

**CITY MANAGER
EMPLOYMENT AGREEMENT
BETWEEN**

MICHAEL E. JACKSON

AND

THE CITY OF PAHOKEE, FL

THIS EMPLOYMENT AGREEMENT hereinafter called “Agreement”, is made and entered into as of the ____ day of _____, 2024, by and between the City of Pahokee (hereinafter “City” or “Employer”), a political subdivision of the State of Florida, 207 Begonia Drive, Pahokee, FL 33476 and Michael E. Jackson (hereinafter “City Manager”).

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 Michael E. Jackson in accordance with this Agreement; and

WHEREAS, it is the desire of the Commission to secure and retain the services of Michael E. Jackson to provide inducement to remain in such employment; and

WHEREAS, Michael E. Jackson 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. The City Manager will serve as the chief executive officer of the City.

- 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 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 on the date of execution by the last party to the agreement subject to the provisions of the Agreement and the City Charter.
- 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 time and vacation time remaining shall be due to the City Manager within thirty (30) days. City may set an earlier departure date at City's option upon receipt of a resignation letter from the City Manager.

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 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. The City Manager may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements neither constitute interference with nor conflict of interest with any responsibilities under this Agreement provided a request is made by the City Manager during a publicly noticed City Commission meeting and is approved by a majority vote of the City Commission.
- C. In the event the City 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.

⊘ 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 and the City of Pahokee. The City Manager shall not seek or accept any personal enrichments or benefits derived from confidential information or misuse of public office.

Section 4. Termination of this Contract and Disability.

Termination of this contract shall be in accordance with the procedures set forth in 3.03 of the City of Pahokee's City Charter and this section:

A. Without Cause

The City, upon a majority vote of its commission members, may terminate this contract without cause 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 time and vacation time if not already used for the year of termination. The City Manager shall provide to the City Commission with an annual accounting of accrued sick and vacation time no later than December 31st of each year. 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 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 on written performance goals and objective criteria established by the City Commission.
- (4) Disability
 - a. If the City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks, the City shall have the option to terminate this Agreement, in accordance with the provisions and requirements of Section 4A (without cause) of the

contract. Any payments due to City Manager will be offset by any disability benefits City Manager receives from or through the City for the eight (8) week period.

b. Where necessary, to determine whether to continue the services of City Manager due to a disability, the City reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by the City from a list of at least three doctors approved by the City. In the event such an examination is required, the City will pay all costs of said examination.

Section 5. 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 the City. This Agreement may be amended at any time and shall be reduced to writing following City Commission approval. In addition, consideration shall be given on an annual basis to any increase in compensation.
- B. Performance Review Period. Annually, beginning from the date of hire, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the City Commission and the Manager at a meeting of the City Commission, and every year thereafter, the Commission shall conduct a review of City Manager's performance ("Performance Review") and may evaluate his salary and benefits as may be appropriate.
- C. Benefits. City shall provide for City Manager's health care, dental and eye benefit deductions as provided to other full-time employees of the City. City agrees to pay the 4% contribution of the City Manager's gross base salary as retirement contribution in his retirement fund under the Florida Retirement System (FRS) towards the City Manager's retirement. City Manager agrees to comply with the requirements as set forth in the FRS and contribute to his retirement fund in accordance therewith.
- D. Vacation/Sick Leave. Upon commencing employment, the Manager shall be credited with (thirty) 30 hours of sick leave and forty (40) hours of vacation leave. In addition, beginning the first day of employment, the Manager shall accrue sick leave and vacation time on an annual basis, at a minimum, at the highest rate provided or available to any other department head employees, under the same rules and provisions applicable to other department head employees. City Manager shall qualify for all other categories of leave afforded to all other employees of the City to include Bereavement, Holiday, Jury Duty and Court Appearances while conducting the business of the City.
- E. Memberships. Employer shall pay all professional association membership dues, and expenses relating to Manager's professional programs, not to exceed Three Thousand Dollars (\$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 6. Other Benefits.

The City Manager shall be entitled to the following:

- A. Technology Allowance. The City shall provide the City Manager with an allowance of Two Hundred Dollars (\$200.00) per month to be used for City purposes only. In the alternative, the City Manager may also elect to be a part of the City's mobile use plan for monthly cellular service.
- B. The City Manager's duties require exclusive use of a vehicle to be mutually agreed upon and provided to the Manager at the Employer's cost. It shall be agreed upon whether the vehicle is purchased, leased or provided by a monthly allowance to the Manager by the Employer. City 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, Miami-Dade and Broward Counties and after approval by the City Commission.

Section 7. 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, County ethics Ordinances or other applicable 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 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 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 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:

Michael E. Jackson, City Manager

THE City:

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

By: _____
Keith Babb, City Mayor

Attest:

City Clerk