

**SPRING LAKE IMPROVEMENT DISTRICT  
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this ~~15<sup>th</sup>~~ 9<sup>th</sup> day of October,  
2019~~February, 2017~~ by and between Spring Lake Improvement District, a special  
district and public corporation of the State of Florida, hereinafter called the "District,"  
as party of the first part; and Joseph DeCerbo, hereinafter called "Employee," as  
party of the second part, on the following terms and conditions:

**WITNESSETH:**

WHEREAS, the District desires to continue to employ the services of Joseph  
DeCerbo as District Manager; and,

WHEREAS, it is the desire of the Board of Supervisors of the District,  
hereinafter called the "Board" to extend an employment agreement to Joseph DeCerbo

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

Section 1. Duties

District hereby agrees to employ Joseph DeCerbo as District Manager, to  
administer and perform the functions, duties and powers specified in the District  
Enabling Act, House Bill 1487, and Chapter 298 Florida Statutes, as amended from time  
to time, and to perform such other legally permissible and proper duties and functions  
as the Board shall from time to time assign.

Section 2. Term

A. Employee agrees to continue employment as the District Manager of the  
Spring Lake Improvement District, Sebring, Florida, effective with the signing of this

agreement, and to continue in such capacity for a period of ~~three (3)two (2)~~ years.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement, and the SLID employee handbook/policies.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of District Manager of the District. In the event Employee voluntarily resigns Employee's position with District, the Employee shall give the Board sixty (60) days written notice in advance. In the event Employee voluntarily resigns, Employee shall be entitled only to payment of salary accrued to date of termination and for unused paid time *off* and sick leave in accordance with ~~this agreement~~District policy.

D. After the initial term of ~~three (3)two (2)~~ years, this Agreement shall automatically renew for a period of one (1) year, unless the Board gives Employee written notice of its intention not to renew this Agreement at least six (6) months prior to the expiration of the current term. Such written notice is to be adopted at a regular public meeting of the Board.

### Section 3. Termination for Cause and Severance Pay

A. In the event that Employee is terminated by the Board during such time as Employee is willing and able to perform the duties of District Manager, then the Board agrees to continue Employee's salary and benefits in full force for six (6) months after the date of termination as a severance benefit; provided however that in the event

Employee is terminated as a result of a conviction of any felony, gross violation of District policies, any crime of moral turpitude or any illegal act involving personal gain in conjunction with employment as District Manager, the Board shall have no obligation to make any salary and benefit payments after the date of such termination. Employee waives any entitlement to unemployment compensation in consideration of severance pay.

B. A lump sum cash payment of the salary and benefits that Employee would be entitled pursuant to Section 3 paragraph A herein may be requested in writing by Employee within thirty (30) days following the date of termination. The Board shall pay such lump sum payment to Employee within thirty (30) days of Employee's written request therefore.

C. If the Board at any time during the employment of said Employee reduces the salary or other financial benefits of Employee in greater percentage than an applicable across-the-board reduction for all District employees, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal or informal demand by the Board that Employee resign, then in that event, Employee may at Employee's option be deemed to be "terminated" as of the date of such reduction or such refusal or such resignation demand and shall be entitled to the continuation of salary and benefit payments as stated in Section 3 paragraph A of this Agreement.

Section 5. Salary

District agrees to pay Employee for services rendered pursuant to a FY '2016 salary of \$97,05340. Future salary adjustment will be considered as part of the budget adoption process for future years. In addition, District agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent that the Board may determine that it is desirable to do so, on the basis of an annual salary and performance review of said Employee.

Section 6. Automobile

A. The District shall provide to the Employee the use of a vehicle.

Section 7. Hours of Work

A. Employee agrees to devote the amount of time and energy that is necessary for Employee to faithfully perform his duties under this Agreement.

B. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the District, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

Section 9. Professional Development

A. District hereby agrees to budget and to pay the travel and related expenses of Employee for professional and official travel, meetings, and to adequately pursue necessary official and other functions for the District, including, but not limited to, the meetings of local and state government and District associations, as may be



beneficial to the interests of Spring Lake.

Section 10. General Expenses

District recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, according to District policies, and the District Administrator is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash voucher, receipts, statements, or personal affidavits, as may be approved.

Section 11. Vacation, Sick and Holiday Time

Employee shall earn 200 hours of vacation time each year, prorated over each pay period. Employee shall earn 13 days of sick time each year, prorated over each pay period. The salary received by Employee, as stated in Section 5 herein, is inclusive holiday time that is paid on the holiday schedule annually adopted by the Board. The employee shall be permitted to carry over a maximum of 1,000 hours of accumulated vacation and sick days past the end of each fiscal year an amount not to exceed 200 hours of vacation time and 30 days of sick time, accrued according to District policies. In the event that the employee shall leave the employ of the District by resignation or removal, Employee shall be entitled to compensation for all days of vacations and sick time credited to Employee.

Section 12. Health, Pension, ~~Term~~ and Life Insurance

- A. The District agrees to provide health coverage, pension, term and life insurance, and any other programs deemed appropriate by the Board ~~this provision shall be retroactive to May 2016.~~

### Section 13. Performance Evaluations

Board will evaluate the performance of Employee each year. This review and evaluation shall follow criteria and procedures determined by the Board. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for Employee to take affirmative action to address weaknesses and areas needing improvement.

### Section 14. Other Terms and Conditions of Employment

A. Board shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District Enabling Act, or any other Statute.

B. All provisions of the District Enabling Act, and regulations and rules of the District relating to vacation time, sick time, holiday time, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other management level employees of District in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided herein.

Section 15. Indemnification

In addition to that required under state and local law, the Board shall defend save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as District Manager, unless Employee has acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The Board may settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 16. Notices

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

As to the Board:

Chairman, Board of Supervisors  
Spring Lake Improvement District  
115 Spring Lake Boulevard  
Sebring, Florida 33876

As to Employee:

Joseph DeCerbo  
321 Duane Palmer Blvd.  
Sebring, Florida 33876

Section 17. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution.

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

E. In any dispute related to the Agreement, the prevailing party shall be entitled to receive the costs of litigation, inclusive of all attorney fees at pretrial, trial and all level of appeals. The venue for such litigation shall be Highlands County, Florida.



IN WITNESS, WHEREOF, The Spring Lake Improvement District has caused this Agreement to be signed and executed in its behalf by the President of the Board of Supervisors and duly attested by the Secretary of the Board of Supervisors, and the Employee has signed and executed the Agreement, both in duplicate, this date.

EMPLOYEE:

\_\_\_\_\_  
Joseph DeCerbo

**SPRING LAKE  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
Vice Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
William Nielander  
District Attorney

(SEAL)