

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 GREG CHAVARRIA (hereinafter referred to by name or as “City Manager”).

W I T N E S S E T H:

WHEREAS, the City seeks to employ Greg Chavarria as City Manager of the City of Hallandale Beach, Florida, as provided for in the City Charter of the City of Hallandale Beach effective upon execution of this agreement; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Greg Chavarria desires to accept employment as City Manager of the City of Hallandale Beach under the terms and conditions set forth herein.

WHEREAS, the City hereby agrees to employ Greg Chavarria as City Manager to perform the functions and duties specified in Article VI, Division 3 of 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 hereby hires and appoints Greg Chavarria 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 Greg Chavarria as City Manager shall be effective upon approval of this agreement by the City Commission. Subject to the provisions set forth in the City Charter, the City Manager shall 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.

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 starting base salary of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) payable in installments at the same time as other City employees are paid.

B. 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 August of each year and be conducted in such form as the Commission deems appropriate. Performance based increases will be adopted only by majority vote of the City Commission.

C. 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 his 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 and Florida City/County Management Association. 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

A. As of the effective date of this agreement, the City Manager shall be entitled yearly Personal Time Off, the "PTO" account, consisting of thirty seven (37) days 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 ten (10) days 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.

B. For all city service prior to the effective date of this agreement, the City shall pay out one hundred percent (100%) of the value of accrued vacation time at Mr. Chavarria's rate of pay (not including City Manager assignment pay). The City will also pay Mr. Chavarria twenty-five percent (25%) of the value of his accrued sick time. Mr. Chavarria hereby accepts this payment as full and total settlement of any amounts owed to him for his employment to this City prior to the effective date of this agreement.

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

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 Defined Contribution Retirement Plan, but shall be fully vested for all City contributions as of January 1, 2020. 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.

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 three Commissioners, in accordance with the process and requirements of the City Charter.

B. Subsequent to the approval of the "Resolution of Removal," as required by Section 6.04(3) of the City Charter, the City Commission may consider a second resolution determining if there is sufficient evidence for a reasonable person to find Cause, as defined in this Agreement, for the sole purpose of avoidance of severance pay and stating the facts supporting that determination. The Resolution Determining Termination for Cause is not required but, if considered, must be considered separately from and subsequent to the Resolution of Removal and at the same meeting at which the Resolution of Removal is approved. The City Commission may approve a Resolution Determining Termination for Cause only by an affirmative vote of four Commissioners (a super-majority of the full Commission). If the Commission fails to approve a Resolution Determining Termination for Cause, the City must pay the severance described in Paragraph D of this Section.

C. **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.

D. 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, the Commission shall cause the City Manager to be paid a lump sum severance pay equal to twenty (20) weeks of his base salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. The City shall 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 Commissions choosing.

E. 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 compromise and settle any such claim or suit and pay the amount of any 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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First Revision Executed by the CITY this ____ day of ____ 2019.

CITY OF HALLANDALE BEACH
a Florida municipal corporation

By: _____
Joy D. Adams

ATTEST:

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

City Clerk

City Attorney

Executed by the CITY MANAGER this ____ day of ____ 2019

Witnesses:

Print Name: _____

Greg Chavarria, City Manager

Print Name: _____

VOTE
AYE/NAY

Mayor	_____ / _____
Vice-Mayor	_____ / _____
Comm. Lazarow	_____ / _____
Comm. Taub	_____ / _____
Comm. Butler	_____ / _____