

EMPLOYMENT AGREEMENT – ROBIN GOMEZ

This Agreement, made and entered into this 6th day of December 2021, by and between the City of Madeira Beach, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and Robin Gomez, hereinafter called "Manager," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V of the City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the Board of Commissioners of the City of Madeira Beach; and

WHEREAS, the Board of Commissioners ("BOC") selected Manager at a public meeting on November 22, 2021 and desires to employ the services of Robin Gomez as City Manager of the City of Madeira Beach as provided within the City Charter; and

WHEREAS, it is the desire of the BOC to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager; and

WHEREAS, it is the desire of the Commission to: 1) retain the services of Robin Gomez as Manager and to provide inducement for him to remain in such employment; 2) make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security; 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Manager; and 4) provide a just means for terminating Manager's services; and

WHEREAS, Robin Gomez desires to serve as City Manager of City, and

WHEREAS, the BOC and Manager have mutually negotiated and agreed to the terms of this agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

City hereby agrees to employ Manager to perform the duties specified in Article V, Section 5.4 of the City Charter and to perform other legally permissible and proper duties and functions as the BOC may from time-to-time assign.

SECTION 2. TERM AND EFFECTIVE DATE

- A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of two (2) years from December 20, 2021, to December 19, 2023. This Agreement may be amended, extended, or terminated by the parties, in accordance with the provisions of this Agreement unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days prior to expiration of this Agreement.
- B. Regarding outside activities, the employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not constitute interference or a conflict of interest with Manager's responsibilities under this Agreement, and such arrangements shall only be undertaken following authorization by the BOC.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of BOC to terminate the services of Manager at any time, subject to the provisions set forth in Article V, Section 5.4 of the City Charter, and Sections 2.A. and 7 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to voluntarily resign at any time from his position with City, in accordance with the provisions set forth in Sections 2.A. and 8 of this Agreement.
- E. This Agreement shall take effect upon approval by BOC and the date first entered above.

SECTION 3. SALARY

- A. City agrees to pay Manager an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable in accordance with the City's payroll procedures.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

SECTION 4. BENEFITS

- A. Manager shall receive all benefits provided to City employees, as defined in the City's Personnel Rules and Regulations, except as they may be amended by the terms and conditions of this Agreement.

- B. Manager shall be provided annual vacation leave equal to twenty-one (21) workdays per calendar year, accrued from January 1, 2022. Upon hire, Manager will be provided a one-time additional 5 days vacation.
- C. City agrees to provide and ensure continuous coverage of health, dental, and vision disability and life insurance for Manager beginning January 1, 2022.
 - 1. City shall pay one hundred percent (100%) of health, dental and vision insurance premiums for Manager and his dependents.
 - 2. City shall pay one hundred percent (100%) of long-term disability premium for Manager.
 - 3. City shall pay one hundred percent (100%) of term life insurance policy premium for coverage equal to the Manager's annual salary.
- D. Manager shall be provided sick leave equal to twelve (12) workdays per calendar year accrued on date of employment and each anniversary date thereafter. Sick leave does not carry over year to year.
- E. City shall provide to Manager a vehicle allowance in the amount of Five Hundred Dollars (\$500.00) per month to purchase, maintain and insure said vehicle until and unless the City purchases a vehicle and furnishes for use by the City Manager in lieu of a vehicle allowance.

SECTION 5. RETIREMENT

- A. City shall make a contribution of twelve percent (12%) annually, of Manager's base salary, into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 (a) Plan, which after deposit by the City into the ICMA-RC plan can then be rolled over or transferred into another investment plan and/or money market, brokerage account, IRA (traditional etc.) at the sole investment discretion of the City Manager. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership.
- B. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401 Plan referenced above), City agrees to execute all necessary agreements provided by ICMA-RC for Manager in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

SECTION 6. PROFESSIONAL DEVELOPMENT

Manager shall be a member in good standing of the International City Manager's Association (ICMA) and a member of the Florida City/County Management Association (FCCMA) at all times of employment. If Manager fails to maintain membership in the associations set forth above, City may terminate employment immediately, subject to the provisions of the City Charter and this Agreement. City shall budget and pay for professional dues, subscriptions and certifications necessary for Manager's continuation and membership in national, state and local associations and organizations, including the International City/County Management Association (ICMA) and Florida City/County Management Association (FCCMA). City hereby also agrees to budget and pay the registrations, travel and subsistence, Manager for professional and official travel, conferences and seminars, including one national and one state conference per year up to a total city contribution of Three Thousand Dollars (\$3,000.00) per year. Other training consistent with the City Manager position or certifications may be approved by the BOC upon request.

SECTION 7. SUSPENSION TERMINATION SEVERANCE CONDITIONS

- A. **DISCIPLINARY DUE PROCESS HEARING.** The BOC may terminate this Agreement at any time for any reason, however, if terminated before the end of the term, a due process ("name clearing") hearing shall be placed on a BOC agenda and noticed to the public regarding any issue concerning the City Manager's continued employment, affording the City Manager notice and an opportunity to be heard. Specific procedures for suspension or termination set forth in Article V, Section 5.4 of the City Charter shall govern the procedures that the BOC may invoke to suspend, remove, or terminate Manager from office. If the Agreement is terminated, the Manager will be given sixty (60) days' notice.
- B. **TERMINATION.** In the event Manager is terminated during the term of this Agreement by a majority vote of the BOC, Manager is entitled to severance as follows:
1. Payment at the exit salary rate for value of all accrued annual vacation leave established and available at the time of termination.
 2. Other accrued eligible benefits up to the date of termination, payable at the exit salary rate, including twenty five percent (25%) of any accrued sick leave established and available at the time of termination.
 3. The City Commission may terminate this Agreement at any time for any reason. Upon termination by a majority vote of the BOC, severance pay will be determined as follows:

- a. If terminated For Cause, two (2) weeks' pay, however, severance pay shall be prohibited if the Manager is terminated for "misconduct" as defined in S 443.036(29), Fla. Stat.;
- b. If terminated without cause, an amount of fifteen (15) weeks of Manager's annual exit salary rate, paid biweekly as payroll or in multiple installments or in one lump sum payment, at the Managers discretion.

4. Definition of "For Cause." Nothing herein shall modify or diminish the authority of the BOC to terminate the Manager nor alter or change the indefinite nature of the Manager's term of employment as provided by Article V, Section 5.1 of the City Charter. "For Cause" will not be required for removal of the Manager. However, for purposes of determining whether the Manager will be entitled to severance pay only, "For Cause" shall include any act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions) made unlawful under any state, federal or local law, or the failure to comply with any law relating to public records, public meetings, or disclosure (as determined by a court of jurisdiction or the Florida Commission on Ethics).

- C. The BOC authorizes and directs that payments made pursuant to the terms and conditions stated herein shall be made without further approvals being requested or required.
- D. Any City health, dental and vision, disability, and life insurance benefits, which are provided to Manager pursuant to this Agreement and the City's Personnel Rules and Regulations shall continue to be provided at the same terms and rates provided herein for the severance duration following termination.
- E. In the event of termination, City shall continue to make retirement contributions into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 (a)) Plan as outlined in Section 5.A. of this Agreement for the 15-week severance duration.
- F. In the event Manager resigns following any formal action of the City Commission requesting that the City Manager resign (either for cause or without cause) from his employment with the City, then the Manager may at his option resign from his position and shall be deemed to be "terminated" (either with cause or without cause) within the meaning and context of the severance provisions of this Section.
- G. In the event Manager is terminated by Commission for conviction of a felony, the City shall have no obligation to pay the severance sums stipulated in Section 7.

SECTION 8. RESIGNATION

In the event Manager voluntarily resigns his position with City, then Manager shall give the City sixty (60) days advance written notice, unless Commission requests and approves shorter notice. In the event of voluntary resignation, the City agrees to pay Manager all accrued and inured benefits, including vacation and twenty five percent (25%) sick leave.

SECTION 9. PERFORMANCE EVALUATION

Each year, the BOC shall conduct a performance review of Manager during an agenda item posted at a noticed public meeting in advance of the adoption of the annual operating budget. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager during an initial strategic planning and goal setting workshop, and at any such time thereafter as requested by the BOC.

SECTION 10. MOVING AND RELOCATION EXPENSES

The City shall reimburse Manager for moving and relocation costs up to a maximum of Ten Thousand Dollars (\$10,000), provided Manager timely submits receipts for such costs.

SECTION 11. OTHER TERMS AND CONDITIONS

- A. The City shall provide the Manager with a cellular telephone, laptop computer, or other technologies it deems necessary to complete his duties.
- B. In the event of Manager's death while serving in capacity of this Agreement, the City's obligations under this contract shall terminate except for transfer of balances in Manager's retirement accounts, deferred compensation accounts, insurance and all eligible accrued leave, salary, and other benefits, which shall be paid in accordance with this Agreement to his designated beneficiary(s).
- C. City shall maintain and pay for a blanket bond and liability insurance policy that protects the Manager from damages and liability on actions, errors or omissions occurring in the performance of his official job responsibilities and duties.
- D. The City will provide a temporary housing allocation to Manager of One Thousand Dollars (\$1,000.00) per month beginning January through March 2022 (3 months).
- E. The text herein shall constitute the entire Agreement between the parties.
- F. This Agreement has been negotiated and drafted by both City and Manager and shall not be more strictly construed against either party.

- G. This Agreement may not be amended except by written Agreement by and between City and Manager.
- H. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or City Charter, unconstitutional, invalid, or unenforceable, that portion of the Agreement shall be deemed severable, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Madeira Beach City Commission has noticed, voted, and approved this Agreement and have caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

THIS EMPLOYMENT AGREEMENT BY AND BETWEEN ROBIN GOMEZ AND THE CITY OF MADEIRA BEACH, FLORIDA IS HEREBY APPROVED BY:


MAYOR JOHN HENDRICKS
CITY OF MADEIRA BEACH, FLORIDA


ROBIN GOMEZ

ATTESTED BY CITY CLERK:


CLARA VANBLARGAN

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY