

## **RESIGNATION AGREEMENT**

ROBIN GOMEZ (hereafter referred to as Gomez) has been employed as the City Manager of the CITY OF MADEIRA BEACH, FLORIDA (hereafter referred to as the City) since December 6, 2021 and now desires to submit his resignation to the City. The City desires to accept his resignation. Accordingly, in consideration of the mutual covenants set forth in this Agreement, the City and Gomez contract and agree as follows:

1. Gomez hereby resigns as the City Manager of the City, and the City accepts his resignation, effective as of midnight on September 12, 2025.

2. In exchange for Gomez's promises and obligations under this Agreement, eight (8) calendar days following the execution of this Agreement by both parties, the City agrees to treat the resignation, for the purposes of this Agreement, as termination without cause and agrees to pay the following termination and severance pay to Gomez:

a. Twenty (20) weeks of salary at the rate in effect on September 12, 2025, to be paid through city payroll, every other week, beginning with the payroll date of October 3, 2025 and ending February 6, 2026. In addition, the City shall continue to pay the \$500.00 per month auto allowance. The City and Gomez agree that for the purposes of computing aggregate salary, his annual base compensation on the effective date of this Agreement is \$140,000.00. Therefore, Gomez will be paid the gross amount of \$56,153.85 less federal income tax withholding of \$8,379.62, less Social Security withholding of \$3,481.60 and less Medicare withholding of \$814.30 for a net of \$43,478.33.

b. The City agrees to pay the monetary equivalent of his unused annual leave, which Gomez has accumulated. Therefore, Gomez will be paid the gross amount of \$13,196.15 less federal income tax withholding of \$3,149.32, less Social Security withholding of \$818.17, less Medicare withholding of \$191.35 for a net of \$9,037.31.

c. The City agrees to pay the monetary equivalent of his unused sick leave, which Gomez has accumulated. Therefore, Gomez will be paid the gross amount of \$1,544.23 less federal income tax withholding of \$10.75, less Social Security withholding of \$95.75, less Medicare withholding of \$22.39 for a net of \$1,415.34.

d. The City agrees to provide to Gomez and his dependents health, dental, vision, disability and life insurance benefits at the same terms and rates that he was receiving on September 12, 2025 pursuant to Gomez's Employment Agreement and the City's Personnel Rules and Regulations. These benefits shall continue during the twenty (20) week severance duration.

e. The City agrees to continue to make retirement contributions into Gomez's established International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust, 401(a) as outlined in Section 5A. of Gomez's Employment Agreement, for the twenty (20) week severance duration.

3. Gomez will return all City property and equipment in his possession to the City as of the effective date of this Agreement. All cell phone, internet and computer service to the cell phone will be disconnected as of midnight on September 12, 2025..

4. Gomez will return all official City papers and documents in his possession as of the effective date of this agreement.

5. Gomez will cooperate with the City before and after the effective date of this agreement to ensure the orderly and efficient processing of his resignation.

6. For and in consideration of the promises of the City set forth in this Agreement, Gomez, on his own behalf and on behalf of his heirs, legal representatives and assigns, waives, releases, and forever discharges the City, including its Commissioners, agencies, departments, past and present officers, supervisors, employees, representatives, administrators, successors, assigns, and insurers of and from any and all claims and causes

of actions, including but not limited to charges, suits, promises, and actions which he has or may have arising out of his employment with the City. This specifically includes, but is not limited to, all liabilities for the payment of earnings, bonuses, salary, accruals under any vacation, sick leave, or holiday plans, any employee benefits, including, but not limited to, health and medical insurance benefits, other than those stated in this Agreement. This release also includes any charge, claim or lawsuit under the U.S. Constitution, the state constitution, and any federal, state, or local law, including but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq., as amended, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, 29 U.S.C. § 621, et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651, et seq., the National Labor Relations Act, as amended, 29 U.S.C. § 141, et seq., the Immigration Reform Control Act, as amended, 29 U.S.C. § 1801, et seq., claims under Florida state law and any tort, contract, and quasi-contract or other common law claims, including, but not limited to, claims for unpaid wages, wrongful termination, discrimination, harassment, retaliation, negligent or intentional infliction of emotional distress, negligent hiring, negligent supervision, negligence, invasion of privacy, defamation, slander, assault, battery, misrepresentation, and conspiracy. Similarly, the City releases Gomez from any and all claims.

7. Gomez represents that he has not filed any complaint or charge with the EEOC, any state commission or agency, federal or any Department of Labor, or with any other local, state or federal agency or court, that he will not do so at any time hereafter, and that if any

such agency or court assumes jurisdiction of any complaint, charge against the City on his behalf, Gomez will request such agency or court withdraw from the matter.

8. Gomez and the City agree not to divulge, reveal or disseminate any information, which may result in injury to the reputation of each other, to the extent allowable by law. The parties recognize that the City is subject to the provisions of § 119.01, et seq., Fla. Stat., the “Public Records Act.”

9. In executing this agreement and the release set forth in the paragraphs (6) and (7), Gomez acknowledges and affirms that:

a. He possesses sufficient education and experience to fully understand the terms of this Agreement as it has been written, the legal and binding effect of this Agreement, and the exchange of benefits and promises herein;

b. He suffers from no legal disabilities or mental or physical disability which would affect, disable or prevent the valid and legally binding execution of this Agreement;

c. He has not taken any drug or medication prior to executing this agreement that would prevent him from understanding the terms of this Agreement;

d. The City’s obligations to perform under this Agreement are conditioned upon his performance of all agreements, releases and covenants to the City;

e. He has read this agreement fully and completely, and he understands its significance;

f. He enters into this agreement knowingly and voluntarily and of his own free will and choice; and

g. He understands that he may revoke this Agreement at any time within seven (7) calendar days of his execution of this Agreement (“the revocation period”). To revoke any consent to this Agreement, he must cause written notice to be delivered to the City Attorney, Thomas J. Trask.

h. He has had the benefit and advice of legal counsel which he retained in deciding to execute this Agreement.

10. This Agreement fully and completely expresses the entire agreement and understanding between the parties. Any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may not be orally amended, modified or changed. Any amendment, modification or change of this Agreement must be by written instrument executed by the parties hereto.

11. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed by the laws of this State.

12. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party to this Agreement, and with the purpose of effectuating and enforcing the expressed intent of the parties to resolve, compromise and settle their claims.

13. This Agreement shall be effective as of the date it is signed by the last party to this Agreement.

**PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT AND INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Madeira Beach, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
ROBIN GOMEZ

Executed at Madeira Beach, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MADEIRA BEACH, FLORIDA

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Trask, City Attorney