

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of August, 2024, by and between the City of Margate, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and Michael Palma, hereinafter called "Employee," both of whom understand as follows:

### WITNESSETH

WHEREAS, Employer desires to employ the services of Michael Palma as Chief of Police of the City of Margate; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, it is the desire of Employer:

1. To secure and retain the services of Employee and to provide inducement for him to remain in such employment; and
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to his future occupational, reputational and economic security; and
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and
4. To provide a means for terminating Employee's services.

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

### SECTION 1. DUTIES

A. Employer hereby agrees to employ Michael Palma as Chief of Police of the City of Margate to perform the functions and duties of the position specified in the job description, and to perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign, effective upon the commencement of his employment as Chief of Police on June 19, 2024. A copy of the job description is attached hereto as Exhibit "A," and incorporated herein by reference.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2 of this Agreement.

C. This Agreement and all timelines contained herein, shall commence upon the effective date of any Resolution approved by the Commission authorizing Employer to execute this Agreement.

## SECTION 2. TERM, RESIGNATION, TERMINATION AND SEVERANCE PAY:

A. This Agreement shall be from year to year commencing upon the initial date of execution unless otherwise terminated as provided pursuant to the provisions of this Agreement.

B. In the event Employee is removed or discharged by the Commission, City shall afford the Employee all normal retirement benefits due to the Employee at the time of separation. If the Employee is removed or discharged by the City Commission, City agrees to pay Employee severance pay in an amount equal to twenty (20) weeks gross salary as determined by the Employee's then current base hourly rate of pay. The disbursement of said cash out shall be, at the sole discretion and determination of the Employee, made via either a lump sum settlement that shall be payable in a single installment due and payable to Employee within one (1) normal pay period of termination, or a deferred installment schedule of up to six (6) months, as selected by Employee. The dollar value of the severance payment shall be subject to applicable Federal withholding tax and Social Security tax deductions. As consideration for such payment, Employee shall, prior to receipt thereof, execute and deliver to Employer a general release of Employer and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time of execution of this agreement until the date of release. Said release to be prepared by an attorney of the Commission's choosing.

C. In the event Employee is terminated because of his entry of a plea of guilty or conviction of any crime involving moral turpitude related to his duties as Chief of Police, or in the event Employee is fired for "misconduct" as this term is defined in Sec. 443.036(29), Florida Statutes, Employer shall not pay the aggregate severance sum designated in this section except for payment of 100% of all accumulated types of leave as outlined in Section 5. If reinstated, Employee shall receive full pay for the period intervening between his removal and his reinstatement.

D. In the event Employee voluntarily resigns or retires, the Employee shall provide the City with sixty (60) days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation or retirement, the Employee shall not be entitled to receive the severance package specified in Section 2.B.

E. If the Employee is unable to perform his duties as specified in Section 1 of this Agreement for a period of thirty (30) consecutive days or sixty (60) non-consecutive days during any one-year period for any reason other than approved Family Medical Leave Act ("FMLA") absence, the City Commission may terminate this Agreement. If the Employee takes FMLA-approved leave and exhausts his statutorily protected, FMLA-approved leave in any one-year period, the City Commission may terminate this Agreement. In the event of the Employee's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Employee shall not be entitled to severance pay pursuant to Section 2.B of this Agreement.

## SECTION 3. SALARY:

A. Employer agrees to pay Employee for his services rendered as Chief of Police commencing on June 19, 2024, and pursuant hereto an annual starting base salary of Two Hundred Five Thousand Dollars (\$205,000.00). Employee shall be paid in installments at the same time other employees of the Employer are paid.

B. Employer agrees to pay Employee an annual longevity benefit consistent with the benefits the Employee currently receives in an amount of Three Thousand and 00/100 Dollars (\$3,000.00) based upon his years of service.

C. Employer agrees to adjust the annual base salary each year by the cost-of-living adjustment/across the board pay increase, if any, that is granted to Department Heads of the City of Margate. The employer further agrees to consider an increase to any other benefits provided to Employee in such amounts and to such extent as the Commission may determine.

#### SECTION 4. PERFORMANCE EVALUATION:

A. The Commission may conduct performance evaluation of Employee on a schedule, procedure, and process determined in its sole discretion, subject to applicable provisions of the Employer's personnel rules and regulations.

#### SECTION 5. PAID LEAVE AND BENEFITS:

A. Sick Leave. The Employee shall be credited ninety-six (96) hours of sick leave on October 1<sup>st</sup> of each year of this agreement. Upon resignation or separation, Employer shall pay out 100% of sick leave time at the Employee's current base hourly rate of pay.

B. Annual Leave. The Employee shall be credited two hundred (200) hours of annual leave on October 1<sup>st</sup> of each year of this Agreement. Annual leave accrual may not exceed six hundred and sixty (660) hours. All accumulated Annual Leave hours that exceed the cap on September 30 of each year shall be paid to Employee in a single lump sum payment based on Employee's then current base hourly rate of pay. Upon resignation or separation, Employer shall pay out 100% of annual leave time, up to six hundred and sixty (660) hours (unless otherwise stipulated by State Law) at the current rate.

C. Personal Leave. The Employee may voluntarily convert unused sick leave hours to personal leave hours consistent with the provisions provided to other Department Heads. Upon resignation or separation, Employer shall pay out 100% of unused accumulated personal leave time at the current rate.

D. Administrative Leave. The Employee shall be credited forty (40) hours of administrative leave on October 1<sup>st</sup> of each year of this Agreement. Administrative Leave shall be on a "use or lose basis" basis. All unused Administrative Leave will be forfeited on September 30<sup>th</sup> of each year of this Agreement.

The Employee may observe the same paid legal holidays as Department Heads.

#### SECTION 6. DISABILITY, HEALTH, AND LIFE INSURANCE:

The Employer hereby agrees to provide Employee with all insurance related benefits offered to any department head of the City of Margate including health and disability benefits. In addition, Employer shall pay the premium due for term life insurance in the amount of two hundred fifty thousand dollars (\$250,000). The Employee shall name the beneficiaries of the life insurance policy.

## SECTION 7. VEHICLE AND EQUIPMENT:

A. The Employer agrees to provide Employee with the exclusive and unrestricted use of a City maintained unmarked police administration vehicle. The Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Employer. If the Employee is placed on administrative leave, is suspended, or separates employment, the Employee shall immediately return the vehicle and keys to the City's fleet manager.

B. The Employee shall receive a clothing allowance of two thousand dollars (\$2,000) for each fiscal year for replacement of police duty gear, uniforms, business attire, and the maintenance, alterations, dry-cleaning and laundry of such items. Half of the clothing allowance shall be paid to the Employee in the first pay period following June 1<sup>st</sup>, and the second half of the clothing allowance shall be paid to the Employee in the first pay period following December 1<sup>st</sup>.

## SECTION 8. CELL PHONE AND COMPUTER EXPENSES:

A. Employee shall be provided an eighty dollar (\$80) monthly cell phone allowance as provided for other Department Heads. Upon phone upgrade, Employee shall also be provided with a two hundred dollar (\$200) phone upgrade allowance once per year.

B. Employer shall provide, at Employee's request, two mobile computing devices (iPad, tablet computing device, laptop, etc.) with computer data service provided for up to two mobile devices at the City's expense. Any City provided mobile computing devices shall remain property of the City, and Employee shall immediately return such devices to the City upon separation of employment.

## SECTION 9. DUES AND SUBSCRIPTIONS:

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

## SECTION 10. PROFESSIONAL DEVELOPMENT:

A. Employee agrees to enroll in such training courses and classes to continue to qualify for the position in accordance with the job's minimum requirements, as soon as practicable upon commencing employment.

B. The City shall pay reasonable non-personal job-related expenses incurred by the Employee as part of his duties.

C. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee to attend or participate in short courses, institutes, and any training and educational conferences, seminars, symposiums, workshops, and similar opportunities that are necessary to meet the minimum qualifications and/or desirable for his professional development and for the good of the Employer.

D. Employer will also afford the Employee all professional development options that

apply to a Certified Law Enforcement Officer.

#### SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer, in consultation 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 Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Margate City Charter, or any other State or Federal law.

B. The City shall defend and indemnify Employee against all claims and actions, administrative, civil or criminal arising out of Employee's performance of Employee's duties and responsibilities during the term of Employee's employment with the City and after separation until exhaustion of the statute of limitations or exhaustion of limitation of action or time-barring per FS 95.11 or other applicable statute or court rule. Civil or criminal claims are defended and indemnified provided the claims or actions arise out of and in the course of the performance of your duties and responsibilities; and pay any judgement that may be entered against you in a civil action arising out of and in the course of the performance of your duties and responsibilities pursuant to this appointment, except a judgement based on intentional wrongdoing by you. The City reserves the right to select, appoint, retain, or discharge legal counsel necessary to provide the foregoing defense.

C. Employee retains all rights related to FS 166.0494.

#### SECTION 12. DEATH OF EMPLOYEE:

Upon Employee's death, Employer's obligations hereunder shall be the same as for any other Department Head of the City of Margate and/or Certified Law Enforcement Officer, whichever is greater.

#### SECTION 13. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the parties.

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

C. This Agreement may not be amended except by written agreement by and between the parties.

D. 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 severable, shall not be affected and shall remain in full force and effect.

E. This Agreement has been negotiated and drafted by both parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.

F. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

G. No collective bargaining agreement to which the City is a party will in whole or in part

govern, apply to, or be deemed part of or incorporated into this appointment.

H. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Broward County, Florida, or if in Federal Court, the Southern District of Florida.

I. Both the Employer and Employee knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceeding that may be initiated by either party with respect to any term or condition of this agreement.

IN WITNESS WHEREOF, the City of Margate has caused this Agreement to be signed by, executed in its behalf by, its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**EMPLOYEE:**

\_\_\_\_\_  
Michael Palma  
\_\_\_\_\_, 2024

**CITY:**

\_\_\_\_\_  
Tommy Ruzzano, Mayor  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Cale Curtis, City Manager  
\_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
Jennifer Johnson, City Clerk  
\_\_\_\_\_, 2024

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David N. Tolces, City Attorney  
\_\_\_\_\_, 2024