

**REVISED
CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the CITY OF HALLANDALE BEACH, a Florida municipal corporation (hereinafter referred to as "City"), and JEREMY EARLE (hereinafter referred to by name or as "City Manager").

W I T N E S S E T H:

WHEREAS, the City employed Dr. Jeremy Earle as City Manager of the City of Hallandale Beach, Florida, as provided for in the City Charter of the City of Hallandale Beach, effective February 2021; and

WHEREAS, in November 2022, the voters approved Charter Amendments which included new employment and termination requirements relating to the City Manager; and

WHEREAS, the City and Dr. Earle desire to revise the prior employment agreement to incorporate the terms mandated by the current City Charter provisions and reflect, in a single document, all current applicable terms of his employment; and

WHEREAS, Jeremy Earle desires to accept employment as City Manager of the City of Hallandale Beach under the terms and conditions set forth herein; and

WHEREAS, the City hereby agrees to continue Jeremy Earle's employment as City Manager to perform the functions and duties specified in the City Charter and by the City of Hallandale Beach Code of Ordinances, and to perform other legally permissible and proper duties and functions as the City Commission periodically assigns.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City hires and appoints Jeremy Earle as its City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City's employment of Jeremy Earle as City Manager was effective February 17, 2021. Subject to the provisions set forth in the City Charter, the City Manager shall continue to serve at the pleasure of the City Commission. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the City

Manager at any time, subject only to the provisions set forth in Section 11 of this Agreement and the City Charter.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager, subject only to the provisions set forth in Section 12 of this Agreement.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary as set by motion of the City Commission at the time of hiring and subsequently adjusted in accordance with this agreement, payable in installments at the same time as other City employees are paid.

B. Dr. Earle shall also serve as Executive Director of the Hallandale Beach Community Redevelopment Agency (HBCRA) as appointed by the HBCRA Board of Directors as a *de facto* position to the City Manager.

C. The City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Commission may determine desirable on the basis of a performance evaluation of the City Manager. The evaluation shall take place in February of each year and be conducted in such form as the Commission deems appropriate.

D. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Manager.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Hallandale Beach. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner. The parties recognize that the position of City Manager is not and cannot be an hourly-type employment and the City Manager agrees to devote that amount of time and energy which is reasonably necessary to fully perform the duties required under this agreement. Thus, the City Manager shall work as required, in order to carry out his responsibilities.

B. The City Manager agrees to remain in the exclusive employment of the City. Nothing herein shall prevent the City Manager from occasional teaching or writing on employee's time off. However, the City Manager may also be permitted to do pro bono work with the approval of the City Commission.

C. In the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager in accordance with the City Charter.

Section 4. Automobile Allowance and Communications Equipment

The City Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The City shall grant to the City Manager an automobile allowance of Five Hundred and 00/100 Dollars (\$500.00) per month, and the City Manager shall own, purchase or lease a vehicle, as well as maintain and insure said vehicle. The City agrees to reimburse the City Manager for mileage for travel outside of Broward and Miami-Dade Counties associated with business of the City at the same rate as other City employees are reimbursed.

B. The City shall provide the City Manager with an allowance of One Hundred Fifty and 00/100 Dollars (\$150.00) per month to compensate him for the use of his personal smart phone or other similar device for City Business.

Section 5. Dues and Subscriptions

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association, Florida City/County Management Association, American Planning Association and the American Society of Public Administrators. The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget or as authorized separately by the City Commission.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at the International City/County Management Association annual conference, Florida City/County Management Association Annual Conference, and the Florida League of Cities annual conference, within the budgeted amount. The City shall pay for the City Manager's attendance at other seminars, conferences, and committee meetings as approved in the City's annual budget or as approved by Commission action.

Section 7. Vacation, Sick Leave, and Holidays

As of the effective date of this agreement, the City Manager shall be entitled yearly Personal Time Off, the "PTO" account, consisting of 296 hours a year in lieu of sick and vacation, which at the end of each year shall not accrue into the next year of the term, except as set forth in this paragraph. Accrual begins immediately and time may be taken when accrued. Any unused and accrued PTO may be carried forward or paid out at the current base rate up to a maximum of 80 hours per year. PTO shall not accrue or be paid to the City Manager upon separation of service except as set forth in Section 11 below. City Manager shall be entitled to all paid holidays observed by the City.

Section 8. Medical and Other Benefits.

The City shall provide the City Manager with the same health insurance, dental insurance, disability insurance, health savings account, vision insurance and life insurance and other benefits and adjustments not otherwise discussed in this agreement that are afforded the First Tier Management Employment Class.

Section 9. Retirement.

The City Manager shall have the right to continue to participate in the First Tier Management Employment Class Retirement Options, including Florida Retirement System (FRS), but shall be fully vested for all current City contributions in any non-FRS plan as of the effective date of his employment. The City Manager may elect to participate in all other retirement tools and programs upon the terms offered to the First Tier Management Employment Class.

Section 10. Job-Related Expenses

The City recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses within the budgeted amount. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City Manager shall provide a written report of such expenditures on a monthly basis to the City Commission, , except for expenses relating to travel for professional development or dues.

Section 11. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Commission and the City Commission may terminate this Agreement and the City Manager's employment with the City at any time, by a majority vote of the full Commission, in accordance with the process and requirements of the City Charter.

B. **Cause for Termination.** For the purposes of the payment of severance, Cause for termination is defined as: (1) misconduct as defined in Section 443.036 (29), Florida Statutes; (2) unethical conduct constituting a violation of Section 112.313, Fla. Stat. ("Standards of Conduct for Public Officers, Employees of Agencies and Local Government Attorneys"); or, (3) a conviction or plea of guilty or nolo contendere in connection with a crime that constitutes a felony or involves dishonesty.

C. **Severance.** Absent the approval of a Resolution Determining Termination for Cause at the meeting approving the resolution removing the City Manager, then within ten (10) business days following such vote for removal, the Commission shall cause the City Manager to be paid any accrued unpaid salary and benefits earned (but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer and the automobile and cell phone allowance) prior to the date of termination based on City Manager's current rate of pay and a forty (40) hour work week. Within fifteen (15) calendar days

following the vote for removal, the Commission shall cause the City Manager to be paid a lump sum severance pay equal to twenty (20) weeks of his salary as full and complete payment for a release and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. The City shall also continue to provide and pay for medical coverage for the City Manager and his family for the nine (9) months following the date of such termination, in the same manner as the City Manager is receiving at the time of termination. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by an attorney of the City Commission's choosing.

D. In the event the Commission reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, or the City Manager resigns following a vote of "no confidence" by the City Commission, then, in that event, the City Manager may, at his option, be deemed to be "terminated." The City Manager shall notify the City Commission in writing of the alleged violation. The City Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the City Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual base salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the City Manager

The City Manager may terminate this Agreement at any time by delivering to the City Commission a written notice of termination not later than sixty (60) days prior to the effective date of the termination, unless waived by the City Commission. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due the City Manager up to the City Manager's final day of employment, including any benefits earned. The City shall have no further financial obligation to the City Manager pursuant to this Agreement but may elect to provide severance pay in exchange for a full release in an amount not to exceed 20 weeks of compensation pursuant to Section 215.425, Florida Statutes.

Section 13. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of, including but not limited to, sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond his personal time off balance, the City shall have the option to terminate this Agreement, subject to the severance pay provision.

Section 14. Other Customary Benefits and Outside Employment

The City shall afford the Employee the right to participate in any other benefits, not provided herein, or working conditions as provided for the Professional Management Employees of the City. The City Manager may engage in outside employment during non-working hours upon the approval of the City Commission. The City Commission may withdraw approval upon thirty (30) days notice to the City Manager.

Section 15 Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will pay the amount of any compromise, settlement, or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, as determined by a court of competent jurisdiction, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City; provided, however, such obligation shall terminate upon the expiration of the applicable statute of limitations where there is no notice of claim or filing of a lawsuit.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 17. Attorney's Fees

Except as otherwise set forth herein, if any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, in addition to such other relief as may be granted, each party shall bear their own attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 18. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
3. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the date of approval by the City Commission.

J. **WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

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Executed by the CITY this 2nd day of Feb. 2022.

CITY OF HALLANDALE BEACH
a Florida municipal corporation

By: 

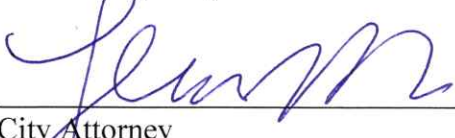
Mayor Joy F. Cooper

ATTEST:



City Clerk

Approved as to Form and Legal Sufficiency
For the City Only:



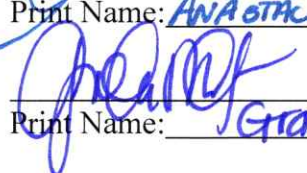
City Attorney

Executed by the CITY MANAGER this 2nd day of February 2022

Witnesses:



Print Name: ANASTASIA I. DeLeon



Print Name: Graciela Mariot



Jeremy Earle, City Manager

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RESOLUTION NO. 2023- 008

A RESOLUTION OF THE MAYOR AND CITY COMMISSION
OF THE CITY OF HALLANDALE BEACH, FLORIDA,
APPROVING THE FIRST REVISED EMPLOYMENT
AGREEMENT OF THE CITY MANAGER; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, in February 2021, the City Commission voted to appoint Dr. Jeremy Earle as City Manager; and

WHEREAS, the City Charter was amended in November 2022 to include employment terms for the City Manager; and

WHEREAS, a revised Employment Agreement is attached as Exhibit "A" for City Commission consideration and approval updating the terms of employment of the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. City Commission Approval of City Attorney Employment Agreement. The Mayor and City Commission hereby approve The Second Revision to Employment Agreement as attached in Exhibit "A", and incorporated herein.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 1st day of February, 2023.


JOY E. COOPER
MAYOR

SPONSORED BY: CITY ATTORNEY

ATTEST:

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47 JENORGEN GUILLEN, CMC
48 CITY CLERK

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50 APPROVED AS TO LEGAL SUFFICIENCY AND
51 FORM

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55 JENNIFER MERINO
56 CITY ATTORNEY
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FINAL VOTE ON ADOPTION

Mayor Cooper	<u>Yes</u>
Vice Mayor Lima-Taub	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Yes</u>
Commissioner Lazarow	<u>Yes</u>

59