

Exhibit "A"

**EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WELLINGTON
AND JAMES E. BARNES**

Introduction

This Agreement, made and entered into this 118th day of ~~December~~ October ~~2022~~2020, by and between the Village of Wellington, Florida, a Florida municipal corporation (hereinafter called "VILLAGE"), and James E. Barnes (hereinafter called "VILLAGE MANAGER"). In consideration of the mutual obligations set forth below, the VILLAGE and VILLAGE MANAGER agree as follows:

Section 1: Term

- A. The term of this Agreement shall begin ~~January 2, 2021~~ December 31, 2022 and remain in effect until ~~January 2, 2023~~ December 31, 2026. The term of this Agreement may be modified by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the VILLAGE to terminate the service of VILLAGE MANAGER at any time, subject only to the provisions set forth in Section 12 herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the VILLAGE MANAGER to resign at any time, subject only to the provisions set forth in Section 12 herein below.
- D. At least one hundred and twenty days (120) prior to the expiration of this agreement, the Manager shall notify each member of the Village Council in writing of the VILLAGE MANAGER's intentions for future employment beyond the expiration of this contract.

Section 2: Duties and Authority

The VILLAGE MANAGER shall be responsible to the VILLAGE and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, and Policies and Procedures of Wellington and as provided by Florida Law and as mutually agreed to by the VILLAGE MANAGER and VILLAGE from time to time, as well as the functions and duties of the Chief Administrative Officer of the Acme Improvement District. The VILLAGE shall be responsible for setting Policy and the VILLAGE MANAGER shall be responsible for implementing Policy. The VILLAGE MANAGER shall devote whatever time is necessary to perform the duties of the position. The VILLAGE MANAGER shall remain in the exclusive employment of the Village of Wellington until termination of this Agreement. The VILLAGE MANAGER shall not be employed by any other employer until the termination of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on the VILLAGE MANAGER's time off not ~~in~~ in excess of an average of four (4) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes and with specific written notice given to the Wellington Council. The VILLAGE MANAGER shall devote his full time to act as the Wellington Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of Wellington and such other duties as the VILLAGE may assign from time to time. During the term of this Agreement and any extensions thereof, the VILLAGE MANAGER shall not hold office in any political party or political organization. The VILLAGE MANAGER agrees to direct and supervise the operation of Wellington and Acme Improvement District and appoint and employ such personnel as may be necessary for the proper and efficient operation of both entities. Subject to budget limitations, the VILLAGE MANAGER shall be solely responsible for the hiring, firing and direction of all non-charter Wellington employees. The VILLAGE shall be solely responsible for the hiring and firing of all Charter Officers. The VILLAGE MANAGER shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington as determined by the VILLAGE.

Section 3: Compensation

The ~~initial~~-base salary for the VILLAGE MANAGER shall be \$~~23748,50~~00 per annum, which shall be payable in installments at the same time as other employees of the VILLAGE are paid. The VILLAGE MANAGER shall be provided a minimum ~~52% merit~~ increase added to base salary at the beginning of each fiscal year, beginning on October 1, 202~~3~~4.

Section 4: Health, Disability and Life Insurance Benefits

- A. The VILLAGE agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the VILLAGE MANAGER and his/her spouse and dependents equal to that which is provided to all other employees of the Village.
- B. The VILLAGE agrees to provide and to make required premium payments for short term and long-term disability coverage for the VILLAGE MANAGER.
- C. The VILLAGE agrees to provide and to pay the premiums due for whole life insurance in the amount of \$~~7550~~0,000. The VILLAGE MANAGER shall name the beneficiary of the life insurance policy. Such insurance shall be in lieu of any other life insurance VILLAGE would otherwise provide.
- D. The VILLAGE MANAGER shall be entitled to all benefits provided to other Village employees now or in the future, except as expressly modified herein. In the event the terms of this Agreement conflict with the terms of any benefits set forth in the Village's official Employment Manual, as amended from time to time, the provisions of this Agreement shall control.

Section 5: Vacation and Sick Leave

- A. The VILLAGE MANAGER shall accrue paid time off leave (PTO) on an annual basis and may buy back PTO at the rate provided to any other Village employees with similar length of service. VILLAGE MANAGER shall retain all PTO/MIL accrued and unused prior to the effective date of this Agreement. VILLAGE MANAGER may carry over all unused PTO from year to year up to the 600 hours maximum.
- B. The VILLAGE MANAGER shall accrue major illness leave (MIL) at the rate provided to any other Village employees up to a maximum cap of 480 hours.
- C. In the event the VILLAGE MANAGER's employment is terminated, either voluntarily or involuntarily, the VILLAGE MANAGER shall be compensated for all accrued and unused PTO leave and accrued and unused MIL.

Section 6: Automobile

VILLAGE MANAGER's job duties and responsibilities require that he has the exclusive and unrestricted use of an automobile at all times during his employment with the VILLAGE. As such the VILLAGE shall provide VILLAGE MANAGER with an automobile allowance in the amount of \$800.00 per month to cover the expense of his personal vehicle ("Automobile Allowance"). VILLAGE MANAGER shall be responsible for any employee payroll taxes imposed upon the Automobile Allowance in accordance with applicable law; or, the VILLAGE shall provide the VILLAGE MANAGER with exclusive lawful use of a late model unmarked automobile during the terms of his employment. The VILLAGE shall be responsible for obtaining and funding the cost of all related expenses including but not limited to liability, property damage and comprehensive insurance coverages as well as for the purchase, operation, maintenance, repair, and regular replacement of such provided vehicle. All insurance coverage will be extended to include business and non-business passengers in Village provided vehicle.

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Section 7: Retirement

The VILLAGE MANAGER shall be eligible to participate in the Florida Retirement System (FRS) or any successor plans currently available to Village employees. The VILLAGE MANAGER shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS. The VILLAGE shall contribute to a deferred compensation (457) account of the VILLAGE MANAGER's choosing, an amount equal to the maximum contribution allowable pursuant to Federal Law, as it may be from time to time amended. The plan shall provide that the contributions made to the plan and all earnings therein will be vested in the VILLAGE MANAGER on January 1, 2026. The term vested as used herein means that the plan and earnings, once vested in VILLAGE MANAGER, become the sole property of the VILLAGE MANAGER at and not before said date.

Section 8: General Business Expenses

- A.** VILLAGE agrees to budget for and to pay for professional dues and subscriptions of the VILLAGE MANAGER necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the VILLAGE MANAGER's continued professional participation, growth, and advancement, and for the good of the VILLAGE.
- B.** VILLAGE agrees to budget for and to pay for reasonable travel and subsistence expenses of VILLAGE MANAGER, in accordance with federal and state laws and guidelines, for professional and official travel, meetings, and occasions to adequately continue the professional development of VILLAGE MANAGER and to pursue necessary official functions for VILLAGE, including but not limited to the ICMA/APA Annual Conference, the state municipal association, and such other national, regional, state, and local governmental groups and committees in which VILLAGE MANAGER serves as a member.
- C.** VILLAGE also agrees to budget for and to pay for reasonable registration, travel and subsistence expenses, in accordance with federal and state laws and guidelines, of VILLAGE MANAGER for courses, institutes, and seminars including courses for credit at a regionally accredited college or university, that are necessary for the VILLAGE MANAGER's professional development and for the good of the VILLAGE.
- D.** VILLAGE acknowledges the value of having VILLAGE MANAGER participate and be directly involved in local civic clubs or organizations. Accordingly, VILLAGE shall pay for the reasonable membership fees and/or dues to enable the VILLAGE MANAGER to become an active member in local civic clubs or organizations.

Section 9: Telecommunications/Technical Equipment

The VILLAGE will provide the VILLAGE MANAGER with appropriate support, supplies, materials and equipment to conduct the business of the Village including cellular telephone, tablet, and/or personal computer(s), including use of cellular data as necessary to carry out the duties of the Village Manager.

Section 10: Ethics

The VILLAGE MANAGER shall adhere to the International City/County Management Association (ICMA) Code of Ethics and State, County and Village ethics policies or laws throughout his term of employment.

Section 11: Residency

The VILLAGE MANAGER shall reside within the corporate boundaries of the Village of Wellington during the term of employment.

Section 12: Termination and Severance Pay

- A.** Without Cause.
 - 1. VILLAGE may terminate VILLAGE MANAGER without cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with 14 calendar day's written

notice. At its sole discretion, during the notice period, VILLAGE may require the VILLAGE MANAGER to cease or limit the work performed on VILLAGE matters.

2. The VILLAGE's termination of VILLAGE MANAGER without cause shall be in accordance with the provisions of the Wellington Charter and the determination of Wellington's Council shall be final and non-appealable.
3. Severance Pay.

a. In the event VILLAGE MANAGER is terminated by the VILLAGE Without Cause prior to December 31, 2024, VILLAGE MANAGER shall receive Severance Pay equal to the gross amount of ~~twelve-sixteen~~ (162) weeks Base Salary in effect at the time of termination and shall be provided ~~twelve-sixteen~~ (162) weeks of continued coverage in the VILLAGE's Health Insurance Program under the terms in effect at the time of termination, but shall not include any other Benefits or perquisites as may be otherwise permitted by §215.425, F.S. (hereinafter referred to as "Severance Pay"). In the event VILLAGE MANAGER is terminated by the VILLAGE Without Cause on or after December 31, 2024, VILLAGE MANAGER shall receive Severance Pay equal to the gross amount of twenty (20) weeks Base Salary in effect at the time of termination and shall be provided twenty (20) weeks of continued coverage in the VILLAGE's Health Insurance Program under the terms in effect at the time of termination, but shall not include any other Benefits or perquisites as may be otherwise permitted by §215.425, F.S. (hereinafter referred to as "Severance Pay").

a-b.

b-c. Severance Pay shall be made within 30 calendar days after receipt of an executed General Release, including all employment-related claims, by VILLAGE MANAGER in favor of VILLAGE in a lump sum cash payment, less applicable withholdings and other required deductions.

c-d. VILLAGE MANAGER's failure to deliver a fully executed General Release, including all employment related claims, to VILLAGE within thirty (30) calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. VILLAGE may terminate VILLAGE MANAGER with cause as provided herein.
2. "With Cause" is defined as termination based upon any of the following actions by the VILLAGE MANAGER:
 - a. fraud;
 - b. embezzlement;
 - c. conviction of a felony;
 - d. negligence in the performance of official duties;
 - e. violation of Florida's or Palm Beach County's Code of Ethics;
 - f. violation of VILLAGE's Code of Ethics and Conflict of Interest or Outside Employment Policies;
 - g. violation of the VILLAGE's No-Harassment Policy or its Equal Employment Opportunity Policy;
 - h. violation of VILLAGE's Drug-Free Workplace Policy;
 - i. misconduct, as defined in Florida Statute 443.036(30), as amended from time to time;
 - j. breach of this Contract; or
 - k. engaging in activities or conduct injurious to the reputation of the VILLAGE, including without limitation, engaging in immoral or criminal acts that become public information.
3. VILLAGE may terminate VILLAGE MANAGER with cause at any time during the term of the Agreement, or any extension of the term authorized by written amendment, with written notice issued to VILLAGE MANAGER describing the actions claimed by the VILLAGE constituting such grounds and the effective date of the termination. At its sole discretion, prior to the effective date of termination, VILLAGE may require VILLAGE MANAGER to cease or limit the work performed on VILLAGE matters, during which time VILLAGE MANAGER is entitled to such regular compensation as is due under this Agreement until the effective date of the termination as provided in the notice.
4. The VILLAGE's termination of the VILLAGE MANAGER with cause shall be in accordance with the provisions of the Wellington Charter and the determination of Wellington's Council shall be final and non-appealable.
5. VILLAGE MANAGER is not entitled to, and VILLAGE shall not make payment for, Severance Pay due to termination with cause.

C. Resignation.

1. VILLAGE MANAGER may voluntarily resign his employment with VILLAGE by providing VILLAGE ninety (90) days written notice in advance. During the 90-day period, VILLAGE may require VILLAGE MANAGER to cease or limit the work performed on VILLAGE matters, during which time VILLAGE MANAGER is entitled to such regular compensation as is due under this Agreement until the effective date of the resignation as provided in the notice.
2. VILLAGE MANAGER is not entitled to, and VILLAGE shall not make payment for, Severance Pay due to resignation from employment.

D. Expiration of Term.

1. VILLAGE MANAGER's employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent term where extended by a written amendment.
2. VILLAGE MANAGER is not entitled to, and VILLAGE shall not make payment for, Severance Pay due to the expiration of the Term, or any subsequent term where extended by a written agreement.

E. Death.

1. This Agreement, the Term and VILLAGE MANAGER's employment shall terminate automatically upon the VILLAGE MANAGER's death.
2. VILLAGE MANAGER is not entitled to, and VILLAGE shall not make payment for, Severance Pay as a result of death.

Section 13: Performance Evaluation

Annually, the VILLAGE and VILLAGE MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of Wellington and Acme Improvement District and progress towards attaining VILLAGE's policy directives and shall further establish a relative priority among those various goals and objectives. Progress towards such goals and objectives shall be evaluated annually or as otherwise agreed to by both parties.

Section 14: Hours of Work

It is recognized that the VILLAGE MANAGER must devote a great deal of time outside the normal office hours on business for the VILLAGE, and to that end VILLAGE MANAGER shall be allowed to establish an appropriate work schedule.

Section 15: Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes for tort actions, the VILLAGE shall defend, save harmless and indemnify VILLAGE MANAGER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of VILLAGE MANAGER's duties so long as VILLAGE MANAGER is acting within the scope of his employment. The VILLAGE, or its insurance carrier, will defend all such claims and actions at its own cost through competent counsel through administrative, trial, and appellate proceedings and shall pay or settle any such claim or suit or judgment rendered thereon. This Section shall survive cancellation or termination of this Agreement.

Section 16: Other Terms and Conditions of Employment

The VILLAGE, only upon agreement with VILLAGE MANAGER, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the VILLAGE MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Wellington Charter or any other law.

- A. Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- B. No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by VILLAGE MANAGER.
- C. Governing Law:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Palm Beach County, Florida.
- D. Bonding:** The Village shall bear the cost of any fidelity bond or other guarantee that may be required of VILLAGE MANAGER under any law or ordinance.

Section 17: Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

VILLAGE: Mayor and Members of the Village Council
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

With a copy to: Laurie Cohen
Village Attorney
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

VILLAGE MANAGER: James E. Barnes
1361 Torrington Avenue
Wellington, FL 33414

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

- A.** Integration. This Agreement sets forth and establishes the entire understanding between the VILLAGE and the VILLAGE MANAGER relating to the employment of the VILLAGE MANAGER by the VILLAGE. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement, signed by both parties, 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 VILLAGE and the VILLAGE MANAGER as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- D.** Effective Date. This Agreement shall become effective on January 2, 2021.
- E.** 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 both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Village of Wellington, through its Mayor, authorized to execute same, and JAMES E. BARNES, authorized to execute same.

VILLAGE OF WELLINGTON

ATTEST:

By: _____
Anne Gerwig, Mayor

Chevelle Addie, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Laurie Cohen, Village Attorney

VILLAGE MANAGER

By: _____
James E. Barnes