



EMPLOYMENT AGREEMENT

CITY MANAGER | JESUS A. MEREJO
City of Port St. Lucie, Florida

THIS EMPLOYMENT AGREEMENT (the "Agreement") effective the 18th day of February, 2023, by and between the CITY OF PORT ST. LUCIE (the "City") acting through the CITY COUNCIL (the "Council"), by the authority set forth in Section 4.02(a) of the City Charter, and JESUS A. MEREJO (the "City Manager"), governs the terms and conditions of Mr. Merejo's employment as follows:

I. DUTIES & RESPONSIBILITIES.

(A) Mr. Merejo shall hold the position of City Manager, as set forth in Section 4.01 of the City Charter, to perform all the duties and functions specified in the City Charter and the City's Ordinances, and to perform all other legally permissible and proper duties and functions as the City Council assigns.

(B) Mr. Merejo shall discharge the duties of City Manager in accordance with the terms, conditions, and provisions contained in this Agreement, and agrees to devote his best efforts and the time and energy necessary to perform fully the duties of City Manager. The duties and responsibilities of City Manager shall take priority over any other business or activities of Mr. Merejo. Mr. Merejo shall have the authority, as set forth in Section 4.03 of the City Charter, to designate a qualified administrative officer to perform the duties of City Manager in the event of his absences because of vacation, travel, or otherwise.

(C) Mr. Merejo agrees to adhere, to the best of his ability, the Code of Ethics and Professional Conduct promulgated by the International City Managers' Association (ICMA), 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.

II. SALARY & BENEFITS.

(A) Mr. Merejo's annual salary shall be two hundred seventy-five thousand (\$275,000.00) dollars, payable in biweekly installments at the same time as when other City employees are paid. For each fiscal year, the City Manager shall receive the same cost-of-living salary increase which is granted to all other general employees of the City, at the same time.

(B) Mr. Merejo's performance may be evaluated by the City Council at the Winter Workshop of the City Council (which usually convenes in the second quarter of the fiscal year), or at another Council Workshop as determined by the City Council. As part of that review, the

City Council shall have the authority to provide Mr. Merejo a merit salary increase, as a benefit which is available to all other City employees as set-forth in Section 12.12(A) of the Personnel Rules and Regulations.

(C) Mr. Merejo shall be entitled to the accrual, use, pay-out and/or forfeiture of sick leave, annual leave, personal leave, compensatory time, holidays, and other leaves of absence, the same as other exempt, managerial/professional employees, as set forth in the City's Personnel Rules & Regulations, based upon his original start date with the City of October 23, 1989, except as provided for herein.

(D) Mr. Merejo shall accrue annual leave hours and sick leave hours at the maximum rate provided for in the Personnel Handbook.

(E) Mr. Merejo's sick leave accruals shall be reduced to 2000 hours within 30 days of appointment by disbursing all hours in excess thereof at his current rate-of-pay and, thereafter, sick leave accruals in excess of 2000 hours shall be disbursed annually prior to October 1, at his then-existing rate of pay.

(F) In the event Mr. Merejo involuntarily separates from employment pursuant to Section IV(c), of this Agreement, he shall be entitled to the payout of accrued leave balances under the same terms as set-forth for all other general employees. If Mr. Merejo separates from employment in good standing, he shall be entitled to have the full cash value of all the hours of annual leave and sick leave, accrued at that time, transferred into an approved 401(a) account.

(G) Mr. Merejo shall be entitled to medical insurance, dental insurance, vision insurance, disability insurance, life insurance, retirement, and other employee benefits, in the same manner, cost, and benefit-levels as other general employees of the CITY.

(H) Mr. Merejo's eligibility to participate in the City's Health Insurance Subsidy Plan for Retirees is vested and shall be available to him upon separation from the City.

(I) Mr. Merejo shall be entitled to an automobile allowance in the amount of \$600.00 per month, which shall be disbursed as taxable income on the City Manager's regular paycheck. For any City business conducted outside of St. Lucie County, the City Manager shall be reimbursed for automobile expenses as provided for in the City's Rules and Regulations.

III. PROFESSIONAL DEVELOPMENT.

(A) The City agrees to pay the City Manager's professional dues for membership in the Florida City & County Managers Association (FCCMA) and the International City Managers' Association (ICMA). The City shall pay other dues and subscriptions on behalf of the City

Manager as are approved in the City's annual budget or as authorized separately by the City Council.

(B) The City agrees to pay for the City Manager's travel and attendance at two (2) annual conferences: (1) the Florida Association of City & County Managers' Association (FCCMA) annual conference held in Florida, and (2) the International City Managers' Association (ICMA) annual conference, held at different locations nationally. The City shall pay for Mr. Merejo's attendance at other seminars, conferences and committee meetings as are approved in the City's annual budget or as authorized separately by the City Council.

(C) The City Manager is encouraged to participate in community and civic charitable organizations, and the City agrees that Mr. Merejo may participate in such endeavors during the term of this Agreement, provided that such participation shall not in any way reflect unfavorably on the City.

IV. DURATION, PROBATIONARY PERIOD & SEPARATION.

(A) Mr. Merejo shall, at all times, be classified as an at-will, management, contractual employee of the City and shall serve at the pleasure of the City Council. Mr. Merejo acknowledges that he is not entitled to any post-removal hearing in the event of involuntary separation from employment.

(B) Nothing contained in this Agreement shall prevent Mr. Merejo from providing notice that he is resigning from his position at any time; however, Mr. Merejo agrees that such notice will be at least ninety (90) calendar days prior to the date of separation. The sixty (60) day notice may be waived at the sole discretion of the City Council.

(C) Mr. Merejo may be separated with cause in the event he is convicted of any felony, is convicted of any misdemeanor which involves an offense of moral turpitude, or for any act of misconduct as referenced in Section 215.425(4)(a)(2), Florida Statutes. Mr. Merejo shall notify, or cause to be notified, the City Attorney within 4 hours, or as soon thereafter as possible, if he is arrested so that the City Council can be notified as quickly as possible. It will be a determination of the City Council as to whether Mr. Merejo will be placed on administrative leave without pay during the pendency of any offense which falls into the above categories prior to trial. No severance pay shall be paid to Mr. Merejo in the event he is separated with cause.

(D) Mr. Merejo may be separated at any time without cause by the City Council, as set forth in Section 4.02(B) of the City Charter. Separation without cause shall include situations where the City Manager is asked to resign or forced to resign, while he remains willing and able

to perform his duties under this Agreement. In the event of such separation, Mr. Merejo shall be paid an amount equal to twenty (20) weeks of salary, including all regularly earned benefits. Such severance pay shall only be payable upon execution of a full and complete release of liability of any and all claims related to Mr. Merejo's employment with the City, including the circumstances surrounding his separation.

V. POST EMPLOYMENT ACTIVITIES.

Mr. Merejo shall not represent another person or entity, personally or in association with a new employer, in any matter before the City for a period of two (2) years following Mr. Merejo's separation of employment, whether voluntary or involuntary.

VI. INDEMNIFICATION & BONDING.

(A) Pursuant to the provisions of Section 111.07, Florida Statutes, and as otherwise allowed by law, the City shall defend, hold harmless, and indemnify Mr. Merejo against any tort, professional liability claims or demand, or other legal action out of an alleged act or omission occurring in connection with his performance as City Manager, provided he is acting within the course and scope of his employment.

(B) In the event Mr. Merejo requires bonding for any reason as part of his duties as City Manager, the City agrees to bear the full cost of any such fidelity or other bond.

VII. CONSTRUCTION.

(A) Any conflict between this Agreement and the CITY's Personnel Rules & Regulations, the Benefits Summary Guide, or any other document controlling employment of managerial/professional employees, shall be resolved in favor of this Agreement. Otherwise, the Rules, Regulations, and other lawful directives of the City, shall govern Mr. Merejo's employment.

(B) This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

VIII. MODIFICATIONS.

No change, modification, or amendment of this Agreement shall be valid unless in writing and signed by both parties.

IX. SURVIVAL & SEVERABILITY.

The terms of this Agreement regarding post-employment activities and release of liability shall survive the termination of this Agreement. If any clause or provision of this Agreement shall be determined to be illegal, invalid, or to be void as against public policy, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument, this 23rd day of January, 2023.



JESUS A. MEREJO
City Manager



SHANNON M. MARTIN
Mayor
City of Port St. Lucie

Approved as to Form:



JAMES D. STOKES
City Attorney