

**EMPLOYMENT AGREEMENT FOR
ADMINISTRATOR OF ENGLEWOOD WATER DISTRICT (EWD)**

This Agreement is made this 4th day of February, 2010 at Englewood, Florida, between the Board of Supervisors of EWD, 201 Selma Avenue, Englewood, Florida 34223, hereinafter called "Employer" or "District", and Michael J. Ray, hereinafter called "Administrator".

RECITALS

WHEREAS, the EWD is an Independent Special District of the State of Florida created pursuant to Special Laws of Florida, Chapter 96-499, as amended, and;

WHEREAS, the District and Administrator wish to enter into this Employment Agreement in accordance with the Administrative Policies and Procedures as adopted by the District and amended from time to time; and

WHEREAS, Administrator is willing to be employed by District as Administrator of EWD, and District is willing to employ Administrator on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, Administrator agrees to serve, and to perform those duties, at such times, places and in such manner as provided herein.

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

ARTICLE 1

TERM AND PLACE OF EMPLOYMENT

1. **Contract Term** This Agreement will be effective as of March 7, 2010, and shall continue unless terminated as hereinafter provided.

2. **Place of Employment.** The Administrator shall perform his duties at the District's principal place of business, 201 Selma Avenue, Englewood, Florida 34223, and elsewhere within the District, and the State of Florida as necessary.
3. **Residence of Administrator.** It is recognized by the parties that the Administrator's residence is required to be within the boundaries of the EWD. The District may waive this requirement, in writing, at the request of the Administrator.
4. **Emergency Contact.** In no event shall the Administrator leave the EWD for a period of more than forty-eight (48) hours without providing a telephone number or other manner of contact to the Administrative Assistant or the Chair of the Board of Supervisors.

ARTICLE 2

COMPENSATION

1. **Salary.** Employer shall pay and Administrator shall accept as compensation for his services rendered hereunder, the sum of One Hundred Thousand, Seven Hundred Dollars (\$100,700.00) per year. **Pay Periods.** The Administrator's salary shall be payable in bi-weekly installments subject to applicable federal and state taxes, voluntary withholdings authorized by the Administrator and any other legally mandated deductions.
2. **Expense Reimbursement.** Reasonable expenses which may be incurred by the Administrator in the course and scope of his employment shall be reimbursed by the District. Mileage incurred by the Administrator in performing duties required under this Agreement shall be reimbursed at the rate authorized by the State of Florida. Approval of District is required for all expense reimbursements. Expenses exceeding \$200.00 must have the prior written approval of the District.
3. **Annual Performance Evaluation.** The Chair of the Board of Supervisors, with input from the other members of the Board, shall evaluate the Administrator on an annual basis with respect to all aspects of the Administrator's performance, including setting goals for the next year, annually during the month of March, beginning March, 2011. The input of each member of the Board, including the Chair, shall be given equal weight in the evaluation. The Administrator's annual salary shall be reviewed in accordance with such evaluation, and it shall be the duty of the Chair to recommend to the Board any adjustment in the Administrator's salary. Such recommendation shall then be voted upon by the entire Board. The effective date of any adjustment in the Administrator's

salary shall be the next full pay period following the vote, or if not done until after the month of March, retroactively to the last Board meeting in the month of March.

ARTICLE 3

DUTIES

The Administrator shall perform the duties as specified or directed by the District. The Administrator shall direct his time, ability, experience, attention and energies to the business of the EWD, acting at all times faithfully, industriously, and to the best of his ability. The duties of the Administrator, as the Administrative Head of the District, shall include, but not be limited to:

1. Implement the policies, rules, regulations, and procedures established by resolutions and directives of the Board. The Administrator shall be responsible to, and receive authority from the Board in the performance of duties. The Administrator shall attend all Board meetings and Committee meetings as appropriate.
2. Cooperate with committees in fulfilling their responsibilities.
3. Administer, direct, control, organize, plan and program all activities and functions of the District, maintaining expenditures within the limits of the budget approved by the Board. Develop policy for Board approval for delegation of authority for the proper commitment and expenditure of budgeted funds to optimize operational needs and fiscal accountability.
4. Develop and maintain an effective and harmonious organization for conducting the affairs of the District, and act as Personnel Officer of the District with authority to hire, fire, promote, transfer and reassign personnel to meet the operating needs of the District, including changes in pay of hourly employees within the range approved by the Board for that job classification.
5. Make recommendations regarding engineering or consulting services.
6. Make recommendations to committees on action necessary to fulfill duties.
7. Responsible for submittal of all permit applications for projects authorized by the Board, and sign or have signed on behalf of District statements of capacity or service availability.

8. Sign payroll checks. Finance director may sign payroll checks in the absence of the Administrator.
9. Approve change orders in construction projects, provided that the aggregate of such changes does not exceed 10% of the Board approved project cost, or \$25,000, whichever is less. When change orders are authorized by the Administrator, he shall prepare for the board written reports stating the basis of, and reasons for, any change orders.
10. Be responsible for the preparation and presentation of the annual budget for the District's operations. Upon budget approval by the Board, the Administrator is fully responsible to see that all requirements of that budget are fulfilled.
11. Annually present an organizational chart and accompanying job descriptions for all employees of the District to the Board for approval.
12. Perform as the District's liaison to the media for any inquiries regarding District business.
13. Attend community and civic organization meetings on behalf of the District, which may include, but not limited to, meetings of the area Chambers of Commerce, Kiwanis, Rotary, Lions and other similar civic organizations as well as attending meetings of neighborhood or homeowners' associations.

In certain instances, it may be appropriate for Administrator to have one or more of the above duties carried out by his duly appointed designee from time to time.

ARTICLE 4

OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

1. **Outside Employment.** The Administrator's position is a full-time position and shall be his primary employment. As such, the Administrator may not obtain any form of secondary or outside employment (including self-employment) without first making a formal written request to the Board of Supervisors. The Board of Supervisors may, in its sole discretion and for any reason, prohibit the Administrator from holding an outside job.

If the Board determines the Administrator will be able to effectively meet the performance standards for the job, and if the outside employment does not pose either a real or apparent conflict of interest with the Administrator's work at EWD, the Board may decide to permit the outside employment. If approval for outside employment is given, such approval may be rescinded by providing five (5) business days written notice to the Administrator that

such outside employment must cease. Such outside employment must not interfere in any way with the Administrator's ability to perform his duties at EWD.

2. **Conflict of Interest.** The Administrator shall disclose to the District any activities in which he may be involved which may have the potential of becoming or may be deemed by District to be a conflict of interest. In the event the District determines a conflict of interest exists, the activity creating the conflict of interest must immediately cease.

3. **Gifts and Gratuities.** The Administrator or any member of his family may not accept any gift or gratuity from any vendor or other person or entity with which the District is currently or may in the future do business, if such gift or gratuity has a value in excess of \$100, without first obtaining the consent of the Board.

ARTICLE 5

TERMINATION

Any termination action by the Employer shall be approved by an affirmative vote of three (3) members of the Board of Supervisors present at any Regular or Special Meeting at which such termination action is proposed. This Agreement may be terminated as follows:

1. **Death of Administrator.** In the event of death of the Administrator, this Agreement shall terminate and the Employer shall pay to the Estate of the Administrator, the Administrator's compensation which would otherwise be payable to the Administrator up to the end of the month in which death occurs. The Employer shall have no further financial obligations to the Administrator or the Administrator's Estate.

2. **Termination Without Cause.**

a. **By The Employer.** Employer may terminate this Agreement at any time with or without cause by providing five (5) months written notice ("notice period") to the Administrator. At the Employer's request, the Administrator shall continue to render services for such time as the Employer requires. If the Administrator fails to comply with the Employer's request to work during the notice period, then the Administrator's salary will cease as of the last day worked. If the Employer terminates this Agreement without cause and the Employer does not permit the Administrator to work during the notice period, the Employer shall continue to pay the monthly salary to the Administrator for the remainder of the notice period. Other than this pay during the notice period, and any Paid Time Off, no additional severance shall be due or paid to the Administrator.

However, if the Employer terminates this Agreement without cause prior to November 12, 2010, Administrator shall be placed in a position within District, with his previous salary and benefits, including any across-the-board salary increases or benefit terms offered to other employees through November 13, 2010.

b. **By the Administrator.** The Administrator may terminate this Agreement without cause by providing sixty (60) days notice to the Employer. The Employer may, in its discretion, waive all or any portion of the sixty (60) day notice period. If the Employer exercises this right to waiver, the parties shall negotiate Administrator's salary through termination.

3. **Termination For Cause** If this Agreement is terminated by the employer for cause as hereinafter defined, the Employer may terminate this Agreement, effective immediately with no prior notice. In that event, the Administrator shall be paid the salary up to the effective date of termination, and no further amounts shall be owed. Cause is defined as the occurrence of one or more of the following events:

- a. The Administrator commits fraud, dishonesty or other act(s) of conduct or misconduct detrimental to the Employer;
- b. The Administrator is arrested or indicted for a crime which is a felony or a crime of moral turpitude;
- c. The Administrator fails or refuses to faithfully or diligently perform the provisions of this Agreement or the usual and customary duties of employment after written notice and reasonable opportunity to cure the stated default;
- d. The employer is unable to obtain fidelity bond/liability insurance coverage for the Administrator in an amount deemed appropriate by Employer; or
- e. The Administrator fails or refuses to comply with the policies, standards, and regulations of the Employer as established from time to time.

4. **Disability of Administrator.** Except as prohibited by law, the Employer may terminate this Agreement if the Administrator shall become unable to perform the duties under this Employment Agreement due to disability, illness, or accident for a period of three (3) consecutive months or if the Administrator is unable or unwilling to perform his duties for a total period of seventy (70) days, exclusive of authorized Paid Time Off, during any twelve (12) month period irrespective of whether such days are consecutive. This paragraph shall not result in termination during any period of FMLA leave, unless the Administrator has been designated a key employee within the meaning of the FMLA. If the Employer terminates this Agreement in

accordance with this section, the Employer shall provide the Administrator with thirty (30) days written notice. Other than in accordance with the Paid Time Off section described below, the Employer shall have no obligation to continue payment of the Administrator's salary and no severance or other payment shall be made during the notice period.

5. **Duties Upon Termination.** The Administrator shall return all property belonging to the Employer upon termination. In addition, the Administrator shall assist the Employer in the smooth transition following the termination of this Agreement by either party.

ARTICLE 6

BENEFITS

1. **Insurance.** Employer shall make available to the Administrator medical, dental, disability, and life insurance equal to the benefits provided to employees of the District subject to the laws of the State of Florida.

2. **Workers' Compensation.** Employer shall provide workers' compensation insurance to the Administrator in accordance with the laws of the State of Florida.

3. **Florida Retirement System.** The Administrator shall participate in the FRS in accordance with the rules of that plan.

4. **Holidays.** The Administrator shall have the same paid holidays designated by the District for all employees, but during such holidays he shall be on call to respond to any emergency. Holidays are subject to change by action of the Board of Supervisors. Any holiday which falls on a Saturday shall be observed on the preceding Friday. Any holiday which falls on a Sunday shall be observed the following Monday.

5. **Paid Time Off.**

a. The Administrator shall accrue vacation, personal and/or sick leave in accordance with the policies of the District for all other employees, but during such time, and with the exception of sick leave, he shall be on call to respond to any emergency. Administrator shall be entitled to carry over his currently accrued leave from his current position.

b. PTO of more than five (5) consecutive business days shall require the prior approval of the Board of supervisors, which approval may be withheld if, in the opinion of the Board, the Administrator's presence is deemed necessary for the smooth functioning of the district's operation during the days requested.

c. If this Agreement is terminated by the District or the Administrator, the Administrator shall receive pay for any unused PTO.

ARTICLE 7

INDEMNIFICATION

EWD shall indemnify, hold harmless and defend the Administrator from any and all claims other than as specified below arising out of or directly within the scope of the Administrator's appropriate, authorized performance of his duties as directed by the Board of Supervisors of the EWD. In such case, the Board of Supervisors may select an attorney and shall pay the legal expenses and costs of defending the Administrator. Notwithstanding this paragraph, the District shall not indemnify, hold harmless or defend the Administrator for any intentional wrongful acts, for any alleged crimes, or for any action the administrator may bring against the District.

ARTICLE 8

AGENCY

Except as described under Article 3 above, notwithstanding anything herein contained to the contrary, the Administrator shall not have the right to make any contracts or commitments for or on behalf of EWD without first obtaining the consent and written approval of the Board of Supervisors of EWD.

ARTICLE 9

PRESERVATION OF RECORDS

All official records, tapes, letters, correspondence, or other tangible records or documentation of any nature made, used or received by the Administrator during the course of his employment hereunder shall be the sole property of EWD and shall not be destroyed or permanently removed from EWD without express authority of the board of Supervisors of the EWD.

ARTICLE 10

CONTINUING EDUCATION

The Administrator shall be required to participate in continuing education related to the job as Administrator of District and to maintain all current licenses and certificates. Such continuing education shall be at the expense of the District. The Administrator shall advise the Board in writing of the course(s) or seminar(s) he wishes to take and shall receive the prior written approval of the Board for such course(s).

ARTICLE 11

FIDELITY BOND

The Administrator shall provide all information and take all necessary action to enable the Employer to obtain a fidelity bond or coverage for employee dishonesty in an amount deemed sufficient by the Board of Supervisors and by a surety acceptable to the Board. All premiums shall be paid by the employer. Failure by the Administrator to qualify for or continue to qualify for such coverage shall result in the Administrator's termination for cause.

ARTICLE 12

MISCELLANEOUS

1. **Choice of Law and Venue.** This Agreement shall be governed and interpreted under the Laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be brought in the courts in and for Sarasota County, Florida.
2. **Notices.** Any notice required or permitted to be given this Agreement shall be sufficient if in writing and delivered personally to the Administrator at the office of the Employer, or if sent by certified mail to Administrator's residence. Notice to the District shall be sent by the Administrator by certified mail to the District's address stated above. The effective date of such notice shall be the date of actual receipt, or five (5) business days after mailing if the addressee does not accept the certified mail.
3. **Waiver.** The failure of either party to demand strict enforcement of any of the terms of this Agreement shall not be deemed a waiver of the right to enforce any or all of the provisions of this Agreement.
4. **Knowledge of Contents of Agreement.** In signing this Agreement the parties acknowledge they have read the Agreement in its entirety and understand the provisions contained herein.

5. **Right to Counsel.** The Administrator acknowledges that he has been informed that he is entitled to receive legal counsel and advice regarding this Agreement.

6. **Entire Agreement and Modification.** This writing contains the entire agreement of the parties, shall supersede all prior understands or agreements, whether oral or written, between the parties, and any modification must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Englewood, Sarasota County, Florida on the day and year first written above.

DISTRICT

ADMINISTRATOR

By: Steve Samuels, Chair

Michael J. Ray

Englewood Water District