

EMPLOYMENT AGREEMENT

TOWN ADMINISTRATOR

TOWN OF MICANOPY, FLORIDA

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the Town of Micanopy, Florida, a municipal corporation ("Town"), and Sara Samario ("Employee"), and shall become effective October 1, 2026, upon approval and execution as provided herein.

RECITALS. The Town desires to continue the professional services of Employee as Town Administrator; Employee has continuously served the Town since June 7, 2021; the parties desire to establish compensation, benefits, conditions of employment, and a fair process for separation; and the parties intend this Agreement to supersede the prior employment agreement upon its effective date.

SECTION 1. POSITION AND DUTIES

- a. The Town employs Employee as Town Administrator. Employee shall perform the functions and duties of the office as provided by the Town Charter, Code of Ordinances, applicable law, and lawful policy direction of the Town Commission.
- b. Employee shall perform such additional duties and functions as the Town Commission may reasonably assign that are consistent with the position of Town Administrator.
- c. Employee shall devote the professional time and attention reasonably necessary to perform the duties of the position. The position is salaried and exempt from overtime, and the parties recognize that attendance outside normal business hours is regularly required.

SECTION 2. TERM; RENEWAL; EVALUATION

- a. This Agreement shall become effective October 1, 2026, and shall continue through September 30, 2029, unless earlier terminated under this Agreement. It shall automatically renew for successive one-year terms unless either party provides at least sixty (60) days written notice of nonrenewal before the end of the then-current term. Employee's continuous service date shall remain June 7, 2021, for purposes of longevity, leave eligibility, vesting, and any other benefit based upon length of service.
- b. Employee may resign upon sixty (60) days written notice to the Town Commission, unless the parties mutually agree to a shorter period.
- c. The Town Commission shall conduct a performance evaluation at least annually, at a time and in a manner mutually agreeable to the parties. The evaluation may include mutually established goals and priorities for the succeeding year.
- d. Employee serves at the pleasure of the Town Commission, subject to the compensation, benefits, separation provisions, and other protections expressly provided in this Agreement and applicable law.

SECTION 3. COMPENSATION

- a. Employee shall be placed in Grade 7, Step 3 of the Town's adopted FY 2026-2027 Pay Plan, with an annual base salary of \$79,738.47 effective October 1, 2026. If the Town Commission adopts a salary adjustment, cost-of-living adjustment, step adjustment, or revised pay plan applicable to the Town Administrator, Employee shall receive the adjustment on the same effective date authorized by the Commission unless the Commission expressly provides otherwise.
- b. Nothing in this Agreement prevents the Town Commission from approving additional salary adjustments based upon performance, market conditions, expanded responsibilities, or other lawful considerations. Any such adjustment shall be prospective and approved before the services for which it is paid are rendered.

SECTION 4. LEAVE AND EMPLOYEE BENEFITS

- a. Annual Leave. Employee shall receive one hundred four (104) hours of annual leave each year. The annual leave credit shall be deemed earned upon Employee's completion of each year of continuous

service and shall be credited in a lump sum on June 7, Employee's original employment anniversary date. Unused annual leave shall carry forward from year to year, subject only to any maximum accumulation expressly established by this Agreement. Upon separation from Town employment for any reason, Employee shall be paid one hundred percent (100%) of all accrued and unused annual leave standing to Employee's credit, up to 240 hours, calculated at Employee's regular base rate of pay in effect on the separation date.

b. Sick Leave. Employee shall receive one hundred four (104) hours of sick leave each year. The sick leave credit shall be deemed earned upon Employee's completion of each year of continuous service and shall be credited in a lump sum on June 7, Employee's original employment anniversary date. Unused sick leave shall carry forward from year to year. Upon separation from Town employment for any reason, Employee shall be paid fifty percent (50%) of all accrued and unused sick leave standing to Employee's credit, calculated at Employee's regular base rate of pay in effect on the separation date.

c. Other Benefits. Employee shall be entitled to health insurance, personal leave, holidays, longevity benefits, and other generally applicable employee benefits on the same basis as other eligible full-time Town employees, except where this Agreement expressly provides a greater or different benefit. The Town shall pay the employer share of health insurance authorized by the Town Commission.

d. Leave Administration. The annual and sick leave provisions in this Agreement are negotiated executive benefits and shall control over any inconsistent general personnel policy. Nothing in a subsequently adopted personnel policy shall reduce these contractual leave benefits unless this Agreement is amended in writing and approved by the Town Commission.

SECTION 5. RETIREMENT

a. Employee shall be eligible to participate in the Town's retirement programs in accordance with the governing plan documents.

b. In addition to Employee's salary, the Town shall make an employer contribution equal to ten percent (10%) of Employee's base salary to the Town's Florida Municipal Pension Trust Fund 401(a) Defined Contribution Plan administered by the Florida League of Cities, or to the successor governmental defined-contribution plan designated by the Town, each payroll period. The contribution shall be subject to the applicable plan document, Adoption Agreement, Internal Revenue Code limits, and any governing-body action required to authorize the contribution. If the existing plan documents do not permit the contribution as written, the Town and Employee shall cooperate in good faith to implement the closest lawful equivalent approved by the Town Commission.

c. Employee may also participate in any Town-sponsored 457(b) deferred compensation plan or other voluntary retirement program for which Employee is eligible, subject to the terms of the applicable plan.

SECTION 6. PROFESSIONAL DEVELOPMENT; BUSINESS EXPENSES; CIVIC PARTICIPATION

a. Subject to annual budget appropriations, the Town shall pay reasonable costs for Employee's professional development, conferences, memberships, and certifications related to municipal administration, including organizations such as the Florida League of Cities, ICMA, FCCMA, and other organizations beneficial to the Town.

b. The Town shall reimburse reasonable and necessary travel, lodging, subsistence, and other business expenses incurred in the performance of Employee's official duties in accordance with applicable Town policy and Florida law.

c. Subject to budget appropriation, the Town may pay reasonable dues for civic organizations when participation advances community relations or the performance of Employee's official duties.

SECTION 7. TERMINATION; SEVERANCE; ACCRUED LEAVE

a. The Town Commission may terminate Employee at any time in accordance with the Town Charter and applicable law.

- b. If the Town terminates Employee for a reason other than misconduct as defined by section 443.036, Florida Statutes, the Town shall provide severance pay equal to twenty (20) weeks of Employee's then-current base compensation, subject to section 215.425, Florida Statutes. No severance pay shall be due if Employee is terminated for misconduct as defined by applicable Florida law.
- c. Nonrenewal by the Town, if timely notice is provided under Section 2, shall not constitute a termination triggering severance unless the Town relieves Employee of duties before the end of the contract term without misconduct. The parties may revise this provision by written amendment approved by the Town Commission.
- d. Payment for earned and accrued annual and sick leave under Section 4 shall be made upon separation independently of severance and shall not be treated as severance to the extent provided by Florida law.

SECTION 8. INDEMNIFICATION AND LEGAL DEFENSE

To the fullest extent permitted by Florida law, the Town shall provide a legal defense and indemnification for Employee for claims, demands, or legal actions arising from acts or omissions within the course and scope of Employee's official duties. This provision does not extend to conduct for which indemnification is prohibited by law, including conduct outside the course and scope of employment or conduct committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SECTION 9. BONDS

The Town shall pay the cost of any fidelity, public-official, or other bond required for Employee by law, ordinance, policy, or the Town Commission.

SECTION 10. OTHER TERMS AND CONDITIONS

- a. Except as expressly modified by this Agreement, Employee remains subject to generally applicable Town personnel policies that are not inconsistent with the Town Charter, applicable law, or this Agreement. In the event of a conflict between this Agreement and the Town's Personnel Policy, Pay Plan, or other administrative policy concerning Employee's compensation, benefits, leave, termination, or other terms expressly addressed herein, this Agreement shall control to the extent legally permissible.
- b. This Agreement constitutes the entire agreement between the parties concerning Employee's employment and, effective October 1, 2026, supersedes and replaces the Professional Services Agreement originally effective June 7, 2021, and any extensions, renewals, or understandings arising from that agreement. Nothing in this Agreement shall be construed to interrupt Employee's continuous service with the Town beginning June 7, 2021. Any amendment must be in writing and approved by the Town Commission.
- c. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect.
- d. No provision of this Agreement shall be construed to require payment of compensation prohibited by section 215.425, Florida Statutes, or any other applicable law.

SECTION 11. NOTICES

Written notices required under this Agreement shall be delivered personally, by recognized overnight delivery service, or by certified U.S. mail to the Town at Town Hall, 706 NE Chokolka Boulevard, Micanopy, Florida 32667, and to Employee at the most recent mailing address maintained in the Town's personnel records. Notice is effective upon delivery or documented refusal of delivery.

SECTION 12. EFFECTIVE DATE AND APPROVAL

This Agreement shall be effective October 1, 2026, provided it has been approved by the Town Commission and executed by the parties. If executed after October 1, 2026, the parties shall consult with the Town Attorney regarding the lawful effective date before execution. The Town Attorney may make non-

substantive corrections necessary for form, statutory citations, or consistency, provided no material compensation or benefit term is changed without Commission approval.

TOWN OF MICANOPY, FLORIDA

By: _____

Mayor

Date: _____

EMPLOYEE

By: _____

Sara Samario, Town Administrator

Date: _____

ATTEST: _____ Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: _____ Town
Attorney