

**EXTENDED AND AMENDED EMPLOYMENT AGREEMENT  
OF ERIC D. HART**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2011, by and between the TAMPA SPORTS AUTHORITY, an independent special district of the State of Florida, (hereinafter "Authority") and ERIC D. HART ( hereinafter "Employee").

WHEREAS, Chapter 96-520, Laws of Florida, authorizes Authority to employ such employees and agents as may, in the judgment of Authority, be deemed necessary, to make and enter into all contracts and agreements necessary or incidental to the performance of duties imposed under the Act, and to fix the compensation of employees or agents; and

WHEREAS, on or about July 31, 2009, the Authority hired Employee to be its Executive Director, in accordance with the terms and conditions more specifically set forth in an Employment Agreement of same date; and

WHEREAS, Employee and the Authority entered into that certain First Amendment to Employment Agreement on April 19, 2010, relating to administrative leave; and

WHEREAS, the parties wish to extend Employee's employment with the Authority for an additional three (3) year period and to modify certain of the terms of the original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Employment.

(a) Authority hereby employs Employee and Employee accepts employment as President and Chief Executive Officer (CEO) of Authority to perform the functions and duties specified in the job description attached hereto as Addendum "A", and by reference incorporated herein, and to perform and conduct himself in accordance with Chapter 96-520, Laws of Florida,

and the Bylaws and policies of the Authority. Employee shall also perform such other legally permissible and proper duties and functions as may arise or may be assigned from time to time by the Authority's Board. By his acceptance and execution of this Agreement, Employee affirmatively acknowledges receipt of the job description, Chapter 96-520, Laws of Florida, the Authority Bylaws and Policies and states that he has read them all.

Section 2. Term.

(a) The term of this Agreement commenced on August 31, 2009 and shall terminate on August 31, 2015.

(b) Employee shall have the right, subject to the notice provisions contained in Section 3 of this agreement, to resign at any time from his position with Authority.

(c) Employee agrees to remain in the exclusive full-time employ of Authority and to refrain from becoming employed by any other employer and from engaging in any income producing work outside of the Authority until the effective date of any termination or resignation of the Employee, unless otherwise mutually agreed by both parties in writing. This provision shall not preclude Employee from engaging in passive investments or hobbies.

Section 3. Termination and Severance Pay; Notice.

(a) Throughout the term of this contract, Employee shall be subject to discharge for cause; provided, however, that Authority may not arbitrarily or capriciously call for his dismissal, and Employee shall have the right to service of written charges, notice of hearing and a fair hearing before Authority for any discharge for cause. Any legal counsel used by Employee in said process shall be at Employee's expense. As used herein, "cause" shall mean:

(i) unreasonable and/or abusive use of alcohol or other intoxicating beverages and/or habitual and/or abusive and/or non medically necessary use of narcotic or other addictive substances which does or may effect job performance;

(ii) the substantial and continuing failure of the Employee to render services to the Authority in accordance with the terms and requirements of this Agreement;

(iii) conviction of or a guilty or nolo contendere plea to a felony, or conduct constituting gross negligence, willful misconduct, dishonesty, fraud or breach of fiduciary duty to the Authority;

(iv) deliberate disregard of the rules or policies of the Authority, or breach of this Agreement or any other contract or other agreement with the Authority which results in a material direct or indirect loss, damage or injury to the Authority;

(v) a material breach of this Agreement on matters other than set forth in subparagraphs (i) through (iv), if the complained of behavior is not discontinued within ten (10) days after written notice is given to Employee by the Authority's Chairman.

(b) In the event this contract is terminated by the Authority for any reason other than cause, permanent disability or death, Authority will pay Employee any unpaid leave time properly accumulated and payable under Authority policies plus a termination payment in an amount equal to the lesser of (i) sixteen (16) weeks of his base salary or (ii) his base salary during the then remaining term of this Agreement.

(c) This Agreement and the employment of Employee shall terminate upon the death or permanent disability of Employee. As used herein, "permanent disability" shall mean the inability of Employee, in the reasonable judgment of the Authority's Board, to substantially fulfill his duties hereunder, as a result of a mental or physical impairment, for one hundred eighty

(180) consecutive days. In the event Employee becomes disabled, he shall continue to receive his base salary and benefits, less any amounts he receives from disability benefits provided by or through the Authority until he returns to work or his employment is terminated by the Authority's Board.

(d) Employee may terminate this contract by providing Authority with ninety (90) day notice in writing; provided, however, Employee will not receive the termination payment described in Section 3(b) hereof if he elects to voluntarily terminate this contract or if he is terminated for cause or by reason of death or permanent disability.

Section 4. Salary.

(a) Employee will continue to be paid a base annual salary of One Hundred and Seventy Thousand Dollars (\$170,000.00) through August 31, 2012. Commencing September 1, 2012, he shall be paid a base annual salary of One Hundred and Seventy Five Thousand Dollars (\$175,000.00) to be paid in installments in accordance with the Authority's policy governing payment of its staff employees. For purposes of this Agreement, "Base Salary" shall mean the amount of periodic payments made to Employee as compensation, as adjusted from time to time, but without inclusion of benefits of any type, including but not limited to insurance, employer contributions to retirement or savings plans, automobile, moving or relocation expenses, expense allowances, and the like. Authority may increase the base salary and/or fringe benefits of Employee in such amounts and to such an extent as Authority may determine desirable on the basis of a performance review of Employee. In connection therewith, the Authority shall evaluate Employee annually, or at such times as it deems appropriate. Said evaluations shall be in writing and shall be given to Employee.

(b) Employee shall have the right to receive any cost-of-living increase in salary or fringe benefits which may be granted across the board to all Authority employees without regard to performance.

Section 5. Automobile.

Employee shall provide his/her own transportation for local business use. In lieu of any other reimbursement or benefit relating to local business transportation, Authority shall pay to Employee, monthly during his employment, a car allowance in the amount of Five Hundred Dollars (\$500.00). Employee shall receive no other form of local transportations benefit, including but not limited to, maintenance, rental, fuel or insurance.

Section 6. Benefits.

(a) Authority agrees that Employee shall be entitled to receive, in addition to the salary specified in Section 4 above, retirement benefits for the Senior Management Service Class in the Florida Retirement System and all direct and indirect fringe benefits paid to Employees of the Authority during the term of this Agreement, including contributions made to the Employees' 457 (b) Plan. In addition to the foregoing, commencing September 1, 2012, Authority shall contribute annually to the Employee's 457 (b) or similar retirement plan an additional amount equal to 2.9 % of Employee's base annual salary for each year.

(b) Employee shall be entitled to paid vacation and annual leave and to be paid for all accrued and unused annual leave or vacation pay in accordance with Authority policies as they pertain to all Authority employees.

(i) In addition to the benefits stated above, Employee shall be entitled to receive paid administrative leave for a period not to exceed five (5) days during each year of employment for the purpose of attending the annual International Association of Assembly Managers Public Assembly Facility Management School (the "School"), customarily held at Oglebay Park, Wheeling, West Virginia

during the summer months. In connection therewith, Authority shall reimburse Employee for reasonable airfare and rental car expenses necessitated by his attendance at the School, and for no other expenses relating thereto. Employee shall cause the projected expenses and costs of the administrative leave to be shown within the annual budget of the Authority and shall provide a summary of said expenses and costs to the Executive Committee of the Authority for its information within thirty (30) days of returning from the School. Should the location of the School change from Wheeling, West Virginia, or should the School not be held within the summer months, the annual leave and reimbursement of expenses granted herein shall be subject to prior approval of the Executive Committee.

(ii) Employee shall also be entitled to receive paid administrative leave for a period not to exceed two (2) days during each year of employment for the purpose of attending the annual Board of Regents meeting for the School normally held in October each year. Employee shall be responsible for all travel, accommodation, food and other expenses relating to said annual Regents meeting.

(c) All provisions of law and rules and regulations of Authority relating to vacation and sick leave, disability benefits, retirement pension system contributions, holidays, and other benefits as may now be in effect or as may hereafter be added shall apply to Employee as they would to all other employees of Authority except as otherwise specifically provided herein.

(d) Authority agrees to pay Employee's membership fees for the Tampa Sports Club and The International Association of Auditorium Managers. Other professional memberships must be approved by the Authority Board and funded in the annual budget.

(e) In the event the termination of Employee occurs by virtue of death of Employee, Employee hereby designates his wife, Beth Hart, as beneficiary to receive all sums payable by Authority. Employee may change such designated beneficiary by written notice to Authority effective upon mailing or delivery. Should the beneficiary designated by Employee not survive Employee, then payments hereunder shall be payable to Employee's estate. Should the

designated beneficiary survive Employee, but die before payment of all installments hereunder, all remaining installments shall be payable to the beneficiary's estate.

Section 7. General Provisions.

(a) The provisions of Chapter 96-520, Laws of Florida, are incorporated by reference into this agreement.

(b) This writing shall constitute the entire agreement between the parties.

(c) This agreement shall be binding upon and inure to the benefits of the personal representative, beneficiary or heirs at law of Employee.

(d) Should any provision, or any portion of any provision in this agreement be held to be unconstitutional, invalid or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.

(e) This agreement shall not be assignable or transferable by either party.

(f) The Authority shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand, or any other legal action arising out of the performance of his duties under this agreement, to the extent permitted by, and subject to the limitations of law.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

ATTEST:

TAMPA SPORTS AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Employee

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Steven A. Anderson  
General Counsel

## ADDENDUM “A”

### **TAMPA SPORTS AUTHORITY**

**CLASS TITLE:** PRESIDENT/CEO  
**DEPARTMENT:** ADMINISTRATION

**FLSA STATUS:** EXEMPT  
**ACCOUNTABILITY:** REPORTS TO TSA BOARD OF DIRECTORS

#### CHARACTERISTICS OF POSITION

Plans, develops, promotes, and maintains total operations of a comprehensive complex of sports and recreation facilities for the use and enjoyment of the citizens of Tampa and Hillsborough County. Work is performed in coordination with and under the direction of the Board of Directors with significant latitude and independence.

This position is responsible for the performance and management oversight of all aspects of a wide variety of administrative, financial and planning duties for the daily operation of a public agency and its projects and programs. The President/CEO provides professional leadership and assists the Authority Board in its governance and fiduciary responsibilities.

#### ESSENTIAL TASKS

- Administers and negotiates major tenant contracts.
- Acts as primary liaison to the Board of Directors and keeps the Board informed on all matters, including the agency’s financial condition and anticipated funding needs.
- Initiates and maintains relationships with area and regional sports-related non-profit and community service groups; may act in leadership role on behalf of TSA.
- Represents TSA to the public in managerial, administrative, and operational areas.
- Oversees and coordinates annual budget development, including identifying and securing funds for existing and new programs and facilities.
- Serves as Chief Executive Officer supervising all TSA staff through subordinate managers.
- Works with the Board to establish and update the TSA mission, set goals and objectives to accomplish that mission.
- Plans, directs, manages, develops, implements, and evaluates all aspects of the organization’s programs, policies and activities within the guidelines and policies established by the Tampa Sports Authority Board.
- Oversees the ongoing process to develop strategic plans to manage, expand, and enhance the TSA operations and business.
- Perform such other duties as are required by legislation or as designated by the Board.

## **QUALIFICATIONS**

Minimum of a bachelor's degree from an accredited four-year college or university and a minimum of ten (10) years of senior management and/or administrative experience in the operation of sports stadia/facilities/franchises. Master's degree in Business Administration, Sports Administration, or Public Administration preferred. Significant experience in administration of public agencies preferred.

## **KNOWLEDGE, SKILLS AND ABILITIES**

- Skill in dealing with diverse groups within the community.
- Knowledge of and proficiency in modern management methods and practices.
- Ability to communicate clearly, orally and in writing.
- Ability to establish and maintain effective working relationships with government officials, other employees, and the public. Ability to deal tactfully, firmly and courteously with groups served.
- Knowledge of standard policies and procedures of budgeting, accounting, personnel, and purchasing operations. Knowledge of the principles and practices of administration and supervision.
- Ability to make decisions recognizing established precedents and practices and to use resourcefulness and tact in meeting new problems. Ability to analyze complex administrative problems and to make appropriate recommendations and decisions.
- Ability to operate within the policies, guidelines and protocols set by a governing Board.