

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into this **16th day of April 2021**, by and between The City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **PATY K. MCLAUCHLIN**, ("Interim City Manager"), whose present residence address is 2 Hutchinson Lane, Key West, Florida 33040. and City and Interim City Manager hereby agree as follows:

1. Recitals. City desires to employ an Interim City Manager for the City of Key West, who shall be the chief executive and the administrative officer of the City in accordance with the City Charter.

2. Employment. City hereby employs Interim City Manager as Interim City Manager and Interim City Manager accepts the employment pursuant to the terms and conditions below.

3. Full Time Employment and Benefits. City and Interim City Manager agree that the position of interim City Manager will be a full-time position. The parties recognize the hours worked by Interim City Manager will necessarily require time outside typical office hours. The Interim City Manager will dedicate forty (40) hours per week plus additional hours as are necessary to perform the duties of Interim City Manager. Interim City Manager shall retain the same level of benefits enjoyed as Assistant City Manager including, but not limited to, retirement, sick and annual leave (Subject to buyout as other full time City employees), holidays, health, dental vision and life insurance.

4. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning April 16, 2021, as per **Resolution No. 21-044**, approved by the City Commission on March 31, 2021, continuing until the permanent City Manager's first day of employment. At which time, Interim City Manager will return to her previous position of Assistant City Manager with a minimum salary and benefits adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement.

B. Extension of Term. This Agreement will only be extended by subsequent vote of the City Commission.

C. Termination of Agreement.

1. Interim City Manager acknowledges, in the position of Interim City Manager, she serves at the pleasure of a majority of the City Commission. In the event a majority of the City Commission terminates this Agreement for any reason, Interim City Manager will be returned to her position as Assistant City Manager with a minimum salary and benefits adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement.

2. **By Normal Expiration.** This Agreement is terminated upon its normal expiration date as stated in Section 4.A.

D. Resignation by Interim City Manager In the event that Interim City Manager resigns from the position prior to the normal expiration date, she will be returned to her previous position of Assistant City Manager.

5. Conflict of Interest Prohibition. The Interim City Manager shall not without the express prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. The Interim City Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

6. Base Salary. The City will pay to Interim City Manager, as and for a base salary, the sum of One Hundred Eighty Five Thousand Dollars (185,000.00) per annum; the base salary shall increase at the same time and same percentage rate as afforded to City Department Heads each fiscal year. Payments shall be made in accordance with the City's standard payroll procedure. A cell phone allowance of \$100.00 per month will be paid on the second pay period of each month.

7. Transportation. City agrees to provide Interim City Manager with a full-size automobile for exclusive use while conducting official city business. The City will pay all operations and maintenance costs.

8. Travel Reimbursement. City agrees to pay to or reimburse Interim City Manager for the costs of meals, other expenses and lodging incurred by Interim City Manager that may be necessary, required, or appropriate in fulfilling Interim City Manager's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statutes, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

9. City Retirement System. City agrees that Interim City Manager will be a member of the General Employees Retirement Plan of the City. City and Interim City Manager will contribute such amounts at such times in accordance with standard City policy and procedure.

10. Duties and Responsibilities.

A. General. Interim City Manager will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. The Interim City Manager shall also perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. Availability and Residence. Interim City Manager will be reasonably available to City Commissioners and key City staff twenty-four (24) hours per day. Such availability will be by telephone or electronic messaging, or in person. Pursuant to the Interim City Manager job description, the Interim City Manager shall establish and maintain residency in the City boundaries within six months of the commencement of employment.

C. Outside Activities. Interim City Manager shall be allowed to teach, train and/or consult with other municipalities or private and public sector entities so long as it does not interfere or conflict with City business. The Interim City Manager is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

11. Professional Development and Memberships. The City agrees to annually budget and to pay the reasonable membership dues for professional trade associations or organizations at the national and state level. Travel and subsistence expenses of the Interim City Manager for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue her professional development and to pursue official and other functions of the City.

12. Personal Leave. The City and Interim City Manager agree that, due to the variety of hours worked and requirements of the position of Interim City Manager, interference with Interim City Manager's family life is to be expected and it is recognized that Interim City Manager may from time to time absent herself during normal business hours for personal or family time; provided, however, that Interim City Manager remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time.

13. Indemnification. The City will defend, hold harmless and indemnify Interim City Manager against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to Interim City Manager's lawful actions in her capacity as Interim City Manager.

14. Miscellaneous Provisions. This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of April 2021.

TERI JOHNSTON, MAYOR CITY OF KEY WEST

Date:

PATTY K. MCLAUHLIN, INTERIM CITY MANAGER

Date:

ATTEST:

CHERYL SMITH, CITY CLERK