

**SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
EMPLOYMENT AGREEMENT
WITH MARGRET WUERSTLE**

This employment agreement is made and entered into by and between the Southwest Florida Regional Planning Council (hereinafter referred to as the "Council") and Margaret Wuerstle (hereinafter referred to as the "Executive Director"). The parties agree to the following terms of employment:

1. Employment

The Council hires Margaret Wuerstle to serve as Executive Director of the Council. The Executive Director serves at the pleasure of the Council.

2. Duties

The Executive Director will have the following duties:

- A. Prepare and present to the Council an annual Workplan to accomplish the mission and vision of the Council. The annual Workplan will include long range goals and objectives, and short-term action steps with objective performance monitoring criteria consistent with the Strategic Regional Policy Plan.
- B. Lead implementation of approved Workplans through planning, organizing, and directing the operation of staff and collaborating and coordinating with outside stakeholders.
- C. Manage Council finances, oversee budget development, implementation and financial reporting.
- D. Prepare an agenda for each Council meeting, after consultation with the Council Chair; attend all Council meetings and Committee meetings.
- E. Ensure that the Council, its employees and its programs are in compliance with state and federal regulations and laws.
- F. Prepare or supervise the preparation of all reports required by the local, regional, state or federal agreements.
- G. Hire, supervise, manage and dismiss any employees of the Council.
- H. Represent the Council with the Florida Regional Councils Association and other national, regional and local organizations consistent with the annual Workplan, Strategic Regional Policy Plan, and budget.
- I. All duties as defined in the Council's Job Description for the Executive Director.
- J. Such other duties as may be assigned by the Council from time to time.

- K. Work forty (40) hours or more per week with no other gainful employment or other income producing activities. Exceptions to this are:
- 1) Weekend activities related to religious or non-profit agencies with no Council resources or work week hours devoted to this exception.
 - 2) Adjunct teaching at the post secondary level that does not impede fulfilling the duties of Executive Director.

3. Compensation

The Executive Director will be compensated as follows:

- A. Commencing February 1, 2018, the Executive Director will receive an annual salary of \$118,820 which will be paid on the same schedule as all other Council employees. Future increases in salary are determined yearly at the annual review based on performance, cost savings and new revenues.
- B. Benefits will be provided as follows:
- 1) Insurance:
 - a. The Council will provide term life insurance, short term disability, and long term disability on the same level and schedule as all other Council employees.
 - b. The Council will provide medical insurance, dental insurance and vision insurance on the same level and schedule as all other employees.
 - 2) Retirement:

The Executive Director is designated in the Senior Management Service classification in the Florida Retirement System. The Council will contribute the State mandated contribution to the FRS on behalf of the Executive Director.
 - 3) Leave:

The Executive Director will receive paid holidays, accrue personal leave at the rate of 14 hours per month and accrue sick leave at the rate of 10 hours per month consistent with Council approved employee benefits. The Executive Directive may accrue up to 240 hours of personal leave at the end of the fiscal year.
 - 4) Other:
 - a. The Executive Director will be reimbursed for automobile mileage on the same schedule as all other Council employees.
 - b. The Executive Director is entitled to all other benefits that are provided for Council employees, except as limited by **Section 4., Terms and Severability**, of this Agreement presented below.

4. Terms and Severability

A. Terms

- 1) For the period February 1, 2012, through January 31, 2013, the Executive Director's performance will be reviewed quarterly by the Executive Committee. For all subsequent periods, the Executive Director's performance will be evaluated annually, no later than February 1st of each year.
- 2) The Council and the Executive Director will review this employment agreement annually and any modifications, revisions or changes agreed upon will be incorporated into the employment agreement no later than February 1st, of each year.

B. Termination Provisions

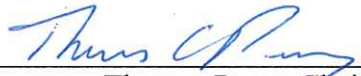
- 1) The Executive Director must give forty-five (45) days written notice to terminate this employment agreement. The written notice shall be hand-delivered to the Council Chairperson and shall become effective forty-five (45) days after delivery. The Executive Director will be paid for accrued unused personal leave up to 240 hours. The Executive Director will receive no other compensation or payout.
- 2) The Council may terminate this agreement without cause with forty five days written notice.
 - a) The Council, by a super majority of seventy-five percent of those members present and voting, at a legally noticed meeting which has a lawful quorum, may vote to terminate this agreement without cause.
 - b) The Executive Director will receive eight (8) weeks salary for dismissal without cause. The Executive Director will be compensated for unused personal leave up to 240 hours.
- 3) The Council, by majority vote of a lawful quorum, shall have the right to terminate this agreement at any time for cause due to any of the following actions of the Executive Director:
 - a. committing any criminal act, classified as a felony;
 - b. knowingly violate a state or federal law or regulation while managing the business of the Council; or
 - c. failing to execute the duties detailed in Section 2 of this agreement.
- 4) Upon termination for cause, the Executive Director will receive salary and benefits only to the effective date of termination; all accrued unused personal leave will be forfeited.

Agreed to this 15th day of March 2018.

Executive Director

Southwest Florida Regional Planning Council


Margaret Wuerstle, Executive Director

By: 
Thomas Perry, Chair

The Chair of the Council affirms the negotiation of this agreement was approved by the Council at its meeting on March 15, 2018


Reviewed by Beth Nightingale, Council Legal Consultant