

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8 day of July, 2020, by and between the City of Punta Gorda, a municipal corporation of the State of Florida, hereinafter called "Employer" or "City", and Gregory B. Murray, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Gregory B. Murray as City Manager of the City of Punta Gorda, Florida, as provided by the Charter of the City of Punta Gorda; and

WHEREAS, the Employee desires to accept employment as City Manager of the City of Punta Gorda, Charlotte County, Florida.

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

SECTION 1. EMPLOYMENT AND DUTIES

- A.** The City hereby agrees to employ Employee as City Manager and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote his full time as City Manager and carry out to the best of his ability all duties imposed on him by the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Punta Gorda, and such other duties as the City Council may from time to time require of him. Employee will be in active charge of the day-to-day management and operation of the City, including the hiring, supervision, evaluation and discipline of all City employees subject to the applicable laws of the United States, the State of Florida, Charter, Ordinances, Policies and Procedures of the City now in existence or as subsequently adopted, altered or amended by the City.
- B.** Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities and trade and professional organizations or to undertake other activities which do not interfere with the performance of his duties hereunder, it being mutually agreed that his participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City. Employee shall not otherwise be employed on a full or part-time basis without the written permission of the City Council.

- C. Employee shall be "on-call" 24 hours a day and agrees to make himself available as needed. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the "24-hour" nature of his responsibilities, interference with his private life is to be expected. That being the case, the parties recognize that Employee may choose to take occasional personal time off within the general area of the City of Punta Gorda during the City's normal business hours, when his duties allow and his absence will not interfere with the efficient operation of City business; provided, however, that he is at all times immediately available by telephone or beeper, except during periods of illness, vacation and absences approved by the Mayor or the Mayor's designee. This time off is not considered vacation or compensatory time. Employee agrees that at all times, including personal time as set forth herein, he will conduct himself in a professional manner and not bring discredit to the City or to the operation of its business. The Council will consider Employee's use of personal time off during its annual performance evaluation of him.

SECTION 2. TERM

- A. Employment will begin August 24, 2020.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time as Employee is employed at the will and pleasure of Employer.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer.
- D. The Employer, after consultation with the 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 provisions of the Agreement, the City Charter or any other law.
- E. In the event of termination of Employee by Employer or resignation by Employee, Section 4 shall apply.

SECTION 3. SUSPENSION AND EVALUATION

Employee shall be supervised, subject to disciplinary action and evaluated by Employer, or its designee.

SECTION 4. TERMINATION, NOTICE AND SEVERANCE

A. Resignation: Should Employee resign his employment:

1. Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to him.
2. This Agreement (except for paragraphs 12(B), 12(C) and 12(D) which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the Employer shall have any further obligation one to the other under this Agreement or otherwise.

B. Termination by the City:

1. This Agreement may be terminated at any time at the will and pleasure of the City Council.
2. Except as provided in paragraph 4(B)(3) below, and subject to subparagraphs 4(B)(2)(c) and (d) below, if Employee is involuntarily terminated during the term of this Agreement he shall be paid severance pay under the conditions set forth in subparagraphs 4(B)(2)(a) - (g) below. A vote by a majority of the City Council to offer Employee the opportunity to voluntarily resign in lieu of involuntary termination, shall be considered an involuntary termination under and subject to the conditions set forth in this subparagraph 4(B)(2) (a) - (g) below:

(a) If Employee is terminated between August 23, 2020 and September 30, 2022, he shall receive severance of twenty (20) weeks of his base salary, and, if he is terminated thereafter, he shall receive ten (10) weeks of his base salary as severance pay; provided, however, there shall be no severance due in cases of termination consistent with Section 4(B)(3). Amounts paid under this subparagraph shall be subject to withholding, statutory deductions and other deductions authorized by Employee.

(b) City shall continue to pay for the premium necessary to provide Employee group medical insurance during the period he receives severance under paragraph 4(B), just as if he had remained actively employed during the period he receives severance, but subject to the conditions set forth in subparagraph 4(B)(2)(d) below.

(c) Employee complies with paragraphs 12(B) through 12(D) of this Agreement (Confidentiality and Cooperation).

(d) The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 4(B)(2)(b) above once Employee has obtained employment with another employer who offers group medical insurance for which

Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed) or after the period during which Employee receives severance pay from the City, whichever first occurs.

(e) Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except as set forth in Paragraph 12(B) through 12(D), for accrued benefits, if any, to which Employee is entitled, if any, except as provided under the City Personnel Rules and Regulations applicable to him as an involuntarily terminated Employee, or as otherwise provided in this Agreement.

(f) Employee shall execute a release of all officers, directors, members, City Council members, employees and representatives of any and all rights he/she has, had or may have arising out of his employment or the cessation thereof under this Agreement and all applicable federal, state and local laws, including but not limited to claims of illegal discrimination, intentional and unintentional torts and all other types of claims whether known or unknown through the date of his termination.

(g) In the event Employee is entitled to severance pay from the City, the City shall in addition to the severance pay, pay Employee the amount of premium the City would have paid for employee life insurance had he remained employed during the period of his receipt of severance pay.

3. The City shall have no obligation to pay any compensation or to provide Employee group medical insurance under paragraph 4(B)(2) hereunder or otherwise unless otherwise required by law if Employee is terminated for any one or a combination of the following reasons:

(a) Dishonesty with respect to the business and operation of the City.

(b) Violation of the City drug policy.

(c) Refusal to cooperate in a legal investigation involving any aspect of the business or operation of the City conducted by or at the direction of the City Council.

(d) Conviction or pleading guilty nolo contendere to a felony.

(e) Causing the City to be found in violation of law through gross neglect or willful or intentional conduct by Employee.

Except as may otherwise be required by the City Charter, in the event Employee is charged with a felony or crime involving moral turpitude, the City shall have no obligation to pay Employee under paragraph 4(B)(2) unless and until a judgment of acquittal is entered by the Court.

SECTION 5. SALARY/PERFORMANCE EVALUATION

- A.** The Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of one hundred forty thousand dollars (\$140,000.00), payable in bi-weekly installments.
- B.** Employer shall review Employee's performance annually, for consideration of an increase in salary the amount of which, if any, shall be the sole judgment of the City Council, and part of the budget cycle.
- C.** The Employee shall be entitled to discuss the evaluation with individual members of the Council. If Employer decides no increase in salary will be given, it will explain to Employee in general terms the reasons.
- D.** Employer may otherwise evaluate Employee as it deems appropriate.

SECTION 6. AUTOMOBILE

- A.** The City of Punta Gorda shall provide for the City Manager's exclusive and unrestricted use an unmarked full size late model automobile, the cost of which is not to exceed the amount approved in the annual budget, and provide for all insurance, maintenance, and operating expenses for said vehicle.
- B.** Employee shall immediately report to the Mayor and the City's Risk Manager any accident in which the vehicle is involved while being used to conduct City business or personal business.
- C.** Employee will not allow anyone other than himself or an employee of the City to drive said vehicle for City business.

SECTION 7. VACATION

- A.** Beginning August 23, 2020, Employee will accrue paid vacation under the City Personnel Rules and Regulations (hereinafter "PRR") as they exist or may later be modified just as if he had completed five (5) years of continuous service as a City employee as of the date Employee commences employment; provided, Employee will not have to have completed a probationary period before he may use accrued paid vacation.
- B.** To the extent Employee does not use accrued vacation in the year it is earned, he shall lose it; provided, however:
 - (1) In the event he requests vacation but the City Council, or its designated representative, does not allow same, he shall have the option of carrying over the vacation not allowed or being paid for it; otherwise,

- (2) Employee may carry over up to one hundred twenty (120) hours of accrued vacation to the next year.
- C. In addition to any paid vacation time to which the Employee may be entitled under the PRR, prior to December 31, 2020 Employee may take a maximum of five (5) paid personal days off to attend events scheduled prior to his selection as City Manager.
- D. Employee shall notify the Mayor, or in the Mayor's absence the Vice Mayor, of any vacation or other time off he intends to take as far in advance as possible, but not less than one day before it is taken, except in the case of emergency. Employee shall also notify the City Finance Department, which shall be responsible to track Employee's use of vacation and any other time off.

SECTION 8. SICK LEAVE

- A. Section 17 of Employer's PRR, or any later Section or policy relating to Sick Leave adopted by Employer, shall apply to Employee, except Employee may use accrued sick leave during the first six (6) months of employment and Section 17.03 shall not apply.
- B. On cessation of employment for any reason, whether voluntary or involuntary, Employee shall not be paid for any accumulated but unused sick leave standing in his sick leave account.
- C. Employee shall notify the Mayor, or in the Mayor's absence the Vice Mayor, of any sick leave he intends to take as far in advance as possible. Employee shall also notify the City Finance Department, which shall be responsible to track Employee's use of sick leave.

SECTION 9. HEALTH, DENTAL AND LIFE INSURANCE

- A. Employee shall participate in the Employer's health, dental and life insurance programs which are available to all other general employees of the Employer to the same extent and under the same conditions as apply to full-time general employees, provided Employer shall pay the health insurance premiums for Employee and Employee's dependents.
- B. Effective the first day of employment, the Employer shall enroll the employee in the Employer's health care program; or, pay COBRA for the Employee until such time the Employee becomes eligible for participation in the Employer's program.

SECTION 10. RETIREMENT

- A. Employee shall participate in Employer's retirement plan for general employees to the same extent and under the same conditions as all full-time regular general employees of Employer.

- B. Employer agrees to execute all necessary agreements and forms required for implementation and continuation of the Employee's participation in the International City Management Association – Retirement Corporation 457 deferred compensation plan. Employer further agrees that upon Manager's termination or resignation, the Employer shall relinquish and waive any and all rights that the Employer may have to all monies contributed by the Employee to the plan. Employer shall have no obligation to make contributions in behalf of Employee under this subsection B.

SECTION 11. PROFESSIONAL DEVELOPMENT

- A. **Dues and Subscriptions:** The City agrees to pay for the professional dues and subscriptions it approves as reasonably necessary and desirable for Employee's continuation and full participation in national, regional, state and local associations and organizations and his development and growth as a manager of the business of the City.

Additionally, the City shall pay for other memberships and subscriptions on behalf of the Employee, which the City Council, in its exclusive discretion, approves in advance.

- B. **Conventions:**

(1) Employer hereby agrees to budget and to pay the registration fees, travel and subsistence consistent with subparagraph 3 below for attendance by Employee as a member in good standing to the annual meeting or convention of the International City and County Manager's Association (ICMA), the Florida City & County Managers, or other similar organizations, provided prior approval is granted by the City Council, or its designee.

(2) Additionally, the City shall pay for all other meetings, seminars and short courses attended by the Employee, which the City Council, in its exclusive discretion approves in advance, and will reimburse expenses in accordance with City policy.

(3) All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

SECTION 12. INDEMNIFICATION AND COOPERATION

- A. The City shall defend, hold harmless and indemnify Employee in accordance with applicable law.
- B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Manager of the City of Punta Gorda, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to

prevail in said action. The City shall pay Employee's reasonable travel expenses and subsistence expenses incurred away from his home incurred in preparation for and actual discovery, settlement and trial of all said matters.

- C. Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had or may have, or asserts that he has or may have any claim or any nature against the City, its agents, officers, employees, City Council members or representatives, without the express written permission of the City Council, or its designee.
- D. Employee shall not disclose any confidential information involving the business of the City to any person or entity without the written permission of the City Council, or its designee, unless required to do so by law.
- E. Restrictions set forth in subparagraphs C and D above shall not apply in instances of governmental entities with jurisdiction over a claim of a violation of law.

SECTION 13. MISCELLANEOUS

- A. The City Personnel Rules and Regulations as they now exist or as they may be later modified by the City shall apply to Employee except:
 - 1. When inconsistent with this Agreement or the City Charter.
 - 2. Sections 11, 12 and 13 or any successor Sections or policies relating to discipline and appeals shall not apply to Employee.
- B. By October 1, 2020, Employee shall live within the City limits of the City of Punta Gorda, and he shall maintain residence within the corporate boundaries of the City so long as he is the City Manager. Upon presentation of acceptable receipts, Employer shall pay directly for the expenses of moving Employee and his personal property from his current residence including packing, moving, storage costs, unpacking and insurance charges, and initial housing costs, provided the total amount shall not exceed Twelve thousand dollars (\$12,000.00). Should Employee voluntarily leave employment with Employer within twelve (12) months from the day he commences employment, he shall reimburse the Employer the full amount he received under this subsection.
- C. This Agreement shall be interpreted, construed and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.
- D. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- E. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's

death any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of Employee's heirs and executors to the same extent as all other City Employees.

- F. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- G. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties, and may be modified only by the written agreement of Employee and the City Council.

SECTION 14. NOTICE AND CONSENT

Any written or other notice required by this Agreement shall be deemed delivered as follows:


- A. As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City, or by Certified or Registered mail to the City Clerk at the City Hall, said delivery to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.
- B. As to Employee, by personal service to him or via Certified or Registered mail to him at the most recent mailing address set forth in the City's personnel records.

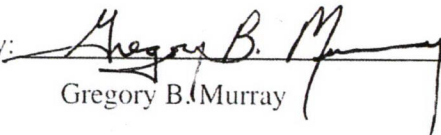
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.


CITY OF PUNTA GORDA, FLORIDA

By: 
Nancy Prajke, Mayor

Attest: 
Karen Smith, City Clerk

By: 
Gregory B. Murray

APPROVED AS TO FORM AND LEGALITY

By: 
David M. Levin, City Attorney