

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Juno Beach, Florida, a Florida municipal corporation (“Town”) and Robert A. Cole (“Cole” or “Manager”).

### W I T N E S S E T H:

WHEREAS, the Town desires to employ the services of Robert A. Cole to serve as Town Manager of the Town of Juno Beach in accordance with Article IV of the Town Charter; and

WHEREAS, the Town, by and through its Town Council, desires to provide for certain benefits and compensation for the Town Manager and to establish the terms and conditions of his employment; and

WHEREAS, Robert A. Cole desires to accept employment as Town Manager under the terms and conditions set forth in this Agreement.

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

### **Section 1. Recitals.**

The foregoing recitals are hereby ratified by the parties as true and correct and are incorporated herein.

### **Section 2. Appointment.**

The Town hereby appoints Robert A. Cole to serve as Town Manager in accordance with Article IV, Section 1 of the Town Charter, commencing March 31, 2025 (“Employment Date”). This Agreement shall remain in effect for a period of five (5) years from the Employment Date, unless terminated earlier by the Town or by Manager as provided herein.

### **Section 3. Duties and Responsibilities.**

A. Manager shall perform the duties and functions of the Town Manager as set forth in the Town Charter, the Town Code of Ordinances, Town Resolutions, and Town policies and procedures, as may be amended from time to time, and shall perform such other legally permissible and proper duties and functions as the Town Council may assign.

B. Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The term “exclusive employ” shall not be construed to prohibit Manager from engaging in teaching, writing or other professional activities not in conflict with Manager’s full-time position. Manager shall not engage in any other business activity or occupation without prior approval of the Town Council.

C. Manager shall dedicate no less than an overall average of forty (40) hours per work in the performance of his duties hereunder and shall devote such additional time as is necessary to perform all of the duties and obligations of his position.

D. In the event Manager serves on any appointed or elected board of any professional organization or serves on any committee related to his professional activities, in the event monies are paid or gifts received by Manager related to such service, such money or property shall be paid to or delivered to the Town, unless otherwise determined by the Town Council.

E. In the event Manager is temporarily unable to perform his duties, he shall designate an Acting Town Manager in accordance with Article IV, Section 3 of the Town Charter.

#### **Section 4. Salary and Compensation.**

A. As of the effective date of this Agreement, Town agrees to pay Manager an annual salary of \$195,000.00, payable in installments at the same time as other employees of the Town are paid.

B. Unless the Town Council votes, as part of the budgetary process for each fiscal year, not to increase the Town Manager's salary or to provide some other salary adjustment, the Town shall pay to Manager the same cost of living increase and average merit increase paid to the Town's general employees. All increases shall be effective October 1<sup>st</sup> of each year, provided, however, that there shall be no automatic increase during Manager's first year of employment and any increase on October 1, 2025 shall be discretionary with the Town Council. The first increase under this subsection shall be effective October 1, 2026.

C. As part of the budgetary process for each fiscal year, the Town Council shall adjust the pay range for the position of Town Manager to reflect any cost of living increase and merit increase provided for in this Section.

#### **Section 5. Performance Review.**

A. The Town Council shall annually review and evaluate the performance of Manager either on an individual basis or as a collective body, at the option of the Town Council. The review and evaluation shall be in accordance with criteria developed by the Town Council in conjunction with Manager. These criteria shall consist of goals and performance objectives which the Town Council deems necessary for: (1) the proper operation of the Town; (2) the attainment of the Town Council's policy objectives; and (3) for the professional development of Manager

B. The Council shall further adopt and establish a relative priority among the goals and performance objectives. The goals and performance objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided.

C. The failure of the Town Council to conduct an evaluation or adopt the goals and objectives referenced in this section shall not be considered a breach of this Agreement.

**Section 6. Termination of the Town Manager and Severance Pay.**

A. Manager shall serve at the pleasure of the Town Council and the Town Council may terminate this Agreement and Manager's employment with the Town at any time, subject to the provisions of this Section.

B. Should the Town Council vote to terminate the services of Manager, the Town shall pay to Manager, within thirty (30) calendar days of such vote, a lump sum severance payment equal to twenty (20) weeks of his base salary as full and complete payment and satisfaction of any claims of Manager of whatsoever nature arising out of his employment with the Town and this Agreement. As consideration for such payment, Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, and its elected officials, officers, agents and employees for any and all acts, actions and omissions from the beginning of time until the date of the release, said release to be prepared by the Town Attorney.

C. Notwithstanding subsection B above, should the Town Council terminate the services of Manager for "just cause," the Town shall have no obligation to pay Manager the severance described in Subsection B above or any accrued personal leave time, and Manager shall only be paid for days actually worked. For the purposes of this Agreement, "just cause" is defined to include any of the following:

1. Conviction or plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
2. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
3. Violation of any substantive Town policy, rule or regulation, which could subject any other Town employee to termination.
4. The commission of any fraudulent act against the interest of the Town.
5. The commission of any act which involves moral turpitude or which causes the Town disrepute.
6. Violation of the International City/County Management Association Code of Ethics, the State Code of Ethics for Public Officers and Employees, or the Palm Beach County Ethics Code.
7. Any other act of a similar nature of the same or greater seriousness.

D. In the event Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the

option to terminate this Agreement, subject to the payment of one-half (1/2) of the severance payment set forth in subsection B above.

## **Section 7. Voluntary Resignation.**

In the event the Manager voluntarily resigns his position with the Town, Manager shall provide the Town Council with sixty (60) days' advance written notice of such resignation. Upon receipt of such written notice, the Council may require the Manager to terminate his employment at any date earlier than the date set forth in the notice without further obligation being incurred by the Town. Upon such resignation or termination, the Town shall pay to Manager any unpaid wages and any accrued and unpaid personal leave time in accordance with the policies applicable to Town employees.

## **Section 8. Benefits.**

### **A. Personal Leave Time**

Manager shall accrue Personal Leave Time ("PLT") at the rate generally afforded Town employees with ten to fifteen years of service (29.25 days or 234 hours annually). While Manager's use and accrual of Personal Leave Time shall be subject to the Town's Personal Manual, Manager's PLT bank shall be preloaded with fifteen (15) days (or 120 hours) for his immediate use.

### **B. Holidays**

The Town Manager is entitled to the same paid holidays as general Town employees.

### **C. Health Care, Life and Disability Insurance**

The Town agrees to provide Manager with the health, dental and vision care benefits offered to all full-time Town employees, with the Town paying one hundred percent (100%) of the cost for Manager and his spouse. The health insurance plan shall be the Florida Blue BlueOptions PPO Plan. Manager shall be afforded the same life insurance and disability insurance benefits as full-time Town employees.

### **D. Automobile Allowance and Communications Equipment**

The Town Manager is required to be on-call for twenty-four (24) hour service. In recognition thereof:

1. The Town shall pay to Manager an automobile allowance of five hundred dollars (\$500.00) per month for the purpose of reimbursing the Town Manager for automobile expenses incurred while conducting Town business, provided, however, that the Town agrees to reimburse Manager for travel outside Palm Beach and Martin Counties associated with the business of the Town at the same rate as other Town employees are reimbursed.

2. The Town shall pay to Manager a cell phone allowance of one hundred dollars (\$100.00) per month to compensate him for the business use of his personal cell phones.

E. Retirement

Manager shall participate in the Town's existing 401(a) retirement plan. The Town shall contribute per pay period an amount equal to fifteen percent (15%) of Manager's total annual salary to the 401(a) plan, which shall provide for immediate vesting. The Manager may contribute to the Town's existing 457(b) deferred compensation plan at his discretion.

F. Additional Benefits

To the extent not specified herein, Manager shall have the same benefits as a full-time general employee with the same tenure.

**Section 9. Professional Development.**

A. The Town agrees to pay, subject to budget availability, reasonable and customary travel and subsistence expenses for Manager's travel and attendance at business related conferences and seminars. These shall include, but are not limited to, the annual International City/County Management Association conference, the annual Florida League of Cities conference and other courses and seminars necessary for the Manager's professional development.

B. The Town agrees to pay, subject to budget availability, reasonable and customary professional dues, licenses and subscriptions of Manager related to his continued participation in national, regional, state and local associations necessary and desirable for his professional growth and advancement and for the good of the Town.

**Section 10. Community Involvement.**

The Town recognizes the desirability of representation in and before local civic and other organizations and encourages Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas.

**Section 11. Return of Property.**

Upon termination of Manager's employment with the Town or his resignation, Manager shall immediately return all Town property including, but not limited to, keys, laptops, documents, and other Town property in the possession or control of Manager.

**Section 12. Additional Terms and Conditions.**

The Town shall fix any other terms and conditions of employment it may determine from time to time to be necessary and in the Town's best interest relating to the performance

of Manager, provided that such terms and conditions are not inconsistent with the provisions of this Agreement, Florida Statutes, or any other law and are agreed to in writing by Manager.

**Section 13. General Provisions.**

A. Entire Agreement

The provisions of this Agreement constitute the entire understanding between the parties. No other representations or understandings are binding on the Town and Manager unless contained in this or any subsequently adopted agreement.

B. Death of Manager

Upon Manager's death, the Town's obligations under this Agreement shall terminate, with the exception of:

1. Transfer of ownership of any retirement funds to his designated beneficiary or beneficiaries;
2. Payment of all accrued vacation and sick time in accordance with the policies applicable to Town employees;
3. Payment of all outstanding medical or dental bills in accordance with the Town's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the Town's insurance policies or plans.

C. Governing Law and Venue

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that venue of any proceedings arising out of this Agreement shall lie exclusively in Palm Beach County, Florida.

D. Construction of Agreement

The parties acknowledge that each shared equally in the drafting and preparation of this Agreement and, accordingly, no court or administrative officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision shall be construed according to its plain meaning.

E. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which shall constitute the same instrument.

F. Assignment

This Agreement is for personal services and may not be assigned or transferred by either party.

G. Indemnification

1. The Town shall defend, save harmless, and indemnify Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that Manager reasonably believes to be in the scope of his duties or functions, unless he acted in bad faith or with malicious purpose or in a manner exhibiting willful and wanton disregard of human rights, safety or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for any acts or omissions of Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instance, Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the alleged conduct.
2. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in Manager's capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his employment with the Town.

H. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of Manager under any policy, regulation, ordinance or law.

I. Attorney's Fees

In any litigation between the parties regarding the enforcement or interpretation of this Agreement, the prevailing party to such litigation shall be entitled to recovery from the non-prevailing party reasonable attorney's fees and all costs of litigation (whether or not taxable) at both the trial and appellate levels.

J. Severability

If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given full force and effect so far as possible.

K. Effective Date

This Agreement shall become effective as of the date written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**TOWN:**

**Town of Juno Beach, Florida**

By: \_\_\_\_\_  
Peggy Wheeler, Mayor

Attest:

\_\_\_\_\_  
Caitlin Copeland-Rodriguez  
Town Clerk

Approved as to form and legal  
Sufficiency:

\_\_\_\_\_  
Leonard G. Rubin  
Town Attorney

Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_

**TOWN MANAGER:**

\_\_\_\_\_  
**Robert A. Cole**