

City of Opa-locka

*Commission Chambers
215 Perviz Avenue
Opa-locka, FL 33054*



SPECIAL COMMISSION MEETING Agenda

**Tuesday, June 15, 2021
6:30 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Alvin Burke
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give their full name and address, and the name and address of the organization they are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all City Commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the Commission meeting. *City of Opa-locka Code of Ordinances Section 2-57*

DECORUM POLICY

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Commission, shall be declared to be out of order by the presiding officer, and shall be barred from future audiences before the Commission by the presiding officer, unless permission to continue or again address the Commission is granted by a majority vote of the Commission members. *City of Opa-locka Code of Ordinances Section 2-58*

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the City staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105:

Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Procedures for Public Participation**How to watch the meeting**

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register online by 6:30 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

“The Great City”

SPECIAL COMMISSION MEETING

Tuesday, June 15, 2021

6:30 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PUBLIC INPUT:
(agenda item only)

6. RESOLUTION:

(a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE CITY MANAGER EVALUATION TOOL IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*

7. ADJOURNMENT:

RESOLUTIONS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE CITY MANAGER EVALUATION TOOL IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 23, 2019, the City of Opa-Locka City Commission ("City Commission") appointed John E. Pate as the City Manager; and

WHEREAS, on September 25, 2019, an Employment Agreement was executed between the City of Opa-Locka ("City") and John E. Pate ("Employment Agreement"); and

WHEREAS, on May 12, 2021 the City Manager and Vice Mayor Williams jointly sponsored Resolution #21-9864 as a First Amendment to the Employment Agreement between of the City Manager and the City to allow for an additional ninety (90) days in order for the City Commission to conduct a proper evaluation of the City Manager for the year 2021 in accordance with Paragraph 5 (B) of the City Manager's Contract; and

WHEREAS, establishing a proper evaluation tool is necessary in order to evaluate the City Manager in accordance with Resolution # 21-9864; and

WHEREAS, the City finds that it is in the best interest of the City to approve an evaluation tool for a proper evaluation of the City Manager.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission hereby approves the evaluation tool, attached hereto as Exhibit "A", to be used for the evaluation of the City Manager in accordance with Resolution # 21-9864 passed by the City Commission on May 12, 2021 and in accordance with Paragraph 5 (B) of the City Manager's Contract.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Oversight Board for the City of Opa-locka, FL.

PASSED AND ADOPTED this 15th day of June, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)

EXHIBIT “A”



Reset

HUMAN RESOURCES DEPARTMENT

780 FISHERMAN STREET, 4TH FL • OPA-LOCKA, FLORIDA 33054

•PHONE: 305-953-2868 •WWW.OPA-LOCKAFL.GOV

CITY MANAGER EVALUATION FORM

Use the following rating scale to evaluate overall performance on each individual item listed under each category.
Must provide feedback within comments section under each category if rating is 3 or below:

1

2

3

4

5

**Does Not Meet
Expectations**

**Doesn't Usually Meet
Expectations**

**Meets
Expectations**

**Generally Meets
Expectations**

**Exceeds
Expectations**

Category 1: RELATIONS WITH GOVERNING BODY/PROVIDING INFORMATION

Item No.	Item	Rating
1.	Keeps the Commission informed in an appropriate and timely manner about matters critical to the Commission's policy making role.	5
2.	Provides information on an equal basis to all Commission members.	5
3.	Anticipates and follows up promptly on Commission requests for information or action without having to be reminded.	5
4.	Available to the Commission on official business either personally or through designated subordinates.	5
5.	Reports departmental and staff activities to the Commission in an appropriate and timely manner.	5
6.	Advises the Commission of relevant legislation and developments in the area of public policy affecting the City of Opa-locka.	5
7.	Developed, or is in the process of developing, comprehensive understanding of the problems and issues existing in the City of Opa-locka.	5
8.	Considers all available alternatives before making recommendations to the Commission.	5
9.	Anticipates, plans and prioritizes future needs and programs recognizing the potential problems confronting the City.	5
10.	Carries out directives of the Commission as a whole rather than those of any individual Commission member.	5

Category 1 Comments:

DRAFT

Category 2: ORGANIZATIONAL RELATIONS

A. FISCAL MANAGEMENT

Item No.	Item	Rating
1.	Develops and administers a process of budget preparation and review which meets the requirements of the City Charter, and expectations of the Commission in its decision making role.	5
2.	Controls operational and capital costs through adequate budgetary controls and the judicious/economical utilization of manpower, material and equipment.	5
3.	Provides the Commission with timely and sufficient reports on the financial status of the City government in accordance with the Charter and requirements of the Commission.	5
Category 2 Section A. Comments:		

B. PERSONNEL MANAGEMENT

Item No.	Item	Rating
1.	Effectuates sound personnel selection and placement policies.	5
2.	Recruits and retains competent personnel for City positions.	5
3.	Communicates organizational values, directions, and expectations.	5
4.	Creates an environment for organizational and employee learning.	5
5.	Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives, and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public.	5
6.	Promotes and supports the “public service role” for all City employees emphasizing exemplary performance.	5
7.	Creates an environment that fosters and requires legal and ethical behavior.	5
8.	Assumes responsibility for staff performance.	5
9.	Treats all City personnel in a fair and equitable manner.	5
10.	Organizes and manages work and jobs to promote cooperation, initiative, empowerment, innovation, and organizational culture.	5
11.	Motivates employees to develop and utilize their full potential.	5
Category 2 Section B. Comments:		

Category 2: ORGANIZATIONAL RELATIONS (continued)

C: MANAGING THE ORGANIZATION

Item No.	Item	Rating
1.	Executes the policies adopted by the Commission in a timely and appropriate fashion.	5
2.	Plans and executes organizational priorities in a manner reflective of the City's stated mission and goals, and satisfactory to the Commission.	5
3.	Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods.	5
4.	Executes the short and long-term goals and objectives of the City in a timely and effective manner.	5
5.	Communicates effectively, clearly, easily, and to the point.	5
6.	Demonstrates sensitivity to the opinions and concerns of others in and outside the organization.	5
7.	Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and serves as a role model for personnel.	5
8.	Accepts new ideas and suggestions for change.	5
9.	Adapts to and deals effectively with unanticipated conditions and situations.	5
10.	Presents and utilizes innovative solutions to conditions and situations affecting the City.	5
11.	Keeps informed on legislative issues that may affect the City.	5
12.	Sets and deploys organizational values, short- and longer-term directions, and performance expectations.	5
13.	Creates an environment for empowerment, innovation, and organizational agility.	5
14.	Implements organization-wide strategic planning process.	5
15.	Selects, collects, aligns, and integrates data and information for tracking daily operations and for tracking overall organizational performance.	5
16.	Keeps data and information availability mechanisms, including software and hardware systems, current with organizational needs and directions.	5
17.	Capitalizes on the diverse ideas, cultures, and thinking of employees and the community with which the organization interacts.	5
18.	Addresses workplace health, safety, and security.	5

Category 2 Section C. Comments:

Category 3: RELATIONS WITH THE PUBLIC

Item No.	Item	Rating
1.	Handles disputes or complaints involving citizens in an effective, equitable, and timely manner.	5
2.	Makes himself/herself available and visible to the citizens of Opa-locka in an appropriate manner.	5
3.	Presents Commission policies and positions on issues to the citizens and City organization accurately, equitable, and effectively.	5
4.	Directs sufficient public credit to the Commission in its role as the Governing Body.	5
5.	Anticipates public concerns with current and future services, programs, and operations and prepare for these concerns in a proactive manner	5
6.	Ensures workplace preparedness for emergencies or disasters and seek to ensure organizational continuity for the benefit of citizens and employees.	5

Category 3 Comments:

Category 4: RELATIONS WITH OTHER GOVERNMENTS

Item No.	Item	Rating
1.	Deals effectively with other governmental agencies at all levels in representing the City of Opa-locka.	5
2.	Develops and administers an effective program of grantsmanship.	5
3.	Cooperates with neighboring communities and maintains open communication with other municipalities in areas that may affect or relate to the City.	5

Category 4 Comments:

List any goals, achievements, objectives :

Additional information/comments may be attached at the option of the evaluator.

OVERALL RATING: 5.00

Commission Member (Please Print)

Signature

Date Evaluation Was Completed

Evaluation period: _____ to _____

Each member of the Commission should complete the evaluation form, sign, print, and return it to the director of the Human Resources Department. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the Commission meeting on _____.

Human Resources Director

Date Submitted

RESOLUTION NO.
21-9864

RESOLUTION NO. 21-9864

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MUTUALLY AGREED UPON AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN CITY MANAGER JOHN E. PATE AND THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2019, the City of Opa-Locka Commission ("City Commission") appointed John E. Pate as the City Manager; and

WHEREAS, on September 25, 2019, an Employment Agreement was executed between the City of Opa-Locka and John E. Pate ("Employment Agreement"); and

WHEREAS, the City Manager and the City of Opa-Locka desire to amend the Employment Agreement of the City Manager to allow for an additional ninety (90) days in order for the City Commission to conduct a proper evaluation of the City Manager during the year 2021; and

WHEREAS, the City finds that it is in the best interest of the City to specifically amend Section 5 of the Employment Agreement between John E. Pate and the City of Opa-Locka as set forth in Exhibit "A".

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

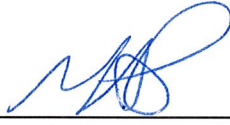
Section 2. Authorizing an Amendment to Section 5 of the Employment Agreement between the City and John E. Pate The City Commission hereby approves a First Amendment to Section 5 of the Employment Agreement between John E. Pate and the City of Opa-Locka, Florida, to extend the time for a proper evaluation to take place by the City Commission as specified in Exhibit "A" hereto. The City Commission further authorizes the execution of the First Amendment to the Employment Agreement by the appropriate parties.

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent

may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

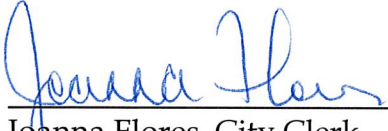
Section 4. Effective Date. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 12th day of May, 2021.



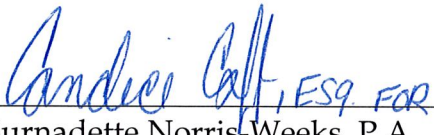
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



Burnadette Norris-Weeks, P.A.

Moved by: Commissioner Burke

Seconded by: Commissioner Taylor

VOTE: 3-1

Commissioner Burke	ABSENT
Commissioner Davis	YES
Commissioner Taylor	YES
Vice-Mayor Williams	YES
Mayor Pigatt	NO

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
JOHN E. PATE AND THE CITY OF OPA-LOCKA, FLORIDA**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is dated _____, 2021 (the "Amendment Effective Date"), and is between CITY OF OPA-LOCKA, a Florida municipal corporation, through its City Commission ("City") and JOHN E. PATE ("City Manager" or "Manager"). This Amendment modifies certain terms and conditions of Section 5 of the Employment Agreement dated August 23, 2019, between the CITY and the CITY MANAGER (the "Agreement").

WHEREAS, on August 23, 2019, the City of Opa-Locka City Commission ("City Commission") appointed John E. Pate as the City Manager; and

WHEREAS, on September 25, 2019, an Employment Agreement was executed between the City of Opa-Locka ("City") and John E. Pate ("Employment Agreement"); and

WHEREAS, the City Manager and the City of Opa-Locka mutually agree to enter into this First Amendment to the Employment Agreement between of the City Manager and the City to allow for an additional ninety (90) days in order for the City Commission to conduct a proper evaluation of the City Manager for the year 2021; and

WHEREAS, the City finds that it is in the best interest of the City to specifically amend Section 5 of the Employment Agreement between John E. Pate and the City of Opa-Locka with the terms and conditions set forth herein.

IT IS MUTUALLY AGREED by and between City and City Manager as follows:

1. Section 5 of the Agreement entitled *Compensation and Annual Review* shall be amended as follows with the remainder of the Agreement remaining the same:

Section 5. Compensation and Annual Review.

- A. The City shall pay the Manager, for his service, an annual base salary of \$169,700 payable in equal installments pursuant to City policy and may increase it from time to time as herein provided. 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 2020, as determined by the Commission, the Commission shall review and evaluate the performance of the Manager at least once every fiscal year between March 1st and the immediately following April 30th. **For the year 2021, the time for the City Commission to conduct an evaluation of the City Manager shall be extended until July 29, 2021. Said Review and evaluation shall assess the 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 Manager shall jointly define such goals and performance objectives that they may determine 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 shall 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

CITY OF OPA-LOCKA, a political
subdivision of the State of Florida

John E. Pate, City Manager

By: _____
Matthew A. Pigatt, Mayor

ATTEST:

By: _____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Burnadette Norris-Weeks*, ESQ. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

**CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN**

JOHN E. PATE

AND

THE CITY OF OPA-LOCKA, FL

THIS EMPLOYMENT AGREEMENT hereinafter called this “Agreement”, is made and entered into as of the 25th day of September, 2019, by and between the City Commission, hereinafter referred to as the “City” or “Commission”, of the City of Opa-locka, a political subdivision of the State of Florida, hereinafter called the “Employer”, and John E. Pate, hereinafter referred to as “Employee”.

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

WHEREAS, the Commission desires to employ the services of John E. Pate, as City Manager of the city, hereinafter referred to as the “Manager”, pursuant to the terms of the Opa-locka City Charter, hereinafter referred to as the “Charter”, the Opa-locka City Code of Ordinances, hereinafter referred to as the “City Code”, the Opa-locka City Administrative Code, hereinafter referred to as the “Administrative Code”, 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 Employee as the Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Commission to secure and retain the services of Employee as the Manager and to provide inducement for him to remain in such employment; and

WHEREAS, Employee desires to accept employment as the 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 John E. Pate as the Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the City Code, the Administrative Code, and all statutes, laws, constitutional provisions and other city ordinances, regulations, resolutions and policies applicable to the position of 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 Employee as the Manager shall be effective October 15, 2019 through October 14, 2023. This Agreement shall remain in effect until terminated by the Commission or by the employee 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 employees of the City 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 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 Opa-locka 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 Manager. The Manager shall carry these out in a professional and competent manner.
- B. The 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. He may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Commission, provided that such activities shall not interfere with his primary obligation to the Commission and City as the Manager. The Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties as Manager hereunder.
- 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 provided by the Commission.

Section 3. Termination and Severance Pay

- A. Termination without Cause. The Commission may, at any time whatsoever, terminate the employment of the Manager, without cause, by an affirmative vote, upon reasonable prior notice to the Manager, of not less than three members of the Commission. If such event should occur, the Manager will be given written notice of the decision of the Commission not less than 10 days prior to the effective date of the termination. Upon such termination, The Manager will be entitled to: 1) a severance payment equal to twenty (20) calendar weeks of base salary; 2) a lump sum payment at his then-hourly rate of base salary as Manager for all annual leave hours accumulated by his but unused as of the date of termination, not to exceed the maximum accrual provided in the City's Personnel Policies Manual applicable to all other non-union employees of the Commission; and 3) continuation of the Manager's health insurance under Section 9 at City expense for a period of one hundred and eighty (180) calendar days following the date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder. The Commission shall not continue any benefits after termination that are directly connected with being the City Manager. In other words, the Commission shall continue paying insurances and pension but not a car allowance, phone, and the like.
- 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 Manager shall be entitled to a hearing if, within five (5) business days of termination for just cause, he so requests in writing to the City Attorney. In the event the Manager's employment is terminated for cause, the City shall be under no obligation to pay severance pay described under subsection A (1) or the continuation of health insurance described under subsection A (3) hereof. 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 employee; illegal or habitual drug abuse; arrest; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code. For the purpose of this subsection, if the 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.

Section 4. Resignation

- A. In the event the Manager voluntarily resigns his position, he thereby agrees to give the City not less than sixty (60) days' written notice prior to effective date of any voluntary resignation, unless the parties agree otherwise.
- B. In the event the Manager voluntarily resigns his position, the City shall not pay severance pay described under subsection 3 A(1) or pay for the continuation of health insurance described herein.

Section 5. Compensation and Annual Review

- A. The City shall pay the Manager, for his service, an annual base salary of \$169,700, payable in equal installments pursuant to City policy and may increase it from time to time as herein provided. 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 2020, as determined by the Commission, the Commission shall review and evaluate the performance of the Manager at least once every fiscal year between March 1st and the immediately following April 30th. Said review and evaluation shall assess the 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 Manager shall jointly define such goals and performance objectives that they may determine 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 shall 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 Manager in the Senior Management Service employee classification within the FRS (the Florida Retirement System) plan. Furthermore, the City shall contribute the employee share of 3% on behalf of the 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, computer and provide other mobile connectivity that provides Internet to the Manager to be used solely for City business purposes.

Section 8. Other Benefits

- A. Except as may be otherwise limited under the terms of this Agreement, the Manager shall be entitled to earn, use, accrue and be compensated for 15 days of sick leave and 25 vacation day per year upon execution of this agreement. The Manager shall further be provided a bank of 7.5 days of sick and 14.5 days of vacation leave upon execution of this agreement.

- B. The Commission, in consultation with the Manager, may fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Manager, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law.

Section 9. Insurance

- A. The Commission shall provide term life insurance as is provided to other non-union employees of the Commission.
- B. The Commission shall provide to the Manager medical, dental, and any other offered insurance plan on the same terms and conditions as are available to all other non-union employees of the Commission. The Commission shall further provide for the Manager and his dependent(s) health, dental, and any other available insurance benefit offered at no cost of the Manager.

Section 10. No Reduction of Benefits

The Commission shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Manager, except and to the degree and extent such reduction is also imposed across-the-Commission for all non-union employees of the Commission.

Section 11. General Business Expenses

The Commission agrees to budget pay for the professional travel and state authorized expenses of the Manager necessary for his participation in professional development training applicable to his duties as a City Manager, not to exceed a total cost of \$1,500.00 per year. The Commission may pay for the Manager to be a member of other professional organizations that the Commission agrees are necessary and desirable as authorized in advance.

Section 12. Residence and Relocation Expenses

- A. The Commission agrees to pay for Relocation Expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00), provided that no less than three (3) quotes are obtained and that the best and most responsive and responsible quote is selected, as determined by the Manager.
- B. The Manager agrees to make all attempts to find suitable housing within the City of Opa-Locka, Florida. In the event he is unable to identify housing within the City of Opa-Locka within a period of twelve (12) months following execution of this Agreement, the Manager agrees to reside within a radius of ten (10) miles from the city limits of Opa-Locka, FL.

Section 13. Suspension

The Commission shall have the authority to suspend the Manager with full pay and benefits pending investigation and a final employment decision made by the Commission, but only if a majority of the Commission members and the Manager agree; or in the alternative, after a public hearing, if a majority of the Commission members votes to suspend the Manager for just cause. The Manager shall have been given written notice setting forth any charges giving rise to just cause at least five (5) days prior to such hearing.

Section 14. Indemnification

The City shall defend, indemnify and pay all judgments or settlements in regard to any personal liability arising out of and in the scope of the City Manager's responsibilities, to the fullest extent authorized by Florida Statutes, and other laws and in accordance with the City of Opa-Locka Code of Ordinances, in addition to any insurance purchased by the City. The City agrees to pay all reasonable litigation expenses of the Manager during the pendency of proceedings, only if actions were taken in the course and scope of the City Manager's employment.

Section 15. Bonding

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

Section 16. Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, 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 17. 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 Attorney as to the City. And, directed to the City Manager as to the City Manager.

Section 18. 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, 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, 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:



John E. Pate

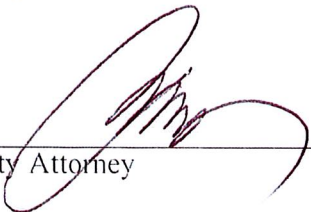
THE City:

City Commission of Opa-Locka, a political subdivision of the State of Florida:

By: 

City Mayor

Attest:


Clerk of the City Commission
City Attorney