name of Notary

My Commission Expires: