



THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into this ____ **day of March 2023**, 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 **ALBERT P. CHILDRESS**, ("City Manager"), whose present residence address is 780 N.E. 112th Street, Biscayne Park, FL 33161. City and City Manager hereby agree as follows:

Recitals

WHEREAS, the City desires to employ a 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.

WHEREAS, Mr. Childress meets the qualifications of the City Manager position, having obtained a Bachelor of Arts from St Thomas University, a Master of Business Administration (MBA) from the University of Miami and he is a Credentialed Manager with the International City/County Managers Association (ICMA); and

WHEREAS, the Mayor and the City Commission appointed Mr. Childress as City Manager on February 15, 2023, at a City Commission Meeting; and

WHEREAS, it is the desire of the Mayor and City Commission to enter into an employment agreement to provide certain benefits and to establish conditions of the employment; and

WHEREAS, it is the desire of the Mayor and City Commission to: 1) to retain the services of Mr. Childress as City Manager to provide inducement for him to remain in such employment, 2) to make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and Mr. Childress agree as follows:

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

2. Full Time Employment and Benefits. City and City Manager agree that the position of City Manager will be a full-time position. The parties recognize the hours worked by City Manager will necessarily require time outside typical office hours. The City Manager will dedicate forty (40) hours per week plus additional hours as are necessary to perform the duties of City Manager. City Manager shall retain the same level of benefits enjoyed as all employees unless otherwise provided herein including, but not limited to: retirement, sick and annual leave, and holidays. The City agrees to provide dental, vision and medical insurance for the City Manager and to pay the premiums thereon equal to the benefits that are provided to all other City employees.

If the City Manager works on a holiday, the City Manager can bank that day as compensatory/flex time for future use.

3. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning at 8:00 a.m. on April 3, 2023, as approved by the City Commission on _____, 2023 by Resolution #_____, and continuing for a period of 4 years.

B. Termination of Agreement.

1. By City for Cause. City Manager is employed at will and serves at the pleasure of the Mayor and City Commission. City can terminate this Agreement upon a finding by a majority vote of the City Commission for "Cause." Cause shall be defined as a substantial violation of the City's policies and procedures, or a violation of ordinance or law, including a finding of "misconduct" as defined by Florida Statute 443.036(29). Should

City terminate this Agreement for cause as defined herein, City Manager shall not be entitled to any further compensation beyond the effective date of such termination.

2. By City Without Cause. City Manager acknowledges, in the position of City Manager, he 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, City Manager will be entitled to receive from City, and within fifteen (15) days following termination will be paid by City, a sum equal to the total of the prospective benefits inclusive of retirement contributions and unpaid salary and holidays, PTO earned and salary that would have been earned by City Manager as if still employed under this Agreement for twenty (20) weeks in accordance with Florida Statute 215.425 following the effective date of the separation. The City Manager shall have the option to defer a payment amount to a future date.

3. By City Manager for Breach. This Agreement may be terminated by City Manager upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following receipt of the notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of the written notice from City Manager by City.

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

C. Resignation by City Manager. In the event that City Manager resigns from the position prior to the normal expiration date, he will not be entitled to any payment for any sums provided for in paragraph B2 other than accruals that he is entitled to according to the City's Policies and Procedures.

4. Conflict of Interest Prohibition. The 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 City Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

5. Base Salary. The City will pay to City Manager, as and for a base salary, the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) per annum; the base salary shall automatically increase at the same time and same percentage rate as afforded to City Department Heads each fiscal year. The Base Salary can be renegotiated at the conclusion of six (6) months of successful employment. Payments shall be made in accordance with the City's standard payroll procedure. A cell phone allowance of \$150.00 per month will be paid on the second pay period of each month.

6. Relocation. The City agrees to pay City Manager Fifteen Thousand Dollars (\$15,000.00) payable within 15 days of his start date to compensate City Manager for expenses associated with relocation from Miami-Dade County to Key West, FL. The Fifteen Thousand Dollars (\$15,000.00) relocation allowance paid pursuant to this paragraph shall be repaid to City, by City Manager within thirty (30) days if this Agreement is terminated by either party within six months (6) of the effective date.

7. Transportation. The City shall provide the City Manager with an automobile for his use during the term of this Agreement. The City shall pay the costs of insurance, maintenance and repairs and provide a gasoline allotment for the automobile. In the event the City Manager elects to use his own vehicle the City agrees to pay to the City Manager the sum of Five Hundred Dollars (\$500.00) per month as, and for a transportation allowance.

8. Travel Reimbursement. City agrees to pay to or reimburse City Manager for the costs of meals, other expenses and lodging incurred by City Manager that may be necessary, required, or appropriate in fulfilling 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. Dues and Subscriptions. The City agree to the City Manager's professional dues for membership in the Florida City and County Managers Association (FCCMA) and the International City/County Manager's Association (ICMA). The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City annual budget (on a line-item basis) or as authorized separately by the Mayor and City Commission.

10. City Retirement System. City agrees that City Manager will be a member of the General Employees Retirement Plan of the City of Key West.

11. Duties and Responsibilities.

- a. **General.** 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 City Manager shall also perform such other legally permissible and proper duties and functions as the City Commission assigns from time-to-time.
- b. **Availability and Residence.** 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. City Manager will not have set work hours or a set work schedule but will generally be present at city hall during normal business hours. Pursuant to the City Manager job description, the City Manager shall establish and maintain residency in the City boundaries within six months of the commencement of employment. City Manager further agrees to be exclusively employed by the City during the term of this agreement,
- c. **Outside Activities.** The City acknowledges that City Manager currently participates in community and civic charitable organizations. The City agrees that City Manager may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at City Manager's personal expense and shall not in any way reflect unfavorably on the City. If the City Manager will be away from work for one or more full days because of his participation in any community or other civic organization, The City Manager is required to provide advance notice to the Mayor of the City.
- d. **Performance Review.** City Manager understands that there shall be an annual performance review of the execution of his job responsibilities. During said reviews, City Manager understands that he will be given defined goals and objectives that City determines are necessary for the proper operation of the City Manager's Office and in the attainment of the City's policy objectives. City shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable

within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, City and City Manager shall mutually agree to abide by all applicable laws. City Manager, City Commissioners and the Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies.

12. Code of Ethics. The “Code of Ethics” promulgated by the International City/County Managers’ Association (ICMA) of Professional Conduct is incorporated herein and by this reference made a part hereof. Mr. Childress in performance of his duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

13. Personal Leave. The City and City Manager agree that, due to the variety of hours worked and requirements of the position of City Manager, interference with City Manager’s family life is to be expected and it is recognized that City Manager may from time to time absent himself during normal business hours for personal or family time; provided, however, that 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. The City Manager will be granted 80 hours of vacation time at the beginning of each fiscal year. The use of vacation will be approved in writing by the Mayor. In the absence of the Mayor, the Vice Mayor, with notice to the rest of the City Commission.

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

15. Expense Account. The City Manager shall be entitled to a monthly expense stipend in the amount of Five Hundred Dollars (\$500) for expenses incurred by the City Manager in the performance of his duties. The City Commission reserves the right to change the stipend from an automatic payment to a reimbursement payment.

16. 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 neutral 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 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 March 2023.

**TERI JOHNSTON,
MAYOR CITY OF KEY WEST**

Date:

**ALBERT CHILDRESS,
CITY MANAGER**

Date:

ATTEST:

CHERYL SMITH, CITY CLERK