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EMPLOYMENT AGREEMENT

Executive Director of the Sunrise Theatre

ADMINISTRATIVE SERVICES
CITY OF FT. PIERCE

CITY OF FORT PIERCE, FLORIDA

THIS EMPLOYMENT AGREEMENT made and entered into this 17th day of March, 2008, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, hereinafter referred as to "CITY" and JOHN D. WILKES, hereinafter referred to as "EMPLOYEE".

WHEREAS, CITY is in need of the professional services of a person possessing a high degree of skill in the areas of theater administration, financial management, programming and outreach and development in the performing arts industry to administer the Sunrise Theatre; and

WHEREAS, CITY is desirous of engaging the services of EMPLOYEE as the Executive Director of the Sunrise Theatre and said EMPLOYEE is willing to become such Executive Director.

WITNESSETH:

1. Employment. CITY does hereby engage the services of EMPLOYEE for a period of three (3) years commencing on the 31st day of March, 2008, and ending on the 30th day of March, 2011. In the event written notice is not given by either party to this Agreement to the other sixty (60) days prior to the termination date as herein above provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said Agreement shall continue thereafter for one (1) year periods unless either party hereto gives sixty (60) days written notice to the other party that the party does not wish to extend this Agreement for an

additional one (1) year term.

2. Compensation. CITY shall pay EMPLOYEE, and EMPLOYEE shall accept from CITY, in full payment for EMPLOYEE'S services hereunder, compensation at the rate of On Hundred and Twenty-Five Thousand Dollars (\$125,000) per annum, payable biweekly. Said compensation may be increased each year in such amounts, at such times, and to such extent as the City Manager may determine based upon a performance appraisal. In addition, EMPLOYEE shall be eligible for any such salary adjustment as may be awarded to regular fulltime employees during his employment.
3. Supervision. EMPLOYEE, as the Executive Director of the Sunrise Theatre, shall be under the supervision of the City Manager, or his designee, and EMPLOYEE will perform such services as will be required of him by the City Manager, or his designee, and the laws of the CITY and State of Florida.
4. Vehicle. EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use of a vehicle at all times during his employment with CITY. At the EMPLOYEE'S election, he may use his own vehicle, in lieu of a CITY vehicle, and be allowed to draw THREE HUNDRED AND FIFTY (\$350) DOLLARS per month car allowance for the use of his personal vehicle.
5. Termination and Severance Pay.
 - A. At all times during the term of this Agreement, EMPLOYEE shall be deemed an employee at will, and may be terminated at any time, with or without cause.
 - B. In the event EMPLOYEE is terminated by the CITY before the expiration of the aforesaid term of employment, and during such time that

EMPLOYEE is willing and able to perform his duties under this Agreement, then in that event CITY agrees to pay EMPLOYEE either a lump sum, to include benefits, equal to six (6) months pay, or, shall pay salary and benefits equivalent to six (6) months of employment; provided, however, that in the event EMPLOYEE is terminated because of his conviction of any felony or any misdemeanor involving moral turpitude, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

C. The CITY may not at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than an applicable across the board reduction for all employees of the CITY. In the event the CITY refuses, or fails, following written notice, to comply with any provision benefiting EMPLOYEE herein, or in the event EMPLOYEE resigns following a request by the CITY that they resign, then in that event, EMPLOYEE may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein stipulated severance pay Subsection 5(B) above.

D. In the event the EMPLOYEE voluntarily resigns his position before expiration of the aforesaid terms of his employment, then EMPLOYEE shall provide CITY sixty (60) days notice in advance, unless both parties otherwise agree.

6. Professional Development.

A. CITY hereby agrees to budget for and to pay the travel and subsistence

expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately attend necessary official and other functions for CITY.

B. CITY also agrees to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for their professional development and for the good of the CITY.

C. The sums required for A and B above shall be subject to the approval by the City Manager.

7. Outside Employment. EMPLOYEE shall not accept other or outside employment while an employee of CITY, unless the City Manager has specifically approved the same. A request for approval of "other or outside" employment shall pertain to casual or occasional activities of EMPLOYEE which would not adversely affect EMPLOYEE's discharge of his duties under the terms of this Employment Agreement. In determining whether or not to approve a request for "other or outside" employment, the City Manager shall be the sole judge of whether nor would not the proposed outside employment adversely affect EMPLOYEE's discharge of his duties hereunder.

8. Best Efforts of Employee. EMPLOYEE agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of CITY. EMPLOYEE further agrees that he will continue his education and training so

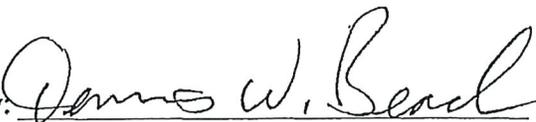
that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as CITY shall in good faith require, or as the interest, needs or opportunity of CITY shall require.

9. Other Benefits. EMPLOYEE shall be entitled to receive the same vacation, sick leave and health insurance benefits as defined in City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment of same upon termination of employment.
10. Disability. If EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 5. However, EMPLOYEE shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.
11. At Will Employment. The EMPLOYEE is an employee-at-will and works at the pleasure of the City Manager, or his designee, who may, at any time and without showing cause, terminate this Employment Agreement, subject to the provisions of Paragraph 5, Termination and Severance Pay.
12. Liability. The CITY agrees to extend its policy to provide a defense to the EMPLOYEE for liability claims growing out of the EMPLOYEE'S job as Executive Director of the Sunrise Theatre. The CITY reserves the right to determine that the EMPLOYEE has not been in any violation of the law, nor

has he acted outside of the scope of his employment before determining to furnish said defense.

IN WITNESS WHEREOF, the parties have affixed their signatures on the above date.

EMPLOYER:

By: 
Dennis W. Beach, City Manager

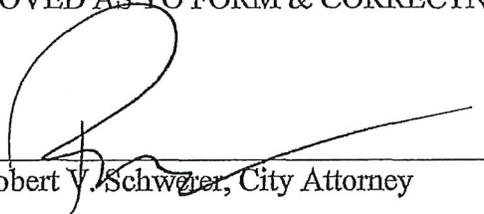
ATTEST:

By: 
Cassandra Steele, City Clerk

EMPLOYEE:

By: 
John D. Wilkes

APPROVED AS TO FORM & CORRECTNESS:

By: 
Robert V. Schworer, City Attorney