

TOWN OF KENNETH CITY
INTERIM TOWN MANAGER/TOWN MANAGER EMPLOYMENT AGREEMENT

This Agreement is made this October 1, 2025, between the TOWN OF KENNETH CITY, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter, TOWN or “Town”), and **Timothy Will Herbert**, (hereinafter, “Interim Town Manager”, “Town Manager” or “Employee”) with **the employee’s first start date of November 1, 2025** under the terms and conditions set forth below:

WHEREAS, The Town Council recognizes the local government experience of the employee as Public Utilities Director for the adjacent municipality of Pinellas Park in Pinellas County, Florida provides over a decade of real-world experience with the administration of municipal public works and supervision of public employees and municipal procurement and budget process.

THEREFORE, TOWN COUNCIL ADOPTS AND APPROVES the following terms and conditions of employment for this employee:

The Employee shall act and begin at the position of “**Interim**” **Town Manager** and will maintain their current “Interim” role until one of the following milestones are met, and **when any ONE (1) of the following THREE (3) milestone(s) are met, the Interim Town Manager will automatically assume their role as “Town Manager”** under the Charter.¹

SECTION 1 – MILESTONES.

The three alternative milestones to achieve the level of Town Manager are as follows:

(1) the employee shall become a **Certified Public Manager** and official certification has been obtained, which can be in progress while candidate is the Interim Town Manager and carrying out the Town Manager duties. Kenneth City will provide training resources and funding, as is done with Police Department employees with similar pay-back expectations if early resignation occurs;

(2) the employee shall obtain a **bachelor’s degree in public administration** or similar field related to public administration and the position of Town Manager; **or**

(3) a **Charter Amendment** is passed by the residents to revise the requirement in the Charter Town Manager Qualifications of a CPM or bachelor’s degree.

Meaningful progress must be made to achieve any ONE (1) of the following THREE (3) milestone(s) each year, and annually thereafter as may be reviewed by the Town Council, if none of the milestones are achieved within the first year or subsequent years.

SECTION 2 – FIVE YEAR TERMS

The duration of this Agreement shall be for a period of **FIVE (5) successive 1 year annual contract terms as allocated in the annual budget each year**, commencing on the **Employee’s first day of employment on November 1, 2025**, and continuing each year annually, for five years until **November 1, 2030**. Thereafter, this Agreement shall be automatically renewed for successive annual terms for up to another FIVE (5) successive one-year terms **unless either party** gives notice of non-renewal at least **six (6) months** prior to the expiration of the current term.

¹ Town Charter Section 3.01. states: *“The Town Manager shall be a Certified Public Manager or possess, at minimum, a bachelor’s degree in public administration or related field and a minimum of three (3) years’ experience therein.”*

SECTION 3 – TOWN MANAGER DUTIES

The Town Manager is an employee that is employed by the TOWN as Town Manager to perform the functions and duties as specified in the Town's Charter, Code of Ordinances and other legally permissible and proper duties and functions as assigned by the Town Council. The Town Charter states that these duties at a minimum include the following Charter duties:

Supervise all Town employees except Town Charter Officials (i.e., the Town Clerk, Town Attorney report directly to the Town Council);

Prepare the budget annually and submit it to the town council;

Prepare and submit to the town council, as of the end of the fiscal year, a complete report on finances and administrative activities of the town for the preceding year;

Keep the town council advised of the financial condition and future needs of the town;

Make recommendations as the town manager to the Town Council; and

Perform such other duties as may be prescribed by this Charter or may be required by the town council not inconsistent herewith.

SECTION 4 – ETHICS COMPLIANCE

Employee shall be subject to the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees as well as the ICMA Code of Ethics with Guidelines in effect throughout the term of this Agreement as same may from time to time be amended. Employee shall join and remain a member in good standing of International Town Management Association (ICMA) throughout the term of this Agreement.

SECTION 5 – COMPENSATION

ANNUAL SALARY.

TOWN shall pay Employee for services rendered under this Agreement **an initial base salary at the amount of \$130,000.00** commencing on the first day of employment and payable in equal installments at the same time as other Town employees are paid. The Employee is entitled to the **same Cost of Living Allowance per year as other Town employees** and in addition, after an annual performance review the Employee may receive an additional **annual merit-based** increase set by the Town Council.

ANNUAL REVIEW.

Approximately 12 months from the date of this Agreement and again every 12 months thereafter, Town Council shall review Employee's performance and shall consider merit-based increase in Employee's salary, the amount of which shall be set by the Town Council.

SECTION 6 – BENEFITS

A. The Town shall provide Employee benefits now or hereafter provided to other general regular non-bargaining Town employees, including, but not limited to paid holiday, annual leave, health insurance, life insurance, and disability insurance:

1. **Insurance.** Employee may, at manager's own expense participate in the Town's vision and dental health insurance, life insurance, and disability insurance plans and any other insurance available to other general regular non-bargaining Town employees if desired. Employee's spouse and any eligible dependents may participate in the Town's health, vision, dental and other insurance available to the spouse and eligible dependents of general regular non-bargaining Town employees provided, however, that the cost of such participation shall be borne solely by Employee.

2. **Paid Time Off.** Employee shall be entitled to **thirty (30) days of paid time off** (PTO) annual leave accumulated upon the commencement of this contract and then shall accrue annual leave as provided to other general regular non-bargaining Town employees.

3. **Sick Leave.** Employee shall be entitled to **twenty (20) days of sick leave** that shall be documented on an as needed basis depending upon the circumstances of need and inability to work out of the office during sick time. Sick time leave shall not accrue if unused and the Town manager shall not be entitled to payment for unused sick days. In the event of major health related surgery and recovery, extended illnesses, medical issues, pandemic, loss or renovation of the town workspace(s), act of god or other comparable situation the Town Council has the discretion to approve additional sick days or work from home days if needed during the term of this contract.

B. The Town shall pay Employee an automobile allowance of **\$700.00 monthly** to offset any and all work-related use, financing, maintenance, personally obtained automobile insurance, and other costs and expenses for use of manager's **personal vehicle, (note: the monthly automobile allowance for IRS purposes is considered to be "taxable salaried compensation" under IRS tax requirements).**

C. City shall annually contribute **Eighteen percent (18%)** of Manager's **\$130,000 base salary** into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust 401[a] Plan, which after deposit by the City into the ICMA-RC plan can then be rolled over or transferred into another investment plan and/or money market, brokerage account, IRA (traditional etc.) at the sole investment discretion of the TOWN MANAGER. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401[a]) Plan referenced above, City agrees to execute all necessary agreements provided by ICMA-RC for Manager to participate, if desired, in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

D. The TOWN shall furnish Employee with an office and access to all needed computers, cellular phone, laptop, tablet, office furniture and supplies, current and future software and electronic devices that may assist a Town Manager (for example, A.I. technology) and any other tools necessary for manager's use in conducting Town business.

SECTION 7 – BUDGETED TOWN MANAGER EXPENSES

The TOWN shall pay all reasonable business expenses of Employee, in accordance with the general policy of the Town, including but not limited to membership dues in the ICMA and the Florida City County Management Association (FCCMA). Additionally, the TOWN shall pay or reimburse Employee for:

1. Reasonable professional dues and subscriptions.
2. Educational expenses that must be pre-approved by Town Council, and as subject to and as may be limited by IRS guidelines, that are incurred to maintain or improve Employee's professional skills and expenses for reasonable courses related to public administration and course work related to management skills and knowledge.
3. Educational expenses incurred to maintain or improve Employee's professional skills and expenses for registration fees, travel, room and meals while attending professional conference, workshops, conventions and seminars.
4. Other expenses budgeted or approved by Town Council as a budget amendment.
5. Town Manager Expenses shall not exceed the amount approved in the annual budget.

SECTION 8 –TERMINATION OR RESIGNATION

A. **TERMINATION - FOR CAUSE ONLY.** The Employee can be terminated for good cause only as set forth below in sections 8(A)1 and 2. Upon resignation, the Employee shall continue to work each day in person on-site until the last day, however, the Employee shall be entitled to payment for accrued unused annual leave (PTO). The Town will have no obligation to pay severance or pay benefits beyond any unused Paid Time Off (PTO), as set forth in this Agreement upon termination or resignation.

1. TOWN COUNCIL TERMINATION FOR CAUSE. This Agreement may be terminated by the TOWN by and through a **super-majority (4 out of 5 vote)** of the Town Council **for cause**, and "Cause" shall be defined for the purposes of this Agreement to include, serious misconduct or performance issues that violate company policies, employment agreements, or fundamental terms of the employment contract, requiring the employer to demonstrate that the employee's actions prompted the just cause termination. **Grounds for just cause termination include** but are not limited to willful acts of: theft, fraud, harassment, persistent incompetence, repeated policy violations, violation of state or federal laws related to job duties, substance abuse on the job, or falsifying information on an application. An employee may be terminated for just cause only after a fair and objective investigation provides substantial and credible evidence of misconduct and the employee has been given written notice and an opportunity to respond to the allegations. If terminated for cause, the Manager may request a post-deprivation "name clearing" hearing to present any facts or argument on the Manager's behalf for the record.

2. SUSPENSION WITHOUT PAY IF CHARGED WITH CRIME BY OUTSIDE ENTITY. In the event that the Employee is charged by an outside entity through arrest, indictment, an information or similar document with a felony, misdemeanor, or a crime involving moral turpitude, driving under the influence while on Town business or unlawful possession of a controlled substance, the Town Council may suspend the Employee without pay or benefits pending disposition of the charges. Upon a conviction of any such charge, regardless of whether adjudication is withheld, at the sole option of the Town Council, the Employee may be terminated without benefits or severance pay. Employee hereby waives any rights under the Town Charter pertaining to such termination, including but not limited to, preliminary resolution notice and hearing. When deemed necessary or appropriate by the Town Council, the Employee may be suspended from the Town Manager's duties with pay until the matters that gave rise to the suspension are resolved to the satisfaction of the Council. Employees hereby waive any rights under the Town Charter pertaining to such suspension. Upon the dismissal of such

charges or upon the Employee being acquitted or found not guilty of same, the Employee may be reinstated.

B. RESIGNATION.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from manager's position; however, manager shall give the TOWN written notice at least thirty (30) days prior to the effective date of such resignation unless this notice requirement is waived in writing by the TOWN. As set forth above **upon any resignation, the Employee shall continue to work each day for at least the final thirty (30) days of employment in person on-site and will not utilize PTO during the final 30 days**, but the Employee shall be entitled to payment for accrued unused annual leave (PTO) including any PTO accumulated and not used during the final 30 days. The Town will have no obligation to pay severance, sick time or pay any other benefits **beyond 160 hours of unused Paid Time Off (PTO)**, as set forth in this Agreement beyond the termination or resignation date.

SECTION 9 – INDEMNIFICATION

A. To the extent allowed by law, the TOWN shall defend by providing legal defense including an attorney and payment of interim monthly attorney's fees as incurred during defense, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, criminal or ethical complaint or any other legal action, arising from any act, with this alleged or real, or omission which may occur within the scope of Employee's employment and performance of the Employee's duties as Interim/Town Manager provided however that said complaint is successfully defended against the Interim/Town Manager. The TOWN may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith, if any including Town Manager's attorney's fees.

B. In the event it is determined by a court of competent jurisdiction that such claim or complaint did not involve official duties as Interim/Town Manager, or was the result of willful malfeasance or criminal misconduct by Employee, or in the event the Employee enters a plea of nolo contendere regardless of whether adjudication is withheld, then the complaint or claim shall be deemed to have not been successfully defended against and this indemnification shall not be applicable. Further, in the event the TOWN has expended funds for the defense of Employee against any complaint or claim that is not successfully defended against, then Employee shall be responsible for returning or reimbursing the TOWN for all such costs and fees expended by the TOWN.

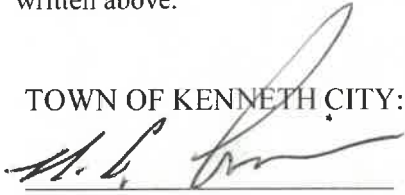
SECTION 10 – MISCELLANEOUS PROVISIONS

A. This Agreement shall be construed and enforced pursuant to the laws of the State of Florida. For any litigation pertaining to this Agreement, the parties agree to venue in Pinellas County, Florida.

B. This Agreement constitutes the entire Agreement between the parties and has been approved by the Town Council of the Town of Kenneth City at noticed public meeting.

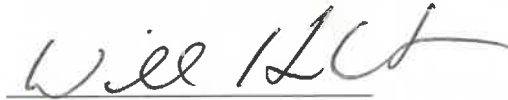
IN WITNESS WHEREOF, the parties have executed this Agreement in the TOWN OF KENNETH CITY, Pinellas County, Florida, after approval by the Town Council on October 1, 2025 as first written above.

TOWN OF KENNETH CITY:



As approved by the Town Council

INTERIM TOWN MANAGER:



By: Interim Town Manager

ATTESTED TO:



TOWN DEPUTY CLERK

APPROVED AS TO FORM:



TOWN ATTORNEY