

EMPLOYMENT AGREEMENT

Introduction

This Agreement made and entered into this 14th day of February 2006, by and between the City of Venice, Florida, a municipal corporation, (hereinafter called "Employer") and **LORI STELZER** (hereinafter called "Employee"), both of who agree as follows:

Witnesseth:

WHEREAS, Employer desires to continue to employ the services of Employee as City Clerk of Venice, Florida as provided by Law and to provide for compensation and to establish the conditions of employment; and,

WHEREAS, the Employee desires to accept and continue employment as City Clerk for Employer.

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

Section 1: Term

This agreement shall remain in full force and effect until terminated by the Employer or Employee as provided in Section 8, 9 or 10 of this agreement and consistent with the terms of the City of Venice Charter.

Section 2: Duties and Authority

Employer agrees to employ Lori Stelzer as City Clerk to perform the functions and duties specified in the City of Venice Charter and by the City of Venice Code of Ordinances and to perform other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.

Section 3: Compensation

A. Employer agrees to pay Employee an annual base salary of \$82,000 payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer.

C. The Employer agrees to consider an increase to the compensation of the Employee at the same time that all other employees of the City receive annual salary adjustments.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, and comprehensive medical insurance for the Employee and her dependents equal to that which is provided to other Charter Officers of the City of Venice.

B. The Employer agrees to put into force and to make required premium payments for short term and long-term disability coverage for the Employee equal to that which is provided to other Charter Officers of the City of Venice.

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 amount of premium due for term life insurance in the amount of one times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

E. The Employee may elect to pay the premiums for vision and dental insurance for Employee and her dependents equal to that which is provided to other employees of the City of Venice.

Section 5: Vacation and Sick Leave

A. The Employee shall continue to accrue sick and vacation leave on an annual basis in accordance with the City's Personnel Procedures and Rules.

B. The Employee is entitled to accrue leave, in accordance with the City's Personnel Procedures and Rules, and in the event the Employee's employment is terminated, the Employee shall be compensated for all sick leave, vacation time, all paid holiday, and other benefits accrued to date in accordance with the City's Personnel Procedures and Rules.

Section 6: Retirement

A. The Employer agrees to continue enrollment of the Employee in the Senior Management Class of the Florida Retirement System and to make all the appropriate contributions on the Employee's behalf.

B. In addition to the Employer's payment to the Florida retirement system referenced above, Employer agrees to execute all necessary agreements provided by the City's authorized deferred compensation plan and/or defined contribution plan for Employee's continued participation in said supplementary retirement plan(s) and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to ten percent (10%) of the Employee's annual salary, not to exceed the maximum amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal installments each pay period. Employee shall retain all rights and ownership of the contributions made to such plan by either Employee or Employer.

Section 7. General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to such other national, regional, state, and local governmental groups and committees in which Employee serves as a member all in accordance with City policy.

C. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits in accordance with the applicable procedures of the Employer.

Section 8: Termination

For the purpose of this agreement, termination shall occur when:

1. The City Council votes to terminate the Employee at a duly authorized public meeting as provided in the City of Venice Charter, or,
2. If the Employer, citizens or legislature acts to amend any provisions of the charter or city code pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee or Employer shall have the right to declare that such amendments constitute termination; or,

3. Breach of contract is declared by either party, with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 8. If the Employee is terminated for other than cause, the Employer shall provide a minimum severance payment equal to three months salary at the then current rate of pay, with a maximum severance payment equal to one month salary at the then current rate of pay for each year of employment with the Employer as City Clerk, not to exceed six months. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and leave in accordance with the City's Personnel Procedures and Rules. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

If the Employee is terminated for other than cause, then for a period of three months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D, and
3. Short-term and long-term disability as provided in Section 4B.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 10: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 11: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside honorarium or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching or other speaking engagements with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this agreement.

Section 12: Residency

Employee agrees to maintain residence within 30 miles of the corporate boundaries of the City throughout the term of this agreement.

Section 13: Indemnification

Employer shall defend, save harmless and indemnify Employee as provided in the City of Venice Charter and the City of Venice Code of Ordinances.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: 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 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Venice, 401 West Venice Avenue, Venice, Florida 34285
- (2) EMPLOYEE: Lori Stelzer, 5884 Denison Drive, Venice, Florida 34293

Alternatively, notice required pursuant to this Agreement may be hand delivered. Notice shall be deemed given as of the date of hand delivery or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: 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 February 14, 2006.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect 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 all 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.

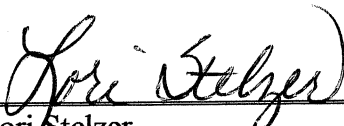
EMPLOYER


Dean Calamaras, Mayor

Approved as to Form:


Robert C. Anderson, City Attorney

EMPLOYEE


Lori Stelzer

Approved By City Council

Date: February 14, 2006

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 28th day of February, 2006, before me personally appeared DEAN CALAMARAS, 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

NOTARY PUBLIC-STATE OF FLORIDA
 Linda Gamble Depew
Commission #DD392218
Expires: MAR. 03, 2009
Bonded Thru Atlantic Bonding Co., Inc.

LINDA GAMBLE DEPEW
Printed Name of Notary

My Commission Expires: MARCH 3, 2009

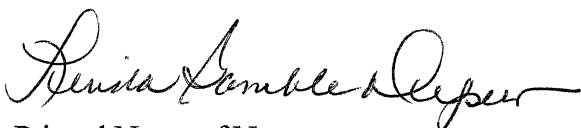
STATE OF FLORIDA
COUNTY OF SARASOTA

On this 23RD day of February, 2006, before me personally appeared LORI STELZER, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that she executed the same as her 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

NOTARY PUBLIC-STATE OF FLORIDA
 Linda Gamble Depew
Commission #DD392218
Expires: MAR. 03, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Printed Name of Notary LINDA GAMBLE DEPEW
My Commission Expires: MARCH 3, 2009

