

RESOLUTION 07-2021

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF LISA MORRELL AS THE MALABAR SPECIAL PROJECTS MANAGER; PROVIDING FOR ADDITIONAL TEMPORARY DUTIES; PROVIDING FOR A TERM; PROVIDING FOR REMUNERATION AND BENEFITS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has determined the benefit of hiring Lisa Morrell as the Malabar Special Projects Manager to improve various Capital Projects currently underway or planned; and new projects to benefit and improve the overall condition of the Town for a two-year period beginning on October 1, 2021; and

WHEREAS, Malabar Town Council has been notified that the current Town Manager continues to serve temporary military active duty for possibly three (3) more months until January 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Lisa Morrell as the Malabar Special Projects Manager to begin on October 1, 2021 for two-years as described in Exhibit "A".

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby directs Lisa Morrell to continue covering the employment requirements of the Town Manager until his return in January 2022 in addition to the duties as Malabar Special Projects Manager as described in Exhibit "A".

Section 3. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the contract for these services to be executed.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member Scardino. This motion was seconded by Council Member Vail and, upon being put to vote, the vote was as follows:

Council Member Marisa Acquaviva	Aye
Council Member Brian Vail	Aye
Council Member Steve Rivet	Aye
Council Member Dave Scardino	Aye
Council Member Danny White	Aye

This Resolution was then declared to be duly passed and adopted this 16th day of August 2021.

TOWN OF MALABAR

By: original signed
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Debby K. Franklin, C.M.C.
Town Clerk/Treasurer

(seal)

Approved as to form and content:

Karl W. Bohne, Jr.
Karl W. Bohne, Jr., Town Attorney

Exhibit "A" of Reso 07-2021 Contract for Special Projects Manager

EMPLOYMENT AGREEMENT FOR SPECIAL PROJECT MANAGER

THIS AGREEMENT made and entered into on the 16th day of August, 2021, by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, Brevard County (hereafter the "Employer"), and Lisa Morrell (hereafter the "Employee").

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Special Projects Manager for an period of two (2) years beginning October 1, 2021; and,

WHEREAS, it is the desire of the Town Council to provide certain salary and benefits, to establish certain expectations of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Special Projects Manager of the Town of Malabar.

ARTICLE I - Term of Employment

1.01 The Town employs Employee, and Employee has accepted employment with Town upon the conditions set forth herein for a two-year term beginning October 1, 2021. During the first 90 days of employment, the Employee shall be continue to act as the Interim Town Manager until Town Manager Matthew Stinnett returns from Military Duty, in addition to the new projects. As an Employee with the title of Special Projects Manager she shall accrue benefits under Article IV.

ARTICLE II - Employee's Duties

2.01 The Employee is hereby employed as the Special Projects Manager of the Town of Malabar, Florida as discussed at the Council meeting on July 26, 2021. Such assignments will be bulleted here:

- Complete the RFP process for Solid Waste Collection
 - Complete the negotiation, transition and propose funding options
- Economic Recovery and Development Projects
 - Propose projects that encourage non-point access
- ARPA projects – propose and oversight
 - extend city water to Malabar Community Park (future town hall)
- Charter Review and Update (hasn't been done since 2003)
- Stormwater Masterplan follow-up with actual stormwater projects (five proposed)
- Scheduling and prioritizing capital road paving projects (Corey, Weber, Rocky Pt)
- Oversee the completion of the LDC and Code updates
- Grants Administrator
 - Pursue funding through F.I.N.D. for riverfront access
- Employee shall perform those duties specified in the meeting of 7/26/2021

- 2.02 In addition to the assignments specified in 2.01 the Town Employee with the title of Special Projects Manager shall continue acting as the Interim Town Manager until the return of Town Manager Matthew Stinnett.
- 2.03 Employee agrees to perform these duties to the best of her ability, and to perform those duties in a manner consistent with the best interests of the Town and in a professional and ethical manner.
- 2.04 The Employee shall devote substantially all of her productive time, ability, and attention to the business of the Town, both during normal business hours and outside normal business hours as the business of the Town may require, such as attending Council, Board and Committee meetings. To that end, it is agreed, that as compensation for time spent on Town business during non-business hours, the Employee shall be entitled to take compensatory time off as they shall deem appropriate during normal business hours within same pay period. This compensatory time off shall have no cash value as outlined in the Employee Manual. Employee shall not be involved in non-employee connected business for remuneration without approval of the Town Council.

ARTICLE III - Compensation

- 3.01 The Town agrees to pay Employee for their services rendered an annual base salary of \$100,000.00, payable in installments at the same time as other employees of the Town are paid. The Employee shall be required to keep a time sheet and submit it to the Clerk each pay period to track regular, vacation, sick and compensatory time off.
- 3.02 The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee.

ARTICLE IV - Employee Benefits

- 4.01 Employee shall be entitled to participate in any Employee benefit plan established by the Town. This includes Health, Dental, Vision insurance for family coverage paid 100% by the Town; a Life insurance policy equal to (1X) the annual wages; and Short-term and Long-term Leave provided to all Fulltime employees at Town's expense.
- 4.02 The Town agrees to pay the required contribution for Regular Class of the Employer portion for inclusion in the Florida Retirement System. This reduction from Senior Management is due to the new Employment classification not having any control over subordinate employees. The employee shall be required to pay the employee portion just as other Town employees.
- 4.03 Employee shall annually accrue sick leave on the same basis and at the same rate as other Town employees and is held to the same limits per the Employee Manual. Employee may participate in any refunding program for sick leave offered to other employees.
- 4.04 Employee will earn 18 days' vacation annually, accrued at 1-1/2 days per month. The Employee shall be required to take five consecutive days off each year per the Employee Manual. The Employee shall get Town Council approval of the taking of vacation time by the Employee
- 4.05 The Town hereby agrees to budget for and to pay the travel and subsistence expenses for travel outside Brevard County of Employee for official travel, meetings, conferences and seminars to adequately pursue the necessary official and other functions for the Town, based on the miles recorded for Town business on a an Employer provided mileage log similar to what other employees complete based on Florida Statutes limits as

currently set at .445 cents per mile and as defined in Florida Statutes 112.012, including but not limited to the Annual Conferences of the Florida League of Cities, GFOA, FCCMA and such other national, regional, state and local government organization groups and committees thereof which Employee serves as a member.

- The Town also agrees to budget and to pay for the registration fees of Employee for short courses, institutes and seminars that are necessary for their professional development and for the good of the Town.
 - The Town shall pay 100% of the Employee's annual professional organizational dues.
- 4.06 The Town shall defend, save harmless and indemnify Employee *pursuant to F.S. 111.07 and 111.071*. The Town shall be required to provide independent legal representation at the Town's expense to the Employee for any matter for which this indemnity shall apply. Legal representation, provided by the Town for Employee, shall extend until a final determination of the legal action including any appellate proceedings. Employee recognizes that the Town 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.

ARTICLE V - Termination, Severance Pay, and Suspension

- 5.01 In the event employment of Employee is terminated at the pleasure of the Town or for any reason other than those set forth in paragraph 5.02 of this article, the Employee shall receive a lump sum cash payment equal to two (2) months aggregate salary computed as of the time of termination. Employee shall also receive full pay for unused vacation and accrued sick leave up to the caps provided in the Employee Manual.
- 5.02 In the event Employee is terminated for cause then the Town shall have no obligation to pay aggregate future salary but shall pay accumulated vacation above up to the caps provided in the Employee Manual. For purposes herein the Term "for cause" shall mean the grounds for removal from office in *F.S. 112.51*, misconduct as defined in *F.S. 443.036 (29)* and 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, breach of this Agreement, violation of the Town Charter, code of ordinances, resolutions and rules or employment policies of the town. For purposes of this section the term "conviction" shall mean a plea of no contest, a plea or adjudication of guilt or withholding guilt, or any plea involving entry into or participation in any diversion program. The Town Council may terminate the Employee without full pay and benefits at any time during the term of this Agreement based upon the grounds in this section, but only if after a public hearing a majority of the Council (3 members) votes to terminate Employee, "for cause", provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.
- 5.03 In the event Employee voluntarily resigns their position with the Town, then Employee shall give the Town thirty (30) days written notice in advance, unless the parties other-wise agree. Employee will be entitled to full pay for all accumulated vacation and accrued sick leave at their then-current salary up to the caps as set forth in the Employee Manual. The employee shall be entitled to compensation for work performed before the effective date of their resignation.
- 5.04 Suspension: The Town Council 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 (3 members) votes to suspend Employee, "for cause", as defined

in section 5.02 above, provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.

- 5.05 Disability: If Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, The Town shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 5.01. Nothing herein is intended to override the provisions of the Family Medical Leave Act.

ARTICLE VI - General Provisions

- 6.01 The text herein shall constitute the entire Agreement between the parties along with a copy of the current Employee Manual. This Agreement shall be binding upon and inure to the benefit of the Employee heirs at law and executors of Employee.
- 6.02 This Agreement shall become effective on the date of its approval by the Town Council.
- 6.03 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first written above.

Witness

Lisa Morrell, Special Projects Manager

Witness

THE TOWN OF MALABAR

By: original signed
Mayor Patrick T. Reilly

ATTEST:

Debby K. Franklin, C.M.C. Town Clerk/Treasurer