EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF CENTURY, FLORIDA AND MR. DAVID MURZIN

This Employment Agreement ("Agreement") is made and entered into this ____ day of September, 2025, by and between the Town of Century, Florida, a municipal corporation (hereinafter the "Employer" or the "Town"), and Mr. David Murzin (hereinafter the "Employee").

ARTICLE I. TERM AND DUTIES

1.01 Term. This Agreement shall commence on September ___, 2025, and shall remain in full force and effect for two (2) years, unless otherwise terminated as provided herein. Thereafter, it shall automatically renew for successive two (2)-year terms unless either party provides written notice of nonrenewal at least ninety (90) days prior to expiration of the then-current term.

1.02 Duties and Authority. Employer agrees to employ Employee as Town Administrator to perform the functions and duties described in the position description approved by the Town Council and as may be assigned by the Mayor and Town Council.

ARTICLE II. COMPENSATION AND BENEFITS

- 2.01 Compensation. Employer agrees to pay Employee an annual base salary of One Hundred Twelve Thousand Dollars (\$112,000.00), payable in installments at the same intervals as other management employees of the Town.
- 2.02 Benefits. Employee shall receive all benefits provided to full-time employees of the Town, including but not limited to retirement plan participation, health, dental, and life insurance, leave accruals, and other standard benefits, consistent with Town policy.
- 2.03 Professional Development. The Town shall budget and pay for reasonable travel and training for Employee for as long as the Town's budget can accommodate. This shall include dues and expenses for participation in the Florida League of Cities (FLC) and the Florida City and County Management Association (FCCMA), or other similar professional organizations as approved.
- 2.04 General Business Expenses. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of his duties in accordance with Town policy.

ARTICLE III. GENERAL WORK CONDITIONS

- 3.01 Performance Evaluation. The Employer may conduct an annual performance evaluation of Employee in a form and manner determined by the Employer. A copy of the written evaluation, if conducted, shall be provided to Employee and discussed with him.
- 3.02 Hours of Work. It is recognized that Employee must devote time outside normal office hours to the business of the Town. Employee shall be allowed to establish a work schedule that is consistent with the needs of the Town.
- 3.03 Outside Activities. Employee shall not engage in any outside employment or activity that is inconsistent or in conflict with his official duties or that could impair his independence of judgment or performance of duties.

ARTICLE IV. EMPLOYMENT SEPARATION

- 4.01 Resignation. Employee may resign at any time with ninety (90) days' written notice to Employer.
- 4.02 Termination by Employer. Employer may terminate Employee at any time with or without cause by providing written notice.

ARTICLE V. GENERAL COVENANTS

- 5.01 Indemnification. To the fullest extent permitted by law, Employer shall indemnify and defend Employee against claims or demands arising out of his performance of duties, subject to the limitations of Section 768.28, Florida Statutes.
- 5.02 Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee by law or policy.
- 5.03 Other Terms and Conditions. Employer shall fix any additional conditions of employment as are consistent with state law and Town policy.

ARTICLE VI. GENERAL PROVISIONS

- 6.01 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.
- 6.02 Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected and shall remain in full force and effect.
- 6.03 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations or understandings. It may only be amended in writing signed by both parties.

6.04 Notices. Notices under this Agreement shall be in writing and delivered to the parties at their addresses on file with the Town Clerk.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date first written above.

TOWN OF CENTURY, FLORIDA
By:
Benjamin D. Boutwell, Mayor
EMPLOYEE
By:
Mr. David Murzin
Attest:
Carrie Moore, Town Clerk