

**INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT  
BETWEEN**

**RODNEY D. LUCAS**

**AND**

**THE CITY OF PAHOKEE, FL**

**THIS EMPLOYMENT AGREEMENT** hereinafter called “Agreement”, is made and entered into as of the 12<sup>th</sup> day of April, 2022, by and between the City of Pahokee, hereinafter referred to as “City”, a political subdivision of the State of Florida, and Rodney D. Lucas, hereinafter referred to as “Interim City Manager”.

**W-I-T-N-E-S-S**

**WHEREAS**, the Commission desires to employ the services of Interim City Manager pursuant to the terms of the City of Pahokee’s City Charter; City of Pahokee’s Code of Ordinances, applicable County Code provisions and Florida law; and

**WHEREAS**, it is the desire of the Commission to provide certain benefits and establish certain conditions of employment for Interim City Manager in accordance with this Agreement; and

**WHEREAS**, it is the desire of the Commission to secure and retain the services of Interim City Manager to provide inducement to remain in such employment; and

**WHEREAS**, Interim City Manager desires to accept employment as the Interim City Manager in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and mutual promises set forth herein, the parties agree as follows:

**Section 1. Employment Agreement.**

- A. The Commission hereby hires and appoints Interim City Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the City Code, County Code, if applicable, and state law pertaining to the position of Interim City Manager, and to perform such other legally permissible and proper duties and functions as the Commission shall assign from time to time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position as the Manager, subject only to the provisions set forth in this Agreement and the City of Pahokee Code of Ordinances.

- C. It shall be the duty of the Interim City Manager to employ, direct, assign, reassign, evaluate, and accept the resignations of City Staff under his supervision consistent with the City rules, policies, ordinances, charter, county, state and federal law.
- D. It shall be the duty of the Interim City Manager to organize, reorganize and arrange the City Staff of the City and to develop and establish internal regulations, rules, and procedures which the Interim City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful City directives, policies, ordinances, city charter, county, state and federal law.
- E. The Interim City Manager shall perform the duties of Interim City Manager of the City with reasonable care, diligence, skill and experience.

**Section 2. Duties and Obligations.**

- A. The Interim City Manager shall have the duties, responsibilities and powers of said office under the City of Pahokee Charter, applicable City and County Code of Ordinances, statutes, laws, constitutional provisions and policies applicable to the position of City Manager. The Interim City Manager shall carry these out in a professional and competent manner.
- B. The Interim City Manager shall remain in the exclusive employ of the Commission and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement, having no outside employment whatsoever.
- C. In the event the Manager shall serve on any appointed or elected board of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by him related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise approved by the Commission.

**Section 3. Termination.**

Pursuant to 2-96 (4) of the City of Pahokee Code of Ordinances, the appointment of an Interim City Manager is temporary and shall automatically terminate upon the appointment of a permanent City Manager by the city commission. This Agreement shall be considered a month to month contract. However, the Interim City Manager may be removed at any time prior to the hiring of the new City Manager by a majority vote of the city commission and in accordance with the City Charter.

**Section 4. Resignation.**

- A. In the event the Manager voluntarily resigns his position, he shall do so pursuant to Section 2-98 of the City Code of Ordinances.

## **Section 5. Compensation**

- A. The City shall pay the Interim City Manager, for his service, the amount of Ten Thousand Dollars 00/100 (\$10,000.00) per month and take out all necessary federal taxes, payable in biweekly installments as a regular City employee.

## **Section 6. Other Benefits.**

The Interim City Manager shall be entitled to the following:

- A. Automobile. Interim City Manager shall be provided with a city automobile within the pool of automobiles already existing.
- B. General Professional Development. The Interim City Manager may be reimbursed for participation with national, state and Palm Beach County conferences related to professional development if approved by the Commission with proof of all supporting documents. Such professional development conferences may include the Florida City/County Management Association (FCCMA); International City/County Management Association (ICMA) and one (1) local community organization of the Interim City Manager's choice.
- C. Mobile Phone Allowance. The City shall provide the Interim City Manager with a mobile telephone allowance of One hundred (\$100) Dollars per month to be used for City purposes only.

## **Section 7. Other Terms and Conditions of Employment**

The City, only upon agreement with Interim City 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 Interim City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Charter, local ordinances or any other law.

## **Section 8. Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service by certified mail return receipt, or any other certified delivery service showing confirmation of process delivery and directed to the City Mayor and City Attorney at its main law office address. As to the Interim City Manager, notice may be made by hand-delivery at the Officers of the City Hall (if Interim City Manager is working for City) or by certified delivery service showing confirmation of process at the last known address of the Interim City Manager as maintained within the Interim City Manager's employment file or other reliable source.

**Section 9. Entire Agreement**

The text of this document shall constitute the entire Agreement between the parties, except as may be amended in writing by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the City Charter, City Code of Ordinances, applicable and County laws to include Ethics Ordinances and other applicable requirements; state statutes, state constitutional provisions, regulations, resolutions and policies and bond requirements. The Charter, the County Codes, state statutes and constitutional provisions shall take precedence over any part or portion of this Agreement and any other provisions of this Agreement to the contrary notwithstanding.

Any terms, conditions and benefits not specifically addressed in this Agreement shall not apply to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

**INTERIM CITY MANAGER:**

\_\_\_\_\_  
Rodney D. Lucas, Interim City Manager

**THE City:**

City Commission of Pahokee, a political  
subdivision of the State of Florida:

By: \_\_\_\_\_  
City Mayor

Attest:

\_\_\_\_\_  
Tijauna Warner, CMC, City Clerk