

CONTRACT FOR SERVICES

THIS CONTRACT is entered into, effective on October 01, 2021, by and between the TOWN COUNCIL of the TOWN OF GREENVILLE (the “BOARD”) and MR. LEE NORRIS JONES, JR., C.P.A. (the “CEO/CFO”).

WITNESSETH

WHEREAS, the BOARD is a body corporate organized and existing under the laws of the State of Florida; and,

WHEREAS, the BOARD is the governing body of the Town of Greenville, a Florida municipal corporation (the “unit of local government”); and,

WHEREAS, the unit of local government is a Florida municipal corporation, which is authorized, pursuant to the home rule powers, § 166.021, FLA. STAT. (2021), and other provisions of law; and,

WHEREAS, the CEO/CFO is an individual whose principal place of business is the State of Florida; and,

WHEREAS, the BOARD has a need for the services of an individual to serve as the Town Manager, a/k/a “Town CEO/CFO”, to the Town on behalf of the BOARD; and,

WHEREAS, the BOARD has voted to enter into a contract with the CEO/CFO to provide such services to the TOWN and the BOARD; and,

WHEREAS, the BOARD and the CEO/CFO (collectively the “parties”) deem it appropriate to set forth the various terms, provisions, and conditions of their contractual relationship.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. REAPPOINTMENT AND RETENTION. The BOARD does hereby retain and reappoint the CEO/CFO to serve in the capacity of “Town Manager, a/k/a Town CEO/CFO” for the TOWN and the BOARD. The CEO/CFO does hereby accept such retention and reappointment and does hereby agree to serve as the Town CEO/CFO.

3. SERVICES TO BE RENDERED. The CEO/CFO shall render to the BOARD, its staff, and the other boards, councils, bodies, officers, and employees of the unit of local

government, services as may be customarily performed by a Town Manager or Town CEO/CFO, including, but not limited to, the following:

A. The CEO/CFO shall serve as needed and have the following general authority and responsibilities as outlined in the Town Charter and policies of the Town Council;

B. The CEO/CFO is designated as a Charter Officer under the current Town of Greenville Charter and serves at the pleasure of the BOARD;

C. The CEO/CFO is responsible for directing and supervising the administration of all current departments of the Town except the Town Clerk and the Town Attorney;

D. The CEO/CFO shall attend all BOARD meetings unless excused by the BOARD and shall have the right to take part as an ex officio member, meaning he may partake in discussions but may not vote;

E. The CEO/CFO shall see that all laws, Charter provisions, ordinances, resolutions, and other acts of the BOARD subject to enforcement by the Town CEO/CFO are faithfully executed;

F. The CEO/CFO shall prepare and submit the annual Town budget, budget message, and capital program to the BOARD;

G. The CEO/CFO shall ensure that all Town policies, including, but not limited to, personnel, affirmative action, and procurement of goods and services, are faithfully, competently, professionally, and promptly executed to the best of the CEO/CFO's ability;

H. The CEO/CFO shall keep the BOARD fully advised as to the financial condition and future needs of the Town;

I. The CEO/CFO shall make such recommendations to the BOARD concerning the affairs of the Town as he feels necessary or as directed by the BOARD;

J. The CEO/CFO shall represent the Town of Greenville and/or the BOARD in efforts to improve the overall economic climate in the Town of Greenville and immediate area, which shall include, but not be limited to, working closely with the Madison County Economic Development Council, Madison County Chamber of Commerce, Madison County government, the governments of the Towns of Madison and Lee, regional, state, and federal agencies, and businesses to promote and attract new and expanding business development to the community.

4. COMPENSATION. In consideration of the services provided by the CEO/CFO, the BOARD shall compensate the CEO/CFO in the following manner:

A. For fiscal year 2021-2022, the BOARD shall pay to the CEO/CFO the sum of One Thousand Nine Hundred Twenty-Three and 08/100 Dollars (\$1,923.08) per week, or One-Hundred Thousand and No/100 Dollars (\$100,000.00) annually. The fee shall be compensation to the CEO/CFO for providing the services described above. This salary shall be reviewed annually for consideration of pay raises, subject to budgetary allowances.

B. The parties shall contribute to the retirement of the CEO/CFO through the Florida Retirement System (FRS) as required by law.

C. The BOARD shall provide insurance, including but not limited to health, dental, and/or vision insurance, as made available to other full-time employees.

D. The BOARD shall reimburse the CEO/CFO for costs and expenses incurred in providing services as set out herein.

E. The CEO/CFO shall be entitled to all personnel benefits as permitted or required by law.

5. TIME OF PAYMENT. All compensation due to the CEO/CFO shall be paid consistent with the timeframe for when all employees are compensated.

A. The weekly fee shall be paid by the BOARD to the CEO/CFO each week without the need for any invoice or statement from the CEO/CFO.

B. Reimbursement for costs and expenses, not to exceed Two Hundred and Fifty and No/100 (\$250.00) per month absent approval by the Board, shall be paid within thirty (30) days after receipt by the Town of a statement for such costs and expenses from the CEO/CFO. Each statement shall contain an itemization of costs and expenses. Statements are due and payable upon receipt.

C. If payment of the monthly fee or a reimbursement is delayed beyond thirty (30) days after the date it was due, interest at the rate of seven-percent (7%) per annum shall be due on the unpaid amounts until paid.

6. MUNICIPAL EMPLOYEE STATUS. The CEO/CFO is retained by the BOARD as full-time employee performing services for and on behalf of the Town of Greenville and the BOARD. The CEO/CFO shall set his own work hours as necessary to complete the deliverables enumerated in section 3.

7. RELATIONSHIP TO THE BOARD. The CEO/CFO is retained by the BOARD, shall report directly to the BOARD, shall be paid by the BOARD, and shall be responsible only to the BOARD. However, it is the express intent of the parties that the CEO/CFO's services shall be available to the BOARD's staff, and to the other boards, councils, bodies, officers, and employees of the unit of local government, under the terms and conditions set out herein.

8. EFFECTIVE DATE AND TERMS OF CONTRACT. The Effective Date of this Contract shall be October 01, 2021. Unless terminated earlier as provided herein, the term of this Contract shall be from its Effective Date until September 30, 2026.

9. TERMINATION BY THE BOARD FOR JUST CAUSE. This Contract and/or any renewal thereof, may be terminated by the BOARD for just cause at any time. Termination of this Contract for just cause will not affect the BOARD's responsibility to pay the compensation due the CEO/CFO up to the date of termination.

10. TERMINATION BY BOARD WITHOUT JUST CAUSE. This Contract and/or any renewal thereof, may be terminated by the BOARD without just cause upon giving thirty (30) days prior written notice to the other party, consistent with the terms of this contract. When this Contract is terminated by the BOARD without just case, the CEO/CFO shall be entitled to a severance pay equal to his annual salary, beginning on the date of notice of termination, and paid consistent with the Town's pay periods for a period of twelve (12) months.

11. TERMINATION BY CEO/CFO. This Contract and/or any renewal thereof, may be terminated by the CEO/CFO upon giving ninety (90) days prior written notice to the BOARD. Termination of this Contract will not affect the BOARD's responsibility to pay the compensation due the MANAGER up to the date of termination.

12. PUBLIC RECORDS. The CEO/CFO acknowledges that he is operating on behalf of a public body and is therefore subject to those public record requirements prescribed by Art. I, § 24, FLA. CONST. and § 119.01 et. seq., FLA. STAT. (2021). As a result, the CEO/CFO agrees to maintain any and all records made or received in connection with all actions taken on behalf of or in conjunction with the BOARD. The CEO/CFO further agrees to hold harmless, indemnify, protect, and defend the BOARD and/or the Town of Greenville from any liability resulting from his failure to maintain public records as required by law.

13. GOVERNING LAW. This Contract is made in the State of Florida and shall be governed by Florida law. Madison County, Florida, shall be the proper venue for any litigation, arbitration, or mediation relating to this Contract. This Contract may not be assigned or delegated by either party without the prior written consent of the other party. This Contract shall not be construed to create any legally enforceable rights in any persons or entities other than the CEO/CFO and the BOARD.

14. PREVAILING PARTY. The prevailing party in any litigation, arbitration, or mediation relating to this Contract shall be entitled to recover its costs, suit moneys, and reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals.

15. MODIFICATION OF THIS CONTRACT. This Contract may not be modified or amended except by a written document signed by the party against whom enforcement is sought. However, this Contract shall not be construed to limit the authority of the BOARD to authorize, approved, and pay any expenditure it deems appropriate regardless of whether such expenditure is specifically set out in this Contract.

16. MISCELLANEOUS. This Contract is the entire agreement between the parties and supersedes all prior contracts or agreements between the parties.

Each party has had equal input into the drafting of this Contract, and this Contract shall not be construed against either party.

This Contract may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Contract.

Once executed, a photocopy of this Contract shall have the same force and effect as the original.

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract.

Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neutral as the context requires.

APPROVED and EXECUTED by the BOARD, the TOWN COUNCIL OF THE TOWN OF GREENVILLE, upon motion, second, and affirmative vote on this ____ day of _____, 2021.

**TOWN COUNCIL
TOWN OF GREENVILLE**

By: _____
BRITTNI BROWN, MAYOR
For the Town Council

APPROVED and EXECUTED by LEE NORRIS JONES, JR., C.P.A., on this __ day of _____, 2021.

By: _____
LEE NORRIS JONES, JR., C.P.A.