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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of Oct., 2009, by and between the City of Bunnell a municipal corporation of the State of Florida ("City"), and Armando G. Martinez ("City Manager and Director of Public Safety) as follows:

WITNESSETH:

WHEREAS, the Mayor and City Commission are committed to the Commission/City Manager form of government and to the related duties and responsibilities of the Commission and City Manager as described in the City Charter; and

WHEREAS, the City wishes to employ the services of Armando G. Martinez as City Manager of Bunnell, Florida, and

WHEREAS, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Manager and Director of Public Safety while providing inducement for him to accept and remain in said employment; and

WHEREAS, Manager desires to accept employment as City Manager and Director of Public Safety of Bunnell, Florida.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

City hereby agrees to employ Armando G. Martinez as the City Manager and Director of Public Safety of Bunnell to exercise the executive responsibilities and duties of local self-government not inconsistent with the City Charter, to perform the functions and duties specified in the Charter and City Ordinances and Code, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

SECTION 2. Term

A. Manager agrees to accept employment as the City Manager of Bunnell/Director of Public Safety on October 13, 2009, and to continue service thereafter in accordance with this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of City Manager/Director of Public Safety at any time, subject only to the provisions set forth in this Agreement and in the Charter.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager/Director of Public Safety to resign at any time from the position of City Manager/Director of Public Safety subject only to the provisions set forth in this Agreement.

D. The term of this contract shall be for one (1) year period beginning October 13, 2009 and terminating October 13, 2010. This contract shall be renewed for an additional two (2) one year periods unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the initial term or one of the two (2) one year renewed terms.

E. City Manager/Director of Public Safety agrees to remain in the exclusive employ of City and to not become employed by any other employer until termination date, unless termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on the City Manager/Director of Public Safety time off, provided the City is advised in writing of all such occasions, in advance.

SECTION 3. Termination and Severance

The City Manager/Director of Public Safety shall be eligible for severance pay subject to the following terms and conditions:

A. In the event City Manager/Director of Public Safety is terminated by the Commissioners during such time that City Manager is willing and able to perform the duties of City Manager/Director of Public Safety, then, and in that event, City agrees to pay City Manager/Director of Public Safety a lump sum cash payment equal to six (6) months aggregate salary; provided, however, that in the event City Manager/Director of Public Safety is terminated because of his conviction of a felony or terminated for commission of an act of moral turpitude, then, and in that event, City shall have no obligation to pay the aggregate severance sum designated in this Paragraph.

B. In the event City Manager/Director of Public Safety voluntarily resigns his position with City, then City Manager/Director of Public Safety shall not be eligible for severance pay unless the parties otherwise agree.

SECTION 4. Resignation

In the event City Manager voluntarily resigns his position with City, then City Manager/Director of Public Safety shall give City sixty (60) days written notice in advance, unless the parties agree otherwise.

SECTION 5. Disability

If City Manager/Director of Public Safety is unable to perform his duties for any reason, including but not limited to sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued personal leave, City shall have the option to terminate this Agreement provided that such termination is in full compliance with applicable state and federal laws.

SECTION 6. Salary and Evaluation

City agrees to initially pay City Manager/Director of Public Safety for his services pursuant hereto an annual base salary of Ninety Thousand Dollars (\$90,000.00) and cash payouts, payable in installments at the same time as other employees of City are paid. The Commission shall evaluate City Manager/Director of Public Safety performance annually and may consider upon each annual

performance evaluation such salary, benefit and/or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process, at a minimum, shall include (1) a written evaluation prepared by City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of the evaluation meeting. In addition, the City Manager/Director of Public Safety shall receive annual cost of living increases at the same times and in the same percentages as other City employees for the term of this Agreement and the term of any renewal hereof.

SECTION 7. Hazardous Duty Pay

City Manager/Director of Public Safety shall be entitled to Hazardous Duty pay of five hundred (\$500.00) dollars per month.

SECTION 8. Travel

The City Manager will retain the use of his currently assigned take home vehicle, and shall be allowed to use the vehicle for personal matters.

SECTION 9. Vacation Leave

At signature hereof, City Manager/Director of Public Safety shall be entitled to twenty (20) days of vacation leave and sick leave annually, earned in installments occurring simultaneously with payment of salary. City Manager/Director of Public Safety shall use no less than seven (7) days of personal leave each calendar year. Upon termination of employment, City Manager/Director of Public Safety shall be paid for all accrued but unused personal leave, not to exceed forty (40) days. In addition, the City Manager/Director of Public Safety will receive all other leave benefits provided to staff.

SECTION 10. Insurance

A. City agrees to provide directly to Manager/Director of Public Safety payments equaling the City's contribution to annual health insurance (\$4,735.00) and annual dental (\$437.00) insurance.

B. City agrees to indemnify, defend and hold City Manager/Director of Public Safety harmless from any and all claims that may arise out of City Manager/Director of Public Safety employment with City provided City Manager/Director of Public Safety is acting within the scope, terms and conditions of his employment. To that end, City shall provide insurance coverage to protect and defend City Manager/Director of Public Safety from and against tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Manager/Director of Public Safety duties as City Manager/Director of Public Safety, unless he acted in bad faith with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. City may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon. Nothing herein shall be construed to waive or extend City's sovereign immunity limitation.

C. City shall bear the full cost of any fidelity or other bonds required of Manager/Director of Public Safety under any law or ordinance.

SECTION 11. Professional Development

City Manager/Director of Public Safety shall have an annual budget, not to exceed four thousand (\$4,000.00) dollars, for reasonable expenses associated with professional development unless otherwise approved by the Commission.

SECTION 12. Memberships

City agrees to budget and pay for City Manager/Director of Public Safety membership in the International City/County Managers Association (ICMA), the Florida City/County Manager's Association (FCCMA), the Florida and American Planning Association, to include the American Institute of Certified Planners (AICP), Florida Police Chiefs Association, International Association of Chiefs of Police and for related professional publications and conferences/training.

SECTION 13. Business Expenses

City shall reimburse, or may pay directly, for all City Manager/Director of Public Safety reasonable and necessary employment based expenses in accordance with City rules and regulations.

SECTION 14. Retirement

City agrees to annually contribute to the Florida Retirement System (FRS) the prevailing rate for the Special Risk classification.

SECTION 15. Other Terms and Conditions

A. City, in consultation with City Manager/Director of Public Safety, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to performance of City Manager/Director of Public Safety, provided such terms and conditions are not inconsistent with or in conflict with the Provisions of this Agreement, the City Charter or any other law.

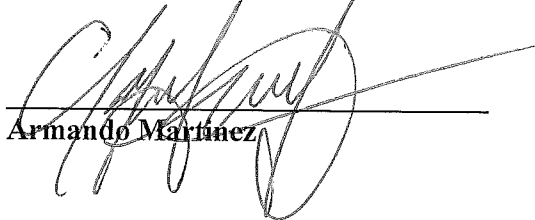
B. All provisions of the City Charter, Code of Ordinances and regulations and rules of City relating to leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they exist or hereinafter may be amended, also shall apply to City Manager/Director of Public Safety as they would to other managerial employees of City, except as herein specially provided.

SECTION 16. General Provisions


- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager/Director of Public Safety.
- C. This Agreement shall be effective upon execution.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Any notice required or permitted to be given under this Agreement shall be sufficient if hand delivered or sent by certified mail, return receipt requested, to his residence, in the case of City Manager/Director of Public Safety, or to its offices, in the case of City.

IN WITNESS WHEREOF, the City Commission of the City of Bunnell, Florida has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested, and the Manager has signed and executed this Agreement, both in duplicate, this 26th day of October 2009.

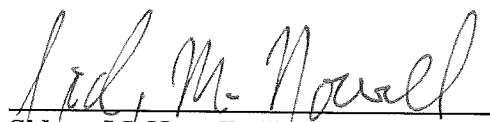
CITY MANAGER/DIRECTOR OF PUBLIC SAFETY


Armando Martinez

MAYOR, CITY OF BUNNELL, FLORIDA


Catherine Robinson

ATTEST:


Sidney M. Nowell, City Attorney