

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this day of June \_\_, 2019, by and between the City of Margate, Florida, a municipal corporation, hereinafter referred to as "Employer," and Larry Vignola, hereinafter called "Employee," both of whom understand as follows:

### **WITNESSETH**

WHEREAS, Employer desires to employ the services of Larry Vignola as Assistant City Manager of the City of Margate; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, it is the desire of Employer:

1. To secure and retain the services of Employee and to provide inducement for him to remain in such employment; and
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and
4. To provide a means for terminating Employee's services.

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

### **SECTION 1. DUTIES**

A. Employer hereby agrees to employ Larry Vignola as Assistant City Manager of the City of Margate to perform the functions and duties of the position specified in the job description, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign, effective upon the commencement of his employment as Assistant City Manager on June \_\_, 2019.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

C. This Agreement shall commence upon the effective date of any Resolution approved by the Commission authorizing Employer to execute this Agreement.

### **SECTION 2. TERMINATION AND SEVERANCE PAY:**

A. In the event Employee is removed or discharged by the Commission after six (6) months of employment, then Employer agrees to pay Employee severance pay in an amount equal to eight (8) weeks' gross salary plus the dollar value, as determined by the Employee's then current

base hourly rate of pay, of 100% of accumulated vacation leave hours subject to the accrual cap limits applicable to a City Department Head, 60% of accumulated sick leave hours subject to the accrual cap limits applicable to a City Department Head, and other eligible benefits accrued to the date of termination. The dollar value of the eight (8) week severance payment shall be subject to applicable Federal withholding tax and Social Security tax deductions. As consideration for such payment, Employee shall, prior to receipt thereof, execute and deliver to Employer a general release of Employer and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release. Said release to be prepared by an attorney of the Commission's choosing.

In the event Employee is terminated because of his entry of a plea of guilty or conviction of any crime involving moral turpitude related to his duties as Assistant City Manager, or in the event Employee is fired for "misconduct" as this term is defined in Sec. 443.036(29), Florida Statutes, Employer shall not pay the aggregate severance sum designated in this section except for payment of 100% of all accumulated types of leave and other eligible benefits. If reinstated, Employee shall receive full pay for the period intervening between his removal and his reinstatement.

B. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer sixty (60) days written notice in advance, unless the parties agree to another arrangement. Additionally, Employee shall not be entitled to receive the eight (8) week severance pay.

In the event of such a situation, at its sole option, Employer may require Employee to immediately vacate his position/employment and also to relinquish any and all emoluments of employment with the Employer, with the exception of his salary for said sixty (60) day period or any portion thereof, together with any type of accrued leave pay-out and all other eligible benefits accrued to the effective date of resignation.

### SECTION 3. SALARY:

Employer agrees to pay Employee for his services rendered pursuant hereto an annual starting base salary of \$[INSERT]. Employee shall be paid in installments at the same time other employees of the Employer are paid.

Employer agrees to increase the annual base salary each year by the cost of living adjustment/across the board pay increase, if any, that is granted to Department Heads of the City of Margate. In addition, Employee annual base salary may be increased from time to time by Employer in its discretion as it deems appropriate. Employer agrees to increase other benefits of Employee in such amounts and to such extent as the Commission may determine.

### SECTION 4. PERFORMANCE EVALUATION:

A. Employee shall be evaluated upon six (6) months of employment to determine whether he is eligible for a performance-based increase at such time.

B. The City Manager shall conduct a performance evaluation of Employee on a schedule, procedure, and process determined by the City Manager's sole discretion, subject to applicable provisions of Employer personnel rules and regulations.

## SECTION 5. PAID LEAVE AND BENEFITS:

All provisions of the City of Margate City Charter, Code of Ordinances, Resolutions, regulations and rules of the Employer relating to the use of vacation, sick, personal, holiday, and other leave, accrual of other fringe benefits including participation in the senior executive level of the Florida State Retirement System (FRS), and working conditions, as they now exist or hereafter may be increased, shall also apply to Employee as they would to Department Heads, except as noted herein. Employee will accrue, on a bi-weekly basis, one hundred twenty (120) hours of vacation annually and 96 hours of sick leave annually. The same shall be in addition to said benefits enumerated in this Agreement specifically for the benefit of Employee. Employee shall be entitled to receive holiday, personal and emergency response leave benefits as would be accorded any Department Head of the City of Margate, except as noted below.

Except as otherwise provided in Section 2A of this Agreement, upon resignation or termination, Employee shall be entitled to a cash out of 100% of accumulated vacation leave hours subject to the accrual cap limits applicable to a City Department Head and 60% of accumulated sick leave hours subject to the accrual cap limits applicable to a City Department Head based on Employee's then current base hourly rate of pay. The disbursement of said cash out shall be made via a lump sum payable to Employee within one (1) normal pay period of resignation or termination.

## SECTION 6. DISABILITY, HEALTH, AND LIFE INSURANCE:

The Employer hereby agrees to provide Employee with all insurance related benefits accorded any Department Head of the City of Margate including health and disability benefits. In addition, Employer shall pay the premium due for term life insurance in the amount of one (1) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiaries of the life insurance policy.

## SECTION 7. DUES AND SUBSCRIPTIONS:

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

## SECTION 8. PROFESSIONAL DEVELOPMENT:

A. Employee agrees to enroll in such training courses and classes to continue to qualify for the position in accordance with the job's minimum requirements, as soon as practicable upon commencing employment.

B. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee, and to adequately pursue necessary official and other functions for Employer.

C. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee to attend or participate in short courses, institutes, and any training and

educational conferences, seminars, symposiums, workshops, and similar opportunities that are necessary to meet the minimum qualifications and/or desirable for his professional development and for the good of the Employer.

#### SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine, from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Margate City Charter, or any other law.

#### SECTION 10. DEATH OF EMPLOYEE:

Upon Employee's death, Employer's obligations hereunder shall be the same as for any other Department Head of the City of Margate.

#### SECTION 11. 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 Employee.
- C. This Agreement may not be amended except by written agreement by and between the parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be 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. This Agreement has been negotiated and drafted by both parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.
- F. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the City of Margate has caused this Agreement to be signed by, executed in its behalf by, its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

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ATTEST

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk  
\_\_\_\_ day of June, 2019

\_\_\_\_\_  
Anthony N. Caggiano, Mayor  
\_\_\_\_ day of June, 2019

APPROVED AS TO FORM:

\_\_\_\_\_  
David M. Wolpin, Interim City Attorney  
\_\_\_\_ day of June, 2019

\_\_\_\_\_  
Cale Curtis, Interim City Manager  
\_\_\_\_ day of June, 2019

EMPLOYEE:

By: \_\_\_\_\_  
\_\_\_\_ day of June, 2019