



EMPLOYMENT AGREEMENT CITY MANAGER

THIS AGREEMENT is made and entered into this 27th day of DECEMBER, 2018, between the **City of Palm Bay**, a Florida municipal corporation (hereinafter, "CITY") and **Lisa Morrell** (hereinafter, "CITY MANAGER").

IN CONSIDERATION of the mutual covenants below, sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Appointment of the City Manager.

Pursuant to Section 4.011 of the City Charter of the City of Palm Bay, the CITY, acting through its City Council, appoints Lisa Morrell as its CITY MANAGER, effective December 6, 2018.

SECTION 2. Duties.

CITY MANAGER shall perform the functions and duties of CITY MANAGER as set forth in the City's charter, ordinances, regulations, rules, policies and standards and shall perform such other associated and legally required duties and functions as the City Council shall from time to time direct and assign to CITY MANAGER. CITY MANAGER agrees to perform all such functions and duties faithfully, competently, professionally, and promptly to the best of CITY MANAGER's ability.

SECTION 3. Performance Evaluation.

The City Council shall have the right to conduct an annual evaluation of CITY MANAGER, and the parties agree that such annual review and evaluation shall take place in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with specific written criteria developed by the City Council, in conjunction with CITY MANAGER.

SECTION 4. Annual Base Salary.

The base salary of CITY MANAGER shall be \$165,000, which shall be payable in installments at the same time that other employees of the City of Palm Bay are paid. Each year thereafter, CITY MANAGER shall receive a fiscal-year salary increase to her annual base salary at the same time that the CITY provides pay increases for Group 1 employees of the CITY. CITY MANAGER's annual base salary shall be increased by the amount awarded to Group 1 employees.

SECTION 5. Severance Clause.

CITY MANAGER shall receive five (5) weeks of compensation if her employment is terminated, as provided for in section 215.425(4)(a)1., Florida Statutes (2018). The amount of severance will automatically increase by five (5) weeks on the anniversary date of the CITY MANAGER's appointment. The automatic increases to the weeks of severance will cease after

year four (4). Under no circumstances shall severance pay exceed an amount greater than 20 weeks of compensation. Per section 215.425(4)(a)2., the payment of severance shall be prohibited if CITY MANAGER is fired for misconduct, as defined in s. 443.036(29), Florida Statutes, by CITY.

SECTION 6. Benefits.

Unless otherwise specified in this Agreement, CITY MANAGER shall be considered a Group 1 employee for the purpose of determining entitlement to employment benefits.

SECTION 7. Deferred Compensation.

CITY agrees to pay, on CITY MANAGER'S behalf, seven percent (7%) per year into the International City and County Management Association - Retirement Corporation (ICMA-RC) 457 Deferred Compensation Plan. CITY agrees to authorize all necessary arrangements required by the ICMA-RC for CITY MANAGER's continued participation in the 457 Deferred Compensation Plan. CITY further agrees to transfer ownership to CITY MANAGER the Plan account funds upon CITY MANAGER's resignation or termination.

SECTION 8. Pension.

The CITY agrees to pay, on CITY MANAGER's behalf, the same percentage of CITY MANAGER's salary as is paid by the CITY on behalf of Group 1 employees into the 401(a) Executive Retirement Plan each pay period. The CITY agrees to execute all necessary agreements required for the CITY MANAGER's participation in the 401(a) Executive Retirement Plan. The CITY further agrees to transfer CITY MANAGER's 401(a) Executive Retirement Plan account to succeeding employers of CITY MANAGER.

SECTION 9. Automobile Allowance.

CITY shall provide CITY MANAGER with an automobile allowance to the same extent and subject to the same terms and conditions provided to Group 1 employees.

SECTION 10. Executive Expense Allowance.

CITY MANAGER shall receive a monthly Executive Expense Allowance of Two Hundred Fifty Dollars (\$250.00). The allowance is a discretionary expenditure fund, and the CITY MANAGER is not required to account for expenditures from the allowance.

SECTION 11. Use of Computer and Cell Phone.

The CITY acknowledges that the CITY MANAGER is engaged in the business of the CITY on a continual basis and authorizes the CITY MANAGER to use CITY-issued equipment, specifically, but not limited to, computer and cell phone for incidental use.

SECTION 12. Medical, Dental and Life Insurance.

The CITY agrees to provide comprehensive medical, dental and term life insurance for CITY MANAGER and her family equal to that which is provided to Group 1 employees and to pay the total premiums for this coverage.

SECTION 13. Disability Insurance.

The CITY agrees to provide CITY MANAGER with coverage under its standard disability insurance policy.

SECTION 14. Sick, Annual, Holiday, Administrative and Military Leave.

CITY MANAGER shall accrue sick, annual, holiday, administrative, and military leave under the same conditions as Group 1 employees. Accrued sick, annual, and administrative leave shall be paid at the time of separation.

SECTION 15. Dues and Subscriptions.

CITY agrees to pay CITY MANAGER's professional dues and section memberships with both International City/County Management Association and Florida City and County Management Association.

SECTION 16. Professional Development.

The CITY agrees to pay reasonable and customary travel and subsistence expenses for the CITY MANAGER's travel and attendance at the annual conferences for both the International City/County Management Association and Florida City and County Management Association. The CITY shall pay for CITY MANAGER's attendance at other seminars, conferences, and committee meetings as are approved in the CITY's annual budget or as authorized by the City Council.

SECTION 17. Outside Activities.

CITY MANAGER shall not engage in any outside work that provides an impermissible conflict of interest.

SECTION 18. Termination.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of the CITY to terminate the services of CITY MANAGER at any time, with or without cause, in accordance with section 4.012 of the City Charter of the City of Palm Bay.

SECTION 19. Commitment.

In the event CITY MANAGER voluntarily resigns her position with CITY, CITY MANAGER shall give CITY thirty (30) days advance, written notice, unless CITY agrees to waive such notice requirement.

SECTION 20. Indemnification.

The provisions of section 34.13, Code of Ordinances, and sections 111.07 and 111.071, Florida Statutes (2018) shall apply to any legal action brought against CITY MANAGER. This section shall survive the termination of this Agreement or any other separation of CITY MANAGER's employment.

SECTION 21. Renegotiation of Provisions.

Either party may request renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, those terms will remain unchanged.

SECTION 22. Reduction of Pay/Benefits.

If CITY reduces the annual financial benefits of Group 1 employees, the CITY MANAGER's financial benefits will also be reduced accordingly.

SECTION 23. General Provisions.

A. The provisions of this Agreement constitute the entire understanding between the parties. No other representations or understandings are binding on CITY and CITY MANAGER unless contained in this Agreement.

B. Upon CITY MANAGER'S death, the CITY'S obligations under the Agreement shall terminate, except for:

- 1) Transfer of balances in CITY MANAGER's ICMA 457 Deferred Compensation Plan and 401(a) Executive Retirement Plan to her designated beneficiaries;
- 2) Payment of accrued leave balances in accordance with this Agreement;
- 3) Payment of all outstanding hospitalization, medical and dental bills, in accordance with CITY's insurance policies or plans;
- 4) Payment of all life insurance and disability benefits;
- 5) Any other benefits provided to Group 1 employees in the event of death; and
- 6) Indemnification in accordance with **SECTION 18.**, *supra*, in addition to any other protections that may be afforded city employees in accordance with the Palm Bay Code of Ordinances or Florida Statutes, as may be applicable at the time of death.

C. CITY and CITY MANAGER each waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate state court, in and for Brevard County, Florida.

D. This Agreement shall be construed and governed by the laws of Florida.

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SECTION 24. Provisions in Conflict.

This Agreement shall supersede all provisions of CITY resolutions in conflict with this Agreement, to the extent of such conflict.

SECTION 25. Severability.

In the event that any provision of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect.

SECTION 26. Effective Date of Agreement.

This Agreement shall become effective upon the modified date as stated within Section 1 herein.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its Mayor and duly attested to by its City Clerk; and agreed to, accepted and executed by CITY MANAGER, in duplicate, on the respective dates under each signature.

ATTEST:

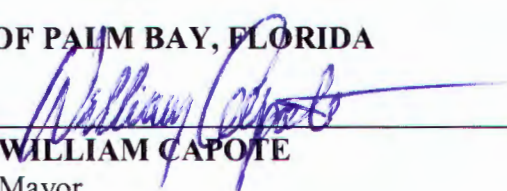


TERESE M. JONES, City Clerk

DATE: 12-27-18

CITY OF PALM BAY, FLORIDA

By



WILLIAM CAPOTE
Mayor

By



LISA MORRELL
City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of December 2018, by Lisa Morrell, as City Manager of the City of Palm Bay, who is personally known to me.





NOTARY PUBLIC, State of Florida