

03.6

ORDINANCE NO. 2017- 15

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GREGORY P. HARRISON; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach desires to employ the services of Gregory P. Harrison as City Manager as provided by the Charter of the City of Pompano Beach; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment and to set working conditions of Gregory P. Harrison; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Employment Agreement between the City of Pompano Beach and Gregory P. Harrison, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Employment Agreement.

SECTION 3. This Ordinance shall become effective February 21, 2017.

PASSED FIRST READING this 24th day of January, 2017.

PASSED SECOND READING this 10th day of January, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

MEB/jrm
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l:ord/2017-84

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EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st day of February, 2017, by and between the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), as party of the first part, and GREGORY P. HARRISON (hereinafter referred to as "EMPLOYEE"), as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the CITY desires to employ the services of Gregory P. Harrison as City Manager of the City of Pompano Beach as provided by the Charter of the City of Pompano Beach;

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment and to set working conditions of EMPLOYEE; and

WHEREAS, it is the desire of the City Commission to secure and retain the services of EMPLOYEE and to provide for the terms and conditions of his employment; and

WHEREAS, EMPLOYEE desires to accept employment as City Manager of said CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 - TERMS OF EMPLOYMENT.

A. The term of this Agreement shall be for an initial period of five (5) years from the date of this Agreement. The CITY may notify the EMPLOYEE in writing on or before six (6) months prior to the expiration of the Agreement of its desire to extend the Agreement beyond the expiration date. In the event that such written notification is given by CITY, the Agreement may

be extended on the same terms and conditions as herein provided, all for an additional period of five (5) years.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of EMPLOYEE at any time, with or without cause, subject only to the provisions set forth in this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with CITY, subject only to the provisions set forth in this Agreement. EMPLOYEE shall provide CITY 90 days' written notice of such resignation.

SECTION 2 - DUTIES.

A. EMPLOYEE shall perform the duties of City Manager, as said duties are described in the Charter of the City of Pompano Beach, Florida, as the same now exists or as it may be amended subsequently, and all ordinances lawfully enacted pursuant thereto, and to perform other legally permissible and proper duties and functions assigned by the City Commission.

B. The EMPLOYEE shall remain in the exclusive employ of the CITY and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The EMPLOYEE may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Commission, provided that such activities shall not interfere with his primary obligation to the CITY.

C. The CITY recognizes the desirability of representation in and before local civic and other organizations and encourages the EMPLOYEE to participate in these organizations to

foster a continuing awareness of the CITY's activities as well as the community's attitudes and ideas.

D. EMPLOYEE may also be requested to perform limited duties for the Pompano Beach Community Redevelopment Agency (CRA) as the City Commission sits as the Board of Directors for the CRA.

SECTION 3 - EMPLOYEE SALARY.

A. The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto at an annual initial base salary of \$192,500.00 payable in installments at the same time as other employees of the CITY are paid.

B. EMPLOYEE shall be entitled to an annual cost-of-living wage increase in the same amount and at the same time as such increase is provided, if any, to other non-bargaining unit CITY employees. EMPLOYEE's initial annual salary may be adjusted by such increases beginning October 1, 2017.

C. EMPLOYEE shall receive all the benefits of other regular classified employees of the City unless otherwise provided in this Agreement.

SECTION 4 - TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the City Commission during the first six (6) months of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then in that event the CITY agrees to pay EMPLOYEE a lump sum cash payment in an amount equal to the remainder of the then current annual salary for the first year of this Agreement. The EMPLOYEE shall also be compensated for all accrued sick leave and vacation time.

B. In the event EMPLOYEE is terminated for “just cause,” the CITY shall have no obligation to pay the amounts outlined in Section 4.A of this Agreement. For purposes of this Agreement, “just cause” is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager’s duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive CITY policy, rule or regulation, which would subject any other CITY employee to termination.
5. The commission of any fraudulent act against the interest of the CITY.
6. The commission of any act which involves moral turpitude or which causes the CITY disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

SECTION 5 - VACATION LEAVE.

As an inducement to the EMPLOYEE to become the City Manager of the CITY, at signature hereof the EMPLOYEE shall be credited with fifteen (15) days of vacation leave, which shall be added in addition to any time already accrued. Thereafter, beginning on the thirteenth month of employment, EMPLOYEE shall have credited to his personal account

vacation leave at the rate of twenty (20) days per year, with a maximum accrual of sixty (60) days. Upon termination by either the CITY or the EMPLOYEE, the CITY shall compensate the EMPLOYEE for all accrued vacation time up to sixty (60) days.

SECTION 6 - HOURS OF WORK.

It is recognized that the EMPLOYEE must devote a great amount of his time outside normal office hours to business of the City, and to that end the EMPLOYEE will be allowed to establish an appropriate work schedule.

SECTION 7 - PUBLIC OFFICIAL LIABILITY PROTECTION.

The CITY shall provide the EMPLOYEE with Public Official and Police Liability protection as well as Errors and Omissions protection without limits through the CITY's self-insurance program. In addition, if the EMPLOYEE is sued in any court for any cause of action, except criminal, traffic and misdemeanor offenses, allegedly arising from his actions or conduct as an Employee of the CITY, the CITY shall select and pay for an attorney who shall provide a defense for EMPLOYEE, unless it is determined that EMPLOYEE was acting outside the scope of his duties when he engaged in the action or conduct which forms the basis for the suit. Such determination shall initially be made by the City Commission and only after a formal examination into the alleged action or conduct has been completed by the City Attorney. The EMPLOYEE may attend the examination, but the EMPLOYEE shall have no right to be represented by counsel at said examination or object to the procedures used in said examination.

The CITY shall not be liable for the acts or omissions of the EMPLOYEE committed while acting outside the course and scope of his agreed duties, even if initially determined by the City Commission to be within the course and scope, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human rights,

safety or property. In such instance, the EMPLOYEE shall reimburse the CITY for any damages including legal fees and expenses the CITY has incurred or otherwise paid for, or on his behalf, in connection with the charged conduct.

SECTION 8 - AUTOMOBILE.

EMPLOYEE's duties require that he shall have the exclusive and unrestricted use of an automobile at all times during his employment with the CITY. In lieu of the CITY providing an automobile to EMPLOYEE, the CITY shall provide EMPLOYEE with a monthly car allowance of \$600.00. EMPLOYEE shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase or lease, operation, including oil and gasoline, maintenance, repair and replacement of said automobile.

SECTION 9 - CITY RESIDENCY REQUIREMENT.

The parties hereby agree that the City Charter requires EMPLOYEE to reside in the City. Sometime during the first year of this Agreement EMPLOYEE shall commence residence in the City.

SECTION 10 - RETIREMENT BENEFITS.

The EMPLOYEE shall participate in the retirement plan provided for in Section 34.0264 of the City Code of Ordinances. As provided in this Ordinance, CITY shall pay member contribution for EMPLOYEE.

SECTION 11 - SICK LEAVE.

As an inducement to EMPLOYEE to become City Manager of the CITY, at signature hereof EMPLOYEE shall be credited with twelve (12) days of sick leave. Beginning on the thirteenth month of employment, the EMPLOYEE shall accrue sick leave at the rate of twelve (12) days per year. Upon resignation in good standing by EMPLOYEE or termination by CITY

for reasons other than conviction of any felony or any crime involving moral turpitude, EMPLOYEE shall receive payment for any accrued sick leave at the rate of one (1) day per month of employment with a maximum of sixty (60) days.

SECTION 12 - MEDICAL HOSPITALIZATION, DENTAL AND VISION INSURANCE.

The CITY agrees to provide medical, hospitalization, dental and vision coverage under the self-insurance program as provided for all other classified employees of the CITY for EMPLOYEE and his dependents on the first day of employment with any cost to the EMPLOYEE as classified employees pay.

SECTION 13 - HOLIDAYS.

The EMPLOYEE shall be granted the same official holidays as other CITY employees.

SECTION 14 - DUES AND SUBSCRIPTIONS.

The CITY agrees to budget for and pay in an amount not to exceed \$3,500.00 the professional dues and subscriptions of the EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY. Specific organizations are the International City Management Association, the Florida City and County Management Association or any sub-state affiliate thereof, the American Society of Public Administration and the International Personnel Management Association.

SECTION 15 - PROFESSIONAL DEVELOPMENT.

A. The CITY hereby agrees to budget for and to pay the travel and subsistence expenses of the EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of the EMPLOYEE and to adequately pursue

the necessary official and other functions for the CITY including, but not limited to, the Annual Conference of the International City Management Association and the Florida City and County Management Association.

B. The CITY also agrees to budget and to pay for the travel and subsistence expenses of the EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development and for the good of the CITY.

SECTION 16 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Commission 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, providing such terms and conditions are not inconsistent with or in conflict with the duties of the City Manager, or the provisions of this Agreement, the City Charter or any other law.

SECTION 17 - COMMUNICATIONS.

CITY shall provide EMPLOYEE with a cell phone for business use.

SECTION 18 - PERFORMANCE EVALUATION.

City shall in six months from the date of this Agreement and annually thereafter review the performance of the EMPLOYEE subject to a process, form, criteria and format for the evaluation which shall be mutually agreed upon by the CITY and EMPLOYEE.

SECTION 19 - GENERAL PROVISIONS.

A. This Agreement sets forth and establishes the entire understanding between the CITY and the EMPLOYEE relating to the employment of the EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision

of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the EMPLOYEE.

C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed separable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by: [Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2017 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"EMPLOYEE":

Witnesses:

Christine Kendel

Jill R. Mesojedec

[Signature]
GREGORY P. HARRISON

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of January, 2017 by GREGORY P. HARRISON. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
JILL R. MESOJEDEC

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm
1/9/17
l:agm/mgr/2017-255