



**AGENDA**  
**CITY COMMISSION OF THE CITY OF PAHOKEE**  
**SPECIAL CITY COMMISSION MEETING**  
TUESDAY, January 19, 2021 6:00 P.M.

**Meeting Streamed By YouTube NO PUBLIC ACCESS**

This Special Meeting of the City Commission of the City of Pahokee is being held to discuss the following topics:

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

1. City Manager's Contract
2. City Clerk

D. DISCUSSION, COMMENTS, etc

E. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**SUBJECT TO CHANGE**

**CITY MANAGER EMPLOYMENT AGREEMENT  
BETWEEN**

**CHANDLER WILLIAMSON**

**AND**

**THE CITY OF PAHOKEE, FL**

**THIS EMPLOYMENT AGREEMENT** hereinafter called this "Agreement", is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City Commission, hereinafter referred to as the "City" or "Commission", of the City of Pahokee, a political subdivision of the State of Florida, hereinafter called the "Employer", and Chandler Williamson, hereinafter referred to as "City Manager".

**W-I-T-N-E-S-S**

**WHEREAS**, the Commission desires to employ the services of Chandler Williamson, as City Manager of the City, hereinafter referred to as the "Manager", pursuant to the terms of the Pahokee City Charter, hereinafter referred to as the "Charter", the City of Pahokee Code of Ordinances, hereinafter referred to as the "City Code", the Pahokee City Administrative Code, hereinafter referred to as the "Administrative Code" as approved by the City, and all statutes, laws and constitutional provisions applicable to the position of Manager; and,

**WHEREAS**, it is the desire of the Commission to provide certain benefits and establish certain conditions of employment for City Manager as the Manager in accordance with this Agreement; and,

**WHEREAS**, it is the desire of the Commission to secure and retain the services of City Manager as the Manager and to provide inducement for him 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 mutual covenants contained herein, the parties agree as follows:

**Section 1. Employment.**

- A. The Commission hereby hires and appoints Chandler Williamson as the City Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the City Code, the Administrative Code, if applicable, and all statutes, laws, constitutional provisions and other City ordinances, regulations, resolutions and policies applicable 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. The Commission's employment of the City Manager was effective on April 6, 2015 and shall continue as consistent with the terms of this Agreement. This Agreement shall remain in effect until terminated by the Commission or by the City Manager as provided herein.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.
- E. It shall be the duty of the City Manager to employ, direct, assign, reassign, evaluate, and accept the resignations of all the City Staff under his supervision consistent with the City rules, policies, ordinances, charter, county, state and federal law.
- F. 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.
- G. The City Manager shall perform the duties of City Manager of the City with reasonable care, diligence, skill and experience.

**Section 2. Duties and Obligations.**

- A. The Manager shall have the duties, responsibilities and powers of said office under the City of Pahokee Charter, Code of Ordinances, Administrative Code, and all statutes, laws, constitutional provisions and other city ordinances, regulations, resolutions 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 Commission 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 Commission.

### **Section 3. Termination.**

- A. Termination without Cause. The Commission may, at any time whatsoever, terminate the employment of the Manager, without cause, by an affirmative vote of not less than Four (4) members of the Commission. If the Manager is terminated without cause, he shall be paid three (3) months severance pay and shall be paid at 100% for all remaining sick leave time, comp time and annual leave. Available leave time shall be provided to the City Commission no less than one time each year to coincide with the annual evaluation process of the City Manager.
  
- B. Termination for Cause. The Commission may also, for cause, terminate the employment of the Manager at any time whatsoever, by affirmative vote, of not less than three (3) members of the City Commission. The term “for cause” shall be deemed to include: gross negligence in the handling of City affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Commission; conduct unbecoming a public City Manager; illegal or habitual drug abuse; arrest; conviction of a felony; conviction of any crime involving moral turpitude or any crime relating to official duties; or violation of the Florida Ethics Code. For the purpose of this subsection, if the City Manager pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication. If the Manager is terminated for cause, he shall be paid one (1) month severance pay and shall be paid at 100% for all remaining sick leave.

### **Section 4. Resignation.**

- A. In the event the Manager voluntarily resigns his position, he thereby agrees to give the City not less than thirty (30) days’ written notice prior to effective date of any voluntary resignation, unless the parties agree otherwise.
  
- B. All actions pursuant to this Agreement should be executed within thirty (30) days of resignation or termination, unless a different time period is negotiated between City Manager and City.

### **Section 5. Compensation and Annual Review.**

- A. The City shall pay the Manager, for his service, an annual base salary of One Hundred Thirty Three Thousand Dollars (\$133,000.00) payable in equal monthly installments. At any time, the Commission may agree to increase the base salary and/or other benefits received by the Manager in such amounts and to such extent as the Commission may determine to be desirable in its sole discretion.
  
- B. Beginning in year 2020, as determined by the Commission, the Commission shall review and evaluate the performance of the City Manager at least once every fiscal year between March 1<sup>st</sup> and the immediately following April 30<sup>th</sup> in writing. Said review and evaluation shall assess the City Manager’s performance of all duties and responsibilities, and his

exercise of all powers for which he is responsible under this Agreement during the immediately preceding period. Failure by the Commission to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement.

- C. Annually, the Commission and the City Manager shall jointly define goals and performance objectives that they may be determined as necessary for the proper operation of the City and for the attainment of the Commission's policy objectives, and shall further establish a relative priority among those various goals and objectives, and said objectives and goals may be reduced to writing. Objectives and goals hereunder shall generally be attainable within the time limitations specified and shall take in to account the City's annual operating budget and capital budget and appropriations provided thereunder.

#### **Section 6. Retirement.**

The City shall enroll the City Manager in the Florida Retirement System for the City Manager's retirement benefit participation and shall contribute share of 8% on behalf of the City Manager.

#### **Section 7. Communications Equipment.**

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

- A. The City shall issue a city owned cell phone for City business purposes.

#### **Section 8. Other Benefits.**

The City Manager shall be entitled to the following:

- A. Vacation Leave – City Manager shall receive a lump-sum allocation of 140 hours of vacation leave per on each anniversary date.
- B. Sick Leave – City Manager shall receive a lump-sum allocation of 120 hours of sick leave on each anniversary date.
- C. Holidays – City Manager shall be entitled to paid holidays in accordance with City policy where all other City employees are paid.
- D. Automobile Allowance. City Manager will be provided an automobile with no less than 100,000 miles on the odometer.

#### **Section 9. Insurance.**

- A. The Commission agrees to provide to the City Manager and his dependents with health insurance coverage equivalent to that provided for other City employees.
- B. The City shall purchase term life insurance with equivalent value of one years salary for the City Manager and payable to his selected beneficiary.

## **Section 10. Disability**

A. If 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 twelve successive weeks, the City shall have the option to terminate this Agreement, in accordance with the provisions and requirements of Section 3A (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 twelve (12) week period.

B. Where necessary, to determine whether to continue the services of City Manager due to his 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 11. General Professional Development**

CITY agrees to budget and pay for reasonable participation in such conferences, forums, and seminars as approved by the City and to pay such reasonable professional dues and subscriptions. The City Manager shall be offered reasonable participation with national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and advancement.

## **Section 12. Bonding**

City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

## **Section 13. Other Terms and Conditions of Employment**

The City, only upon agreement with City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Charter, local ordinances or any other law.

## **Section 14. 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, City Attorney as to the City. 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 of the City Manager as maintained within the City Manager's employment file or other reliable source.

**Section 15. 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 Charter, the County Code, the Administrative Code, if applicable, and all statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies. The Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, state and local regulations, resolutions and policies shall take precedence over any part or portion of this Agreement, any other provisions of this Agreement to the contrary notwithstanding.

Any terms and conditions not specifically addressed in this Agreement shall be deemed to be addressed in the City's Personnel Rules, to the extent there is no conflict with 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.

**MANAGER:**

\_\_\_\_\_  
Chandler Williamson

**THE City:**

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

By: \_\_\_\_\_  
City Mayor

Attest:

\_\_\_\_\_  
City Clerk