

POLICE CHIEF EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of September 2024, by and between the City of Ocala, Florida, a Florida municipal corporation (“Employer or Council”) and Michael T. Balken (“Employee or Chief”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to contract for the services of Michael T. Balken as Police Chief of the City of Ocala, Florida, as provided for in Section 2.08 of the City Charter of the City of Ocala; and

WHEREAS, it is the desire of Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Chief; and

WHEREAS, it is the desire of the Council to: (1) retain the services of the Chief, (2) provide inducement for him to remain in such employment, (3) make possible full work productivity and independence by assuring Chief’s morale and peace of mind with respect to future security, and (4) to provide a just means for terminating Chief’s services at such time that Employer may desire to terminate his employment.

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

Section 1. Powers and Duties of the Police Chief.

The Chief shall be responsible for the proper administration of the Police Department within and for the City of Ocala. To that end, the Chief shall have the power and perform all duties as required by Charter Section 2.08 and Section 2-371 of the Code of Ordinances, as well as perform other such duties as may be required by the Mayor, not inconsistent with the Charter, law, ordinances or this Agreement.

Section 2. Term.

- A. Michael T. Balken will be employed by the City of Ocala for a term that commences on November 1, 2024 and appointed as Police Chief of the City of Ocala, pursuant to Section 2-371 of the Code of Ordinances.
- B. The Chief shall serve pursuant to this Agreement unless removed from office pursuant to Charter Section 2.08.
- C. The term of this Employment Agreement shall be for the term beginning on November 1, 2024, and concluding on October 31, 2026, pursuant to Section 2-371 of the Code of Ordinances. That term may be successively extended for a period of two additional years at a time pursuant to Charter Section 2.17. Reappointment without the execution of a new agreement shall constitute renewal

of this Agreement, or if the Agreement is amended, the Amended Agreement.

- D. In the event Chief desires to voluntarily resign as Chief before expiration of the term of this Agreement, then Chief shall give Council 90 days advance notice unless the parties agree otherwise. Failure to provide such advance notice shall preclude Chief from receiving those benefits that Chief may have otherwise been entitled to receive pursuant to Section 3. of this Agreement.

Section 3. Termination and Severance Pay.

- A. In the event the Chief is not reappointed by the Council and the Council does not provide at least a 90-day notice, then Employer agrees to pay Chief a lump sum of cash payment equal to 20 weeks compensation as “severance” as that term is defined in Florida Statute, §215.425(4)(d), to include benefits and perquisites such as retirement contribution, deferred compensation payments, and car allowance. In the event the Chief is terminated without cause at any other time, then Employer agrees to pay Chief a lump sum severance equal to 20 weeks compensation. The Chief shall also be paid out for all earned Paid Time Off (PTO), holidays, and other accrued benefits to-date, calculated at the rate of pay in effect upon termination. If Council provides at least 90 days’ notice of intent not to reappoint, Chief may voluntarily separate from City and receive severance equal to remaining term under this employment agreement and shall also be paid out for all earned PTO, holidays, and other accrued benefits to-date, calculated at the rate of pay in effect upon termination.
- B. In the event the Chief is terminated by the Council without cause, all life, health, dental, and disability insurance and all other Employer provided benefits shall continue in force and coverage, at Employer expense, for a 20-week severance period or until similar coverage is provided to Chief by a subsequent employer (and in full force and effect) whichever comes first. Said continuation, of group health insurance coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.
- C. In the event the Council at any time reduces the salary, compensation, or other benefits of the Chief in a greater amount than an applicable across-the-board reduction for all employees of Employer, or in the event the Council refuses to comply with any other provision benefiting the Chief herein, then in that event Employee may at his option, be deemed to be terminated without cause, as provided herein.
- D. In the event the Chief is terminated for “cause” then Employer’s only obligation to employee is to pay all compensation and benefits accrued but unpaid at the date of termination. “Cause” is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful dereliction of duty; (2) any felony

or misdemeanor conviction of any crime involving moral turpitude; (3) material dishonesty; public insobriety or drug or alcohol addiction; (4) misconduct as defined in Florida Statute, §443.036(29) in which case, by statute, such payment would be prohibited; or (5) any other act of a similar nature of the same or greater seriousness.

- E. Should the Chief be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of twelve successive weeks beyond any accrued leave, the Council shall have the right to terminate this agreement subject to payment of the severance benefits set forth in Sections 3(A) and 3(B) above.
- F. For the purpose of complying with Section 3. of this Agreement, appropriations held as encumbered fund balances in any fund or account shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Employment Agreement.
- G. The terms of this Agreement shall remain in full force and effect until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered by the Chief and Council.
- H. Contemporaneously with the delivery of the severance pay hereinabove set out, employee agrees to execute and deliver to Employer a release releasing Employer of all claims that employee may have against Employer.

Section 4. Salary.

Employer agrees to pay Employee for services rendered pursuant hereto as Chief an annual base salary of \$216,762 payable biweekly effective November 1, 2024. The Chief shall receive all cost-of-living increases, if any, which Employer may grant to its other employees, at the same time and in the same manner said increases are granted to those employees.

Section 5. Deferred Compensation

Employer agrees to pay Chief annual deferred compensation in biweekly installment amounts equal to 5% of base salary. Said deferred compensation shall be paid to 457-b plan with Mission Square Retirement. the ICMA Retirement. Employer agrees the employee's interest is 100% vested when biweekly deposits are made to the plan.

Section 6. Retirement Benefits.

The Employee shall participate in the 401-a retirement program maintained by Employer with Mission Square Retirement for the benefit of its' employees. Employer shall contribute 15% of the Employee's salary, as detailed in Section 5, to said plan, in bi-weekly installments. Employee's interest is 100% vested upon biweekly deposits to the plan.

Section 7. Insurance Coverage.

- A. The Chief shall be entitled to participate in the same health, eye care, and dental plans as all other employees and on the same payment basis as all other employees.
- B. Employer will pay for term life insurance equal to the employee's base salary rounded to even thousands plus \$100,000 in additional life insurance.

Section 8. Automobile, Travel Reimbursement and Cell Phone

Employer shall provide a city vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. As the Chief of Police is considered to be on duty at all times, and to facilitate the immediate response to emergent situations within the City, the Chief shall utilize his/her assigned vehicle whenever possible for any and all travel, whether business or personal in nature, and shall do so without restriction or limitations. Employer shall also provide a mobile phone for business use and personal use, provided such personal use does not interfere with business use or result in an expense exceeding the plan limitations for the plan provided to Employee.

Section 9. Other Benefits.

- A. The Chief shall earn PTO at the rate of 8.615 hours per bi-weekly pay period.
- B. All other provisions of the Charter, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Chief as they would to all other city employees.

Section 10. Professional Development.

Employer agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expense of the Chief for professional participation and travel, meetings, and occasions adequate to continue his professional development. Said participation shall include, but not be limited to attendance at the annual conferences which said participation is beneficial to Employer, as well as associated short courses, institutes, and seminars.

Section 11. Performance Evaluation.

The Mayor and Council shall review and evaluate the performance of the Chief normally no later than October 1 of each year. Employer agrees to increase base salary and other benefits of the Chief at the time of said review, in such amounts and to such extent as the Council may determine that it is desirable to do so, in light of the performance by Chief. It is further understood that merit increases based on annual performance evaluations and salary reviews are exclusive of any general cost-of-living increases provided to other employees.

Section 12. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective on November 1, 2024 and upon adoption and approval by the Council of the City of Ocala
- C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Ocala has caused this Agreement to be signed and executed in its behalf by its Council President and duly attested by its City Clerk, and the Chief has signed and executed this Agreement the day and year first written above.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
Barry Mansfield
President, Ocala City Council

Approval as to form and legality:

Michael T. Balken
Police Chief

William Sexton
City Attorney