

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 3rd day of April, 2012 by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation (hereinafter referred to as "Employer") as party of the first and RICHARD SCOTT MORGAN (hereinafter referred to as "Employee") as party of the second part, both of who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to retain the services of the Employee as City Manager; and

WHEREAS, it is the desire of the City Council to provide certain benefits, to set forth certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as City Manager; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association ("ICMA") and that Employee is subject to the ICMA Code of Ethics;

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

Section 1: Duties

Employer hereby agrees to continue to employ Richard Scott Morgan as City Manager of said Employer to perform functions and duties specified in the City Charter, Code of Ordinances, Personnel Policies, and job descriptions of the City of West Melbourne and to perform other legally permissible and proper duties and functions as the Council from time to time may assign.

Section 2: Term

A. Employee agrees to remain in the exclusive employ of the Employer through July 19, 2013 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 6 of this agreement.

D. This Agreement shall expire on the date identified in subparagraph A of this section. The City shall provide the Employee at least ninety (90) days of its intent not to renew this agreement. In the event that the agreement is not renewed, all compensation, benefits and requirements of this agreement shall remain in effect until the expiration of the term of the agreement unless Employee voluntarily resigns.

Section 3: Suspension

Employer may suspend the Employee without full pay and benefits at any time during the term of this agreement, but only if after a public hearing a majority of the Council votes to suspend Employee, "for cause", as defined in section 4B below, provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing by the Council member bringing such charges.

Section 4: Termination and Severance Pay

A. In the event Employee is terminated without cause by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee lump sum cash payment equal to three (3) months' aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned, vacation and personal leave accrued through the effective date of the termination. The Employer shall continue to pay for all health insurance benefits of the Employee for a period of three (3) months after termination. If Employee is terminated without cause less than three (3) months from termination of the contract, the Employee shall be paid only to the end of the contract period.

B. In the event the Employee is terminated for cause, then, in that event, employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph. For purposes herein the term "for cause" shall mean a removal from office pursuant to *F.S. 112.51* for misfeasance or malfeasance, or the conviction of any crime involving dishonesty, or the conviction of any crime designated as a felony under the laws of the jurisdiction imposing the penalty. The hearing requirements provided for in Section 3 above shall apply to a termination under this subsection.

C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination under Section A and be entitled to Severance Pay as provided for therein.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion and be entitled to Severance Pay as provided for in Section A above.

Section 5: Automobile and Equipment

A. The Employer shall furnish Employee an automobile for use and shall furnish fuel, maintenance, insurance and operating needs for said automobile. Employee's use of the automobile may be for business or personal purposes; however, personal use shall be restricted to an area within a 100-mile radius of the City of West Melbourne, unless traveling on official business for the City of West Melbourne. Employee shall be responsible for paying appropriate federal taxes on this benefit.

B. The City shall provide Employee with a cellular telephone.

Section 6: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, the Employee shall give Employer ninety (90) days notice in advance, unless the parties agree otherwise. If Employee shall resign then Employee shall be entitled to accrued benefits and no other severance.

Section 7: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate agreement, subject to the severance pay requirements of Section 4, paragraph A.

Section 8: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twelve Thousand Five Hundred and no/100 Dollars (\$112,500.00), payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Further, the Employer agrees to provide the Employee with a \$250.00 per month expense allowance to cover routine expenses associated with conducting Employer's business in the West Melbourne vicinity.

Section 9: Performance Evaluation

A. The Council shall review and evaluate the performance of the employee at least annually. Said review and evaluation shall be in accordance with specific criteria developed by the Employer. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Employee. Further, the Employer shall provide the

Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council. The evaluation shall be used as a consideration by the Council in its deliberations and determinations on renewing the Agreement and for considering salary and adjustments.

B. Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 10: Vacation, Sick and Military Leave

A. Employee shall accrue fifteen days per year of vacation leave. Sick leave, one personal leave per calendar year, all paid holidays off shall be provided Employee the same as other general employees.

B. Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

C. The Employee shall not accrue compensatory time.

Section 11: Disability, Health, Life Insurance and Retirement

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to two hundred thousand dollars (\$200,000.00), with the beneficiary named by Employee to receive any benefits paid.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided to all other general employees of Employer.

D. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

E. The City shall contribute on Employee's behalf the Employer's share for Employee to participate as an Executive member in the Florida Retirement System ("FRS").

Section 12: Dues and Subscriptions

Employer agrees to budget for and to pay for 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 13: Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee pursuant to applicable law and City policy for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

C. Employee shall be paid or reimbursed for all membership dues and the cost of attending national, state, and local associational conferences. Reimbursement for travel and expenses shall be subject to the policy and procedures set forth in the Code of the City of West Melbourne.

D. The City shall budget and pay for the cost of registration, course fees, books and materials, travel, and subsistence relating to training programs and advanced degree courses which serve to continue the professional and educational development of the Employee.

Section 14: Other Terms and Conditions of Employment

A. The Council, in consultation with the Manager, 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 provisions of this agreement, the City Charter, or any other law.

B. All provisions of the City charter and code, regulations and rules and policies of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other general employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 15: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor and City Council Members
City of West Melbourne
2240 Minton Road
West Melbourne, FL 32904

(2) EMPLOYEE: Richard Scott Morgan

At the permanent address on record
with the City of West Melbourne

(3) Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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 Employee.
- C. This agreement shall become effective April 3, 2012.
- 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. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties.

Section 17. Indemnification

Employer shall defend, save harmless and indemnify Employee *pursuant to F.S. 111.07 and 111.071*. The City shall be required to provide independent legal representation at Employer's expense to the Employee for any matter for which this indemnity shall apply. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appellate proceedings. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit. Such payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

IN WITNESS WHEREOF, the City of West Melbourne has caused this Agreement to be signed and 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.

EMPLOYER:

City of West Melbourne, a Florida
municipal corporation

By: Hal J. Rose
Hal J. Rose, Mayor

ATTEST:

Cynthia S. Hanscom
Cynthia S. Hanscom
City Clerk

EMPLOYEE:

Richard Scott Morgan
Richard Scott Morgan

AMENDMENT # 1 TO EMPLOYMENT AGREEMENT

This Amendment to that Employment Agreement dated May 21, 2013, made and entered into this 22nd day of October, 2014, by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation (hereinafter referred to as "Employer") as party of the first and RICHARD SCOTT MORGAN (hereinafter referred to as "Employee") as party of the second part, both of who understand as follows:

WITNESSETH:

WHEREAS, in recognition of the outstanding performance of Employee, at the West Melbourne City Council meeting of October 21, 2014, the City Council determined to increase the salary of Employee; and

WHEREAS, Employer and Employee desire that all other terms and conditions of the Employment Agreement dated May 21, 2013, remain unchanged.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree that Section 8 of the Employment Agreement dated May 21, 2013, is amended to read as follows:

Section 8: Salary

Through June 30, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twelve Thousand Five Hundred and no/100 Dollars (\$112,500.00), payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Fourteen Thousand Seven Hundred Fifty and no/100 Dollars (\$114,750.00) payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Seventeen Thousand Forty-Five and no/100 Dollars (\$117,045.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Nineteen Thousand Three Hundred Forty and no/100 Dollars (\$119,340.00) payable in installments at the same time as the other employees of the Employer are paid.

Further, the Employer agrees to provide the Employee with a \$250.00 per month expense allowance to cover routine expenses associated with conducting Employer's business in the West Melbourne vicinity.

The parties agree that all of the other terms and conditions of the Employment Agreement dated May 21, 2013, remain the same.

IN WITNESS WHEREOF, the CITY OF WEST MELBOURNE, a Florida municipal corporation and RICHARD SCOTT MORGAN, have caused this Amendment #1 to be executed on the day and year first written above.

EMPLOYER:

City of West Melbourne, a Florida municipal corporation

By: Hal J. Rose
Hal J. Rose, Mayor

ATTEST:

Sue Frank
Sue Frank
City Clerk

EMPLOYEE:

Richard Scott Morgan
Richard Scott Morgan

AMENDMENT #2 TO EMPLOYMENT AGREEMENT

This Second Amendment to that Employment Agreement dated May 21, 2013, made and entered into this 18th day of June, 2015, by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation (hereinafter referred to as "Employer") as party of the first and RICHARD SCOTT MORGAN (hereinafter referred to as "Employee") as party of the second part, both of who understand as follows:

WITNESSETH:

WHEREAS, in recognition of the outstanding performance of Employee, at the West Melbourne City Council meeting of June 16, 2015, the City Council voted to increase the salary of Employee by four percent (4%); and

WHEREAS, Employer and Employee desire that all other terms and conditions of the Employment Agreement dated May 21, 2013, remain unchanged.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree that Section 8 of the Employment Agreement dated May 21, 2013, is amended to read as follows:

Section 8: Salary

Through June 30, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twelve Thousand Five Hundred and no/00 Dollars (\$112,500.00), payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Fourteen Thousand Seven Hundred Fifty and no/100 Dollars (\$114,750.00) payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Seventeen Thousand Forty-Five and no/100 Dollars (\$117,045.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Nineteen Thousand Three Hundred Forty and no/00 Dollars (\$119,340.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2015, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twenty Four Thousand Seventy Two and no/00 Dollars (\$124,072.00) payable in installments at the same time as the other employees of the Employer are paid.

Further, the Employer agrees to provide the Employee with a \$250.00 per month expense allowance to cover routine expenses associated with conducting Employer's business in the West Melbourne vicinity.

The parties agree that all of the other terms and conditions of the Employment Agreement dated May 21, 2013, remain the same.

IN WITNESS WHEREOF, the CITY OF WEST MELBOURNE, a Florida municipal corporation and RICHARD SCOTT MORGAN, have caused this Amendment #2 to be executed on the day and year first written above.



Sue Frank
Sue Frank
City Clerk

EMPLOYER:

City of West Melbourne, a Florida
municipal corporation

By: Hal J. Rose
Hal J. Rose, Mayor

EMPLOYEE

Richard Scott Morgan
Richard Scott Morgan

AMENDMENT #3 TO EMPLOYMENT AGREEMENT

This Third Amendment to that Employment Agreement dated May 21, 2013, made and entered into this 20th day of September, 2016, by and between the CITY OF WEST MELBOURNE, a Florida municipal corporation (hereinafter referred to as "Employer"), and RICHARD SCOTT MORGAN (hereinafter referred to as "Employee"), both of whom understand as follows:

WITNESSETH:

WHEREAS, in recognition of the outstanding performance of Employee, at the West Melbourne City Council meeting of September 20, 2016, the City Council voted to increase the salary of Employee by three percent (3%); and

WHEREAS, Employer and Employee desire that all other terms and conditions of the Employment Agreement dated May 21, 2013, remain unchanged.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree that Section 8 of the Employment Agreement dated May 21, 2013, is hereby amended to read as follows:

Section 8: Salary

Through June 30, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twelve Thousand Five Hundred and no/00 Dollars (\$112,500.00), payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2013, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Fourteen Thousand Seven Hundred Fifty and no/100 Dollars (\$114,750.00) payable in installments at the same time as the other employees of the Employer are paid. Effective July 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Seventeen Thousand Forty-Five and no/100 Dollars (\$117,045.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2014, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Nineteen Thousand Three Hundred Forty and no/00 Dollars (\$119,340.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2015, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twenty Four Thousand Seventy Two and no/00 Dollars (\$124,072.00) payable in installments at the same time as the other employees of the Employer are paid. Effective October 1, 2016, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Twenty Seven Thousand Seven Hundred Twelve and no/00 Dollars (\$127,712.00) payable in installments at the same time as the other employees of the Employer are paid.

Further, the Employer agrees to provide the Employee with a \$250.00 per month expense allowance to cover routine expenses associated with conducting Employer's business in the West Melbourne vicinity.

The parties agree that all of the other terms and conditions of the Employment Agreement dated May 21, 2013, remain the same.

IN WITNESS WHEREOF, the CITY OF WEST MELBOURNE, a Florida municipal corporation and RICHARD SCOTT MORGAN, have caused this Amendment #3 to be executed on the day and year first written above.



Sue Frank
Sue Frank
City Clerk

EMPLOYER:

City of West Melbourne, a Florida
municipal corporation

By: Hal J. Rose
Hal J. Rose, Mayor

EMPLOYEE

Richard Scott Morgan
Richard Scott Morgan