

**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 9th day of August, 2022, by and between the City of Pahokee (hereinafter “City” or “Employer”), a political subdivision of the State of Florida, and Rodney D. Lucas (hereinafter “Manager”) P.O. BOX 299, Pahokee, FL 33476.

WHEREAS, the Commission desires to employ the services of 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 City Manager in accordance with this Agreement; and

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

WHEREAS, City Manager desires to accept employment as the 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 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 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 City Manager to resign at any time from his position as the City 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 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 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 City Manager shall perform the duties of City Manager of the City with reasonable care, diligence, skill and experience.

Section 2. Term.

- A. This contract shall commence on August 9, 2022, subject to the provisions of the Agreement
- B. This Agreement shall not prevent, limit or otherwise interfere with the right of City Manager to resign at any time from his position with the City, provided he provides the City thirty (30) days' notice in advance. If City Manager resigns, the lump sum for all sick and vacation time for the year of his resignation. City may set earlier departure date at City's option upon receipt of a resignation letter. In the event, City Manager resigns, the City shall pay City Manager for all of the time through the thirty days' notice date, regardless of whether the City exercises its option to set an earlier departure date, including all regular compensation due him as of the last day of his employment if departure is without cause.

Section 3. Duties and Obligations.

- A. The 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 City Manager shall remain in the exclusive employ of the City 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 City Commission.
- D. Professional Obligations. During the period of this Agreement, the City Manager shall adhere to the ICMA Code of Ethics, the Code of Ethics of the State of Florida, and the Code of Ethics of the Palm Beach County, Florida.

Section 4. Termination of this Contract.

The City may terminate this contract as set forth below:

A. Without Cause

The City, upon a majority vote of its commission members, may terminate this contract without cause at any time subject to the City's Charter and Code of Ordinances.

B. With Cause

In the event the City decides to terminate this contract for cause, the City shall not owe City Manager any compensation other than the Regular Compensation due him for all time worked through and including the date of termination and 100% of unused sick and vacation time. The City Commission's determination of cause shall be final and conclusive. "Cause" is defined as:

- (1) Misfeasance and/or nonfeasance in the performance of his City Manager duties and responsibilities
- (2) A plea agreement, a plea or nolo contendere, or a conviction of a felony or misdemeanor, whether or not adjudication is withheld, involving conduct contrary to the community's standards of justice.
- (3) Unsatisfactory performance based on Annual Evaluation criteria where City Manager failed to meet reasonable written performance goals and objectives agreed to by the City Commission in a duly called meeting. City Manager shall be reviewed and evaluated only on written performance goals and objective criteria established by the City Commission.

Section 5. Resignation.

- A. In the event the City Manager voluntarily resigns his position, he shall do so pursuant to Section 2-98 of the City's Code of Ordinances, for which all conditions of said section shall apply.

Section 6. Compensation and Manager Benefits

- A. Base Salary. Employer shall pay to the Manager a Base Salary of One Hundred Twenty Thousand (\$120,000.00) Dollars for the first 12 months, plus other benefits enumerated herein, payable on the regular pay periods of Employer. This Agreement may be amended at any time and shall be reduced to writing following City Commission approval.
- B. Performance Review. Annually, beginning in January of 2023, at a meeting of the City Commission, and every year thereafter, the Commission shall conduct a review of Manager's performance ("Performance Review") and thereafter evaluate his salary and benefits as may be appropriate.

- C. Benefits. City shall provide for Manager's health care, dental and eye benefit deductions as provided to other general full-time employees of Employer, plus those items added herein. City agrees to pay the 4% contribution of the Manager's gross base salary as retirement contribution in his retirement fund and City shall provide to pay a match of a minimum 3.3% under the Florida Retirement System (FRS) towards Manager's retirement.
- D. Vacation/Sick Leave. Manager shall be entitled to sick, vacation leave and all other available leave to the extent as all other city employees and as prescribed by the City's Personnel Policy on same.
- E. Memberships. Employer shall pay all professional association membership dues, and expenses relating to Manager's professional programs, not to exceed \$3,000.00 per year.
- F. Bonding. The City shall bear the full cost of any fidelity or other bonds that may be required of the City Manager under any city, state and/or federal law.

Section 7. Other Benefits.

The City Manager shall be entitled to the following:

- A. One-time Relocation Expense to move from Mascotte to within 40-mile area of Pahokee, FL. The City shall provide the City Manager with relocation expense of Three Thousand (\$3,000).
- B. Technology Allowance. The City shall provide the City Manager with a mobile telephone allowance of Two Hundred Dollars (\$200.00) per month to be used for City purposes only.
- C. Manager shall have a City vehicle for his use. Manager shall be reimbursed for reasonable, documented, travel and lodging expenses, incurred while conducting business on behalf of the City outside of Palm Beach County and after approval by the City Commission.

Section 8. Terms and Conditions of Employment

The City Manager shall be required to perform the terms of this Agreement and all requirements as specified in Section 3.04 of the City of Pahokee's Charter. Other terms and conditions of employment may be required so long as not inconsistent or in conflict with the provisions of State law, County Ordinance, City Charter, City Ordinance or other applicable law.

Section 9. 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 addresses. As to the City Manager, notice may be made by hand-delivery at the Officers of the City Hall (if City Manager is working for City) or by certified delivery service showing confirmation of process at the last known address City Manager as maintained within the City Manager’s employment file or other reliable source.

Section 10. 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. 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.

CITY MANAGER:

Rodney D. Lucas, City Manager

THE City:

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

By: _____
Keith Babb, City Mayor

Attest:

Tijauna Warner, CMC, City Clerk