



EMPLOYMENT CONTRACT ACTING CITY MANAGER

THIS AGREEMENT is made and entered into this ____ day of _____ between the **City of Palm Bay**, a Florida municipal corporation (hereinafter, "CITY") and **Suzanne E. Sherman** (hereinafter, "Ms. Sherman").

IN CONSIDERATION of the mutual covenants below, sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Appointment of Acting City Manager

Pursuant to Section 30.06 of the of the City of Palm Bay Code of Ordinances, the CITY through its City Council, appoints Ms. Sherman as its Acting City Manager, effective _____.

SECTION 2. Duties

Pending the City Council's appointment of a permanent City Manager, Ms. Sherman shall perform the functions and duties of the City Manager as set forth in the City's charter, ordinances, regulations, rules, policies and standards and shall perform such other associated and legally required duties and functions as the City Council shall from time to time direct and assign to the Acting City Manager. Ms. Sherman agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of Ms. Sherman's ability.

SECTION 3. Annual Base Salary

The base salary of the Acting City Manager shall be Grade BC, at \$170,000, which shall be payable in installments at the same time that other employees of the City of Palm Bay are paid. Ms. Sherman shall receive a fiscal-year salary increase to her annual base salary at the same time the CITY provides pay increases for Group 1 employees of the CITY. Ms. Sherman's annual salary shall be increased by the amount awarded to Group 1 employees.

SECTION 4. Severance Compensation

A. Deputy City Manager Provision

At the end of her time serving in the capacity of Acting City Manager, should Ms. Sherman not be appointed as City Manager, she will return to her previous position of Deputy City Manager at her annual salary at Grade AP, at \$123,600, including fiscal-year salary increase if the CITY provides pay increases for Group 1 employees of the CITY.

City of Palm Bay, Florida
Employment Contract
Acting City Manager-Suzanne E. Sherman

B. Severance Clause

Ms. Sherman shall receive ten (10) weeks of compensation if her employment is involuntarily terminated while in the Acting City Manager capacity, as provided for in Section 215.425(4)(a), Florida Statutes (2020); provided, however, Ms. Sherman will not be eligible for severance compensation if the City terminates her employment for “misconduct” as that term is defined in Section 443.036(29), Florida Statutes (2020).

SECTION 5. Benefits

Unless otherwise specified in the Agreement, Ms. Sherman shall be considered a Group 1 employee for the purpose of determining entitlement to employment benefits.

SECTION 6. Pension

The CITY agrees to pay, on Ms. Sherman’s behalf, the same percentage of Ms. Sherman’s salary as is paid by the CITY on behalf of Group 1 employees into the 401(a) Executive Retirement Plan each pay period. The CITY agrees to execute all necessary agreements required for Ms. Sherman’s participation in the 401(a) Executive Retirement Plan. The CITY further agrees to transfer Ms. Sherman’s 401(a) Executive Retirement Plan account to succeeding employers of Ms. Sherman.

SECTION 7. Automobile

CITY shall provide Ms. Sherman with an automobile allowance as provided to Group 1 employees.

SECTION 8. Use of Computer and Cell Phone

The CITY acknowledges that Ms. Sherman is engaged in the business of the CITY on a continual basis and authorizes Ms. Sherman to use CITY-issued equipment, specifically, but not limited to, computer and cell phone for incidental use.

SECTION 9. Medical, Dental and Life Insurance

The CITY agrees to provide comprehensive medical, dental and term life insurance for Ms. Sherman, and to pay the total premiums for that coverage.

City of Palm Bay, Florida
Employment Contract
Acting City Manager-Suzanne E. Sherman

SECTION 10. Disability Insurance

The CITY agrees to provide Ms. Sherman with coverage under its standard disability insurance policy.

SECTION 11. Sick, Annual Holiday, Administrative and Military Leave

Ms. Sherman shall accrue sick, annual, holiday, administrative and military leave under the same under same conditions as Group 1 employees. Accrued sick, annual, and administrative leave shall be paid at the time of separation.

SECTION 12. Dues and Subscriptions

CITY agrees to pay Ms. Sherman's professional membership dues with ICMA and FCCMA.

SECTION 13. Professional Development

The CITY agrees to pay reasonable and customary travel and subsistence expenses for Ms. Sherman's travel and attendance at ICMA, FCCMA and FLC annual conferences. The CITY shall pay for Ms. Sherman's attendance at other seminars, conferences, and committee meetings as are approved in the CITY's annual budget or as authorized by the City Council.

SECTION 14. Outside Activities

Ms. Sherman shall not engage in any outside work that provides an impermissible conflict of interest.

SECTION 15. Termination

A. Section 4.012

Nothing in the Agreement shall prevent, limit or otherwise interfere with the absolute right of the CITY to terminate the services of Ms. Sherman at any time, with or without cause, in accordance with section 4.012 of the City Charter of the City of Palm Bay.

B. Selection of Permanent City Manager

Upon the appointment date of a permanent City Manager by the City Council, the provisions within the contract shall terminate. If Ms. Sherman is selected to be the permanent City Manager by the City Council, a separate contractual agreement shall be negotiated which shall control Ms. Sherman's employment as City Manager. If Ms. Sherman is not selected to be the permanent City Manager by the Council, she shall return to her previous position of Deputy City

City of Palm Bay, Florida
Employment Contract
Acting City Manager-Suzanne E. Sherman

Manager. Regardless of whether Ms. Sherman is selected to be City Manager by the City Council, Section 4.B. *supra* shall remain in full force and effect until the fulfillment or expiration thereof.

SECTION 16. Commitment

Ms. Sherman is committed to being the Acting City Manager until a permanent City Manager is appointed. In the event Ms. Sherman resigns, she shall give the CITY a minimum of thirty (30) days advance, written notice, unless CITY agrees to waive such requirement.

SECTION 17. Indemnification

The provisions of section 34.13, Code of Ordinances, and section 111.07 and 111.071, Florida Statutes (2020) shall apply to any legal action brought against Ms. Sherman. This section shall survive the termination of this Agreement or any other separation of Ms. Sherman's employment.

SECTION 18. Renegotiation of Provisions

Either party may request renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, those terms will remain unchanged.

SECTION 19. Reduction of Pay/Benefits

If CITY reduces the annual financial benefits of Group 1 employees, the Acting City Manager's financial benefits will also be reduced accordingly.

SECTION 20. General Provisions

- A. The provisions of this Agreement constitute the entire understanding between the parties. No other representations or understandings are binding on CITY and Ms. Sherman unless contained in this Agreement.
- B. Upon Ms. Sherman's death, the CITY's obligations under the Agreement shall terminate, except for:
 - 1) Transfer of balances in Ms. Sherman's ICMA 457 Deferred Compensation Plan and 401(a) Executive Retirement Plan to her designated beneficiaries;
 - 2) Payment of accrued leave balances in accordance with this Agreement;
 - 3) Payment of all outstanding hospitalization, medical and dental bills, in accordance with CITY's insurance policies or plans;

City of Palm Bay, Florida
Employment Contract
Acting City Manager-Suzanne E. Sherman

- 4) Payment of all life insurance and disability benefits;
- 5) Any other benefits provided to Group 1 employees in the event of death; and
- 6) Indemnification in accordance with **SECTION 17**, *above*, in addition to any other protections that may be afforded city employees in accordance with the Palm Bay Code of Ordinances or Florida Statutes, as may be applicable at time of death.

C. CITY and Ms. Sherman agree that the exclusive jurisdiction and venue for any litigation related to this Agreement shall be the appropriate state or federal court with jurisdiction and venue in and for Brevard County, Florida.

D. This Agreement shall be construed and governed by the laws of Florida.

SECTION 21. Provisions in Conflict

This Agreement shall supersede all provisions of CITY resolutions in conflict with this Agreement, to the extent of such conflict.

SECTION 22. Severability

In the event that any provision of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect.

SECTION 22. Effective Date of Agreement

This Agreement shall become effective on the date stated within Section 1 above.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its Mayor and duly attested to by its City Clerk; and agreed to, accepted and executed by Ms. Sherman, in duplicate, on the respective dates under each signature.

CITY OF PALM BAY, FLORIDA

ATTEST:

Terese M. Jones, City Clerk

By: _____
William Capote, Mayor

DATE: _____

City of Palm Bay, Florida
Employment Contract
Acting City Manager-Suzanne E. Sherman

By: _____
Suzanne E. Sherman

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Suzanne E. Sherman, as Acting City Manager the City of Palm Bay, who is personally known to me.

NOTARY PUBLIC, State of Florida