



## City of Bunnell, Florida

### Agenda Item No. G.1.

Document Date: 8/28/2018 Amount: Negotiable  
Department: Attorney Account #:  
Subject: Discussion and Possible Action: City Manager Contract Negotiations with Mr. Alvin Jackson.  
Agenda Section: Old Business:

#### ATTACHMENTS:

Description	Type
CM Contract - Signed by Alvin Jackson	Contract

#### Summary/Highlights:

Interviews of the candidates for the City Manager position were held at publicly advertised meetings on either August 20, 2018 or August 21, 2018.

At its meeting on August 27, 2018, the City Commission voted to enter into contract negotiations with Mr. Alvin Jackson.

At this same meeting, Vice Mayor Rogers volunteered to handle contract negotiations with Mr. Jackson and bring back a proposed contract for the City Commission to discuss and review. The City Attorney would assist with any negotiations as requested.

Highlights of the terms as thus far negotiated are as follows:

- 38 days paid leave per fiscal year that (a) does not roll over and expires each fiscal year and (b) cannot be cashed out.  
(This is in lieu of all other leave -- 28 days bankable/cash-out-able PTO as per prior CM contract, 10 days paid admin. leave, incentive leave, etc.) except as legally required (FMLA/Military Service leave).
- Salary: \$82,000 (but with elimination of \$2,000 professional development budget entitlement)
- Medical Coverage: Starts at same time as any employee.
- Start Date - October 1, 2018

#### Background:

From the City Charter:

***Sec. 4.02. - Qualifications, appointment, termination, compensation.***

*A. The City Manager shall be selected on the basis of experience, education, expertise and management*

*ability as they pertain to running municipal government.*

*B. Appointment. The City Commission shall appoint a City Manager for an indefinite term by a majority vote of the City Commission. The appointment shall be secured with a contract for employment, which must contain the City Manager's Job Description developed by the City Commission and adopted by a majority vote of the City Commission. The City Manager's Job Description shall be a binding portion of the contract for employment. A provision of every City Manager's employment contract shall state that any portion of the City Manager's Job Description may be changed at any time by a majority vote of the City Commission.*

*C. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months after such appointment he or she shall establish and maintain residency within the City, or within a 40 mile radius of corporate limits of the City.*

*D. Termination. The City Commission may terminate the City Manager by a majority vote.*

*E. Compensations. The compensation of the City Manager shall be fixed by the City Commission and shall not be reduced during that tenure.*

**Staff Recommendation:**

None. This item was placed on the agenda to allow any updates on a possible contract to be discussed by the City Commission or for the City Commission to take action on a possible contract.

**City Attorney Review:**

Reviewed and approved as to form. Pursuant to the direction provided by the Commission at its August 27, 2018 meeting, this agreement is subject to final negotiation and approval by the City Commission.

**Finance Department Review/Recommendation:**

The Fiscal year tentative budget includes base salary of \$82,000 (\$2,000 moved from training & memberships) plus \$2,400 annual car allowance.



## **CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into on the \_\_\_\_\_ day of August, 2018, by and between the City of Bunnell, a municipal corporation of the State of Florida (City) and Alvin B. Jackson, Jr. (City Manager), as follows:

**WHEREAS**, the Mayor and City Commission are committed to the Commission/City Manager form of government and to the related duties and responsibilities of the Commission and the City Manager as described in the *City Charter*; and

**WHEREAS**, the City wishes to employ the services of Alvin B. Jackson, Jr. as City Manager of the City of Bunnell, Florida; and

**WHEREAS**, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Manager while providing inducement for him to accept and remain in said employment; and

**WHEREAS**, the City Manager desires to accept employment as the City Manager of the City of Bunnell, Florida.

**NOW, THEREFORE**, in consideration of the mutual covenants and consideration herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1. Duties**

The City hereby agrees to employ Alvin B. Jackson, Jr. as the City Manager of the City of Bunnell to exercise the executive responsibilities and duties of local self-government not inconsistent with the *City Charter*, to perform the functions and duties specified in the *City Charter*, the City's Code Ordinances and other controlling law, and to perform other legally permissible and proper duties and functions as the City Commission shall, from time to time, assign. Pursuant to Sec. 4.02 of the *City Charter*, the City Manager's Job Description, as developed by the City Commission and adopted by a majority vote of the City Commission from time to time, shall be a binding portion of this contract for employment, and any portion of the City Manager's Job Description may be changed at any time by a majority vote of the City Commission.

### **SECTION 2. Term**

- A. The City Manager agrees to accept employment as the City Manager effective on October 1, 2018, and to continue services thereafter in accordance with this Agreement. In accordance with the provisions of the *City Charter*, this Agreement shall be in effect for an indeterminate term.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Manager at any time, subject only to the provision set forth in this Agreement and in 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 this Agreement.
- D. The City Manager agrees to remain in the exclusive employ of the City of Bunnell and to not become employed by any other employer until termination date, unless termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on the City Manager's time off, provided that the City is advised in writing of all such occasions, in advance.

### **SECTION 3. Termination and Severance**

The City Manager shall be eligible for severance pay subject to the following terms and conditions:

- A. In the event the City Manager is terminated by the Commission during such time the City Manager is willing and able to perform the duties of the City Manager position, then, and in that event, the City of Bunnell agrees to pay the City Manager a lump sum cash payment equal to three (3) months aggregate salary; provided, however, that in the event the City Manager is terminated because of his conviction of a felony, terminated for any act of moral turpitude, or terminated for misconduct as defined in Section 443.036, Fla. Stat., then, and in that event, the City shall have no obligation to pay, and shall be prohibited from paying, the aggregate severance sum designated in this paragraph.
- B. In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall not be eligible for severance pay unless the parties otherwise agree.

### **SECTION 4. Resignation**

In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall give the City sixty (60) days written notice in advance, unless the parties agree otherwise.

### **SECTION 5. Disability**

If the City Manager is unable to perform his duties for any reason including, but not limited to, sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued personal leave, the City shall have the option to terminate this Agreement provided that such termination is in full compliance with applicable State and Federal laws.

#### **SECTION 6. Salary and Evaluation**

The City agrees to initially pay the City Manager for his services pursuant hereto an annual base salary of Eighty-Two Thousand Dollars (\$82,000) and cash payouts, payable in installments at the same time as other employees of the City are paid. The City Commission shall evaluate the City Manager annually and may consider upon each annual performance evaluation such salary, benefit and/or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process, at a minimum, shall include: (1) a written evaluation prepared by the City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of the evaluation meeting. In addition, the City Manager shall receive an annual cost of living increase at the same time and in the same percentages as other City employees for the term of this Agreement and the term of any renewal hereof.

#### **SECTION 7. Travel**

The City Manager will receive a gas allowance of \$200.00 per month.

#### **SECTION 8. Vacation Leave**

The leave specified for the City Manager under this Section is in lieu of any and all other leave to which the City Manager might otherwise have been entitled as an exempt employee, as a fulltime employee, or otherwise, including but not limited to Paid Time Off (PTO), administrative leave, incentive leave, 4 hours per week time off allowance for department heads, or any other leave entitlement, however formulated or styled, now existing or implemented in the future, with the exception of designated paid holidays and leave required by applicable state or federal law (FMLA/Military Service). The City Manager acknowledges that the aforementioned terms constitute a waiver of benefits to which he might otherwise have been entitled, and that such terms constitute materials terms and bargained for provisions of this Agreement.

The City Manager shall be entitled to 38 days (304 hours) of paid leave per fiscal year. Such leave shall expire and be forfeited at the end of each fiscal year. Such leave shall be used in increments of no less than one hour. The City Manager shall not be entitled to receive payment in exchange for the paid leave or in lieu of taking the paid leave, and upon separation of employment, the City Manager shall not be entitled to receive payment for unused paid leave.

#### **SECTION 9. Insurance**

- A. The City agrees to provide directly to the City Manager annual health insurance and annual dental insurance as provided to other managerial employees of the City.
- B. The City agrees to indemnify, defend and hold the City Manager harmless from any and all claims that may arise out of the City Manager's employment with the City provided that the City Manager is acting within the scope, terms and conditions of his employment. To that end, the City shall provide insurance coverage to protect and defend the City Manager from and against tort, professional liability claims of demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as the City Manager unless he acted in bad faith with malicious purpose or in a manner which exhibits wanton and willful disregard of human rights, safety or property. The City may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon. Nothing herein shall be construed to waive or extend the City's sovereign immunity limitation of liability.
- C. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

#### **SECTION 10. Professional Development**

The City Manager shall be responsible, out of his personal funds, for the payment of all expenses associated with his professional development, including but not limited to professional publications and expenses relating to various professional conferences and training. It is hereby noted that this obligation was a negotiated term incurred in exchange for an increase in the City Manager's starting salary.

#### **SECTION 11. Memberships**

The City agrees to budget and pay for the City Manager's memberships in the International City/County Managers Association (ICMA), and the Florida City/County Manager's Association (FCCMA).

#### **SECTION 12. Business Expenses**

The City shall reimburse, or may pay directly, for all the City Manager's reasonable and necessary employment-based expenses in accordance with the City's rules and regulations.

#### **SECTION 13. Retirement**

The City Manager shall participate in the Florida Retirement System pursuant to its normative processes and policies.

#### **SECTION 14. Relocation Expenses**

The City Manager shall be entitled to a reimbursement of up to \$1,200 in moving/relocation expenses and temporary lodging costs, as documented by appropriate receipts, leases, or other appropriate documentation.

**SECTION 15. Other Terms and Conditions**

- A. The City, in consultation with the City Manager, shall fix any such other terms and condition of employment, as it may determine from time-to-time, relating to performance of the City Manager provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *City Charter* or any other controlling law.
- B. All provisions of the *City Charter*, *City's Code of Ordinances* and the regulations and rules of the City relating to retirement and pension system contributions, holidays and other fringe benefits and working conditions as they exist or hereinafter may be amended, also shall apply to the City Manager as they would to other managerial employees of the City except as herein specially provided.

**SECTION 15. General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.
- C. This Agreement shall be effective upon execution.
- D. If any provisions, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Any notice required or permitted to be given under this Agreement shall be sufficient if hand delivered or sent by certified mail, return receipt requested, to his residence, in the case of the City Manager, or to its officers in the case of the City.

**IN WITNESS WHEREOF**, the City Commission of the City of Bunnell has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested, and the City Manager has executed this Agreement, both in duplicate, as of the date set forth above.

**CITY MANAGER**

  
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8/30/18

Alvin B. Jackson, Jr., City Manager

Date

**CITY OF BUNNELL, FLORIDA**

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Date

**CITY ATTORNEY**

\_\_\_\_\_  
Wade C. Vose

\_\_\_\_\_  
Date