

**EMPLOYMENT AGREEMENT BETWEEN
CHILDREN'S TRUST OF ALACHUA COUNTY
AND COLIN G. MURPHY**

THIS AGREEMENT, made and entered into this 27 day of January, AD., 2020, by and between the Children's Trust of Alachua County, an independent special district located in Alachua County, Florida, hereinafter referred to as the "CTAC," and Colin G. Murphy, hereinafter referred to as the "Director" and is effective on February 3, 2020;

WITNESSETH:

WHEREAS, Section 26.03 of the Alachua County Code of Ordinances requires the CTAC to employ and pay personnel needed to execute CTAC's powers and functions; and

WHEREAS, CTAC desires to employ an Executive Director to serve as CTAC's chief executive officer; and

WHEREAS, CTAC desires to employ the services of Colin G. Murphy as Executive Director; and,

WHEREAS, it is the desire of CTAC to provide certain benefits and establish certain conditions of employment for the Executive Director; and

WHEREAS, it is the desire of CTAC to secure and retain the services of Colin G. Murphy as the Executive Director and to provide inducement for the Director to remain in such employment, to make possible full work productivity by assuring the Director's morale and peace of mind with respect to future security, to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Director, and to provide a just means for terminating the Director's services at such time as the Director may not be able to fully discharge the duties or when CTAC may otherwise desire to terminate the Director's employment; and

WHEREAS, Colin G. Murphy desires to accept employment as Executive Director of the Children's Trust of Alachua County; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree that this Agreement supersedes and replaces any prior agreement or negotiations with the Director, and further agree as follows:

Section 1. Appointment. CTAC appoints Colin G. Murphy as Director effective February 3, 2020, to perform the functions and duties specified in the Alachua County Code and to perform such other legally permissible and proper duties and functions as CTAC shall from time to time assign.

Section 2. Duties and Obligations.

A. Director shall exercise those powers enumerated in Florida Statute Section 125.901 and Alachua County Code Section 26.03 as directed by CTAC, and shall perform any other legally permissible and proper duties and functions as may be assigned by CTAC. Specifically, the Director shall be responsible for the management, administration, supervision, and oversight of all CTAC programs that presently exist or that may be created by CTAC. The Director shall be available to perform such duties and agrees to be available as needed. All duties required hereunder shall be performed by the Director personally or through the assistance of CTAC employees, if hired, assigned to the Director's staff concerning which the Director shall assume full responsibility; provided, however that nothing herein shall be deemed to absolve the Director of personal responsibility for the duties set forth herein. All acts performed by the Director, explicitly or impliedly, on behalf of CTAC shall be deemed authorized by CTAC as its agent, except that any act which constitutes willful misconduct or which may be knowingly unlawful shall be deemed to be an individual act of the Director without authority of CTAC.

B. Residence. As a condition of continued employment, the Director shall reside in Alachua County within six (6) months of the date of his appointment.

Section 3. Employment at Will.

A. The Director serves at the pleasure of CTAC. This Agreement shall commence on February 3, 2020, and continue indefinitely until the Director's employment is terminated by either party pursuant to the provisions of Sections 4 or 5, below.

B. If the Director's employment is terminated pursuant to Section 4, herein, upon mutual consent of the parties, the Director may continue to function in the role of Director until a permanent replacement shall be selected by CTAC, or through such period as the parties agree. In the absence of such mutual Agreement, the Director shall be free of all obligations of service to CTAC.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CTAC to terminate the employment of Director at any time, subject only to the provisions set forth in Section 4 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from the employment with CTAC, subject only to the provisions set forth in Section 5 of this Agreement.

E. Director shall, at all times, serve at the pleasure of CTAC without civil service protection and may be terminated at any time, subject to the conditions set forth herein. Nothing in this Agreement is intended to create a continuing contract under Section 121.055, Fla. Stat. Director understands that pursuant to an agreement by CTAC and the Alachua County Board of County Commissioners, his position is being funded by the CTAC through the Board of County Commissioners so that he is eligible for benefits as if he were a County Employee.

Notwithstanding, there is no employee/employer relationship between the Director and Alachua County and the Director is subject to the sole supervision and control of the CTAC. The Director further understands that the CTAC has the discretion to change his employment from one funded through the Board of County Commissioners to one funded directly by the CTAC.

Section 4. Termination and Severance Pay.

A. CTAC may, at any time whatsoever, for any reason, terminate the employment of the Director by an affirmative vote of a majority of the members of CTAC present. If such event should occur, the Director will be given written notice of the decision of CTAC not less than 30 calendar days prior to the effective date of the termination of the employment. The Director, as the initial executive director of CTAC, will be entitled to a lump-sum severance payment equal to 20 weeks of base salary following the effective date of termination (pursuant to Section 215.425(4)(a), Fla. Stat.).

B. CTAC shall not be required to pay the severance payments set forth in Section 4.A. above, in the event this Agreement is terminated by CTAC because of the Director's conviction (or plea of guilty or nolo contendere) of any felony act, because of the Director's misconduct as defined in Section 443.036(29), Florida Statutes, or because of the Director's death or voluntary resignation pursuant to Section 5, herein.

Section 5. Resignation. In the event the Director voluntarily resigns the position with CTAC, the Director hereby agrees to give CTAC not less than 60 days written notice prior to the effective date of any voluntary resignation and there is no severance pay due unless the parties agree otherwise.

Section 6. Compensation. CTAC shall pay the Director an annual base salary of \$110,000, payable in biweekly installments pursuant to Alachua County Board of County

Commissioners' policy. This base salary shall be reviewed annually subject to Section 11, Performance Evaluation. Salary may be increased in such amounts and to such an extent as CTAC may, from time to time, determine on the basis of annual review of the Director's performance. In addition to any performance-based pay increases, any annual cost-of-living increases given to all Alachua County employees will be provided at the same time to the Director as similar consideration is given to other employees generally.

Section 7. Other Benefits.

A. Leave. Except as may be amended by this Agreement, Director shall be entitled to leave, holidays and such other benefits as are granted generally to other employees of the Alachua County Board of County Commissioners, in accordance with adopted Alachua County Board of County Commissioners policy until and unless CTAC creates and enforces its own policies and procedures related to benefits; except that the Director shall accrue four (4) weeks annual leave per year. The Director shall be entitled to begin with three (3) weeks annual leave accrued and available when he commences employment. The Director shall be allowed to accrue and accumulate leave in accordance with Alachua County Board of County Commissioners' policy, unless and until CTAC adopts a leave policy. Upon separation from employment as Director, the Director shall be entitled to be paid for accrued leave at the Director's rate of pay on the effective date of separation in accordance with adopted Alachua County Board policy unless and until CTAC adopts a policy.

B. Florida Retirement System. In addition to the base salary paid by CTAC to the Director, CTAC acknowledges that the Director has elected to participate in the Florida Retirement System as a member of the senior management class and CTAC will pay the required employer's contribution on behalf of the Director.

C. Vehicle Allowance. CTAC shall pay the Director a \$300 (three hundred dollar) monthly car allowance. Such allowance is designed to reimburse the Director for all costs associated with the use of the Director's vehicle for CTAC business.

D. Health Insurance. The Director shall have the opportunity to participate in the health plan as available to Alachua County Board of County Commissioner employees at the same cost to the Director as provided to employees of the Alachua County Board of County Commissioner which coverage currently includes medical, dental and optical insurance, unless and until CTAC provides its own health plan.

E. Technology. CTAC shall provide Director with the use of a smart phone, subject to applicable CTAC policies and procedures, or in the absence of the same, subject to the Alachua County Board of County Commissioner's policies and procedures.

F. Moving Expenses. CTAC agrees to reimburse the Director for moving expenses up to \$2,500 incurred within the first six months following execution of this Agreement, upon receiving appropriate invoices. The Director acknowledges that such payment will be included in his gross income as wages.

G. Other Benefits. The Director shall have the opportunity to participate in such other benefits as are granted to other employees of the Alachua County Board of County Commissioners at the same cost to the Director as provided to Alachua County Board of County Commissioner employees, unless and until CTAC adopts its own benefits policies, then such policies and procedures shall prevail.

Section 8. No Reduction of Benefits. CTAC shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Director, except to

the degree of such a reduction for all CTAC employees, provided, however, CTAC shall not be required to hold the Director harmless from reductions imposed by the State.

Section 9. Continuing Education and Memberships.

A. CTAC agrees to pay for the professional dues and subscriptions of the Director necessary for the Director's continued and full participation in national, state and local associations and organizations necessary and desirable for the Director's professional development. Such expenditures are based upon budget approval by CTAC. The parties recognize that the Director's participation in professional organizations and associations provides a benefit to both CTAC and the Director.

B. The parties agree that it is necessary for the Director and beneficial to CTAC for the Director to attend professional conferences and training sessions associated with the Director's duties. CTAC agrees to allow the Director to attend professional association conferences or training sessions as selected by the Director and to pay the travel expenses of the Director pursuant to the Alachua County's Board of County Commissioners policy, unless and until CTAC adopts a travel policy, and Section 112.061, Fla. Stat. Such expenditures are based upon budget approval by CTAC.

Section 10. Outside Activities. The Director agrees to devote all of the Director's full working time to the performance of the responsibilities and duties under this Agreement and agrees not to engage in other paid employment without the prior consent of CTAC. This provision shall not include occasional teaching, writing or consulting during the Director's time off. The Director shall disclose to CTAC the terms of such teaching, writing, and consulting engagements.

Section 11. Performance Evaluation. CTAC shall review and evaluate the performance of the Director at least once each year. At such time the CTAC may increase base salary and/or

other benefits of the Director in such amounts and to such extent as it may determine that it is desirable to do so, in light of the performance by the Director.

Section 12. Suspension. CTAC may suspend the Director with full pay and benefits at any time during the term of employment by an affirmative vote of a majority of CTAC present; provided, however, that the Director shall have been given written notice by CTAC of the suspension with full pay and benefits at least 10 calendar days prior to the effective date of such action.

Section 13. Bonding. CTAC shall bear the full cost of any fidelity or other bonds required of the Director under any law or ordinance.

Section 14. Liability Insurance. CTAC shall provide for and maintain at its expense comprehensive liability insurance, including public officials employment liability insurance, covering the acts or omissions of the Director pursuant to this Agreement. Insurance coverage through CTAC's participation in a self-insurance fund program fulfills the requirements of this paragraph.

Section 15. Indemnification. If allowed by law, CTAC shall defend, hold harmless and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the performance of the duties as Director. CTAC will settle or litigate any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, to provide full and complete protection to Colin G. Murphy, by CTAC as described herein, for any acts undertaken or committed in the performance of the duties as Executive Director, regardless of whether the notice

or filing of a lawsuit for such tort, claim, demand, ethics complaint or other legal action occurs during or following Colin G. Murphy's employment with the Trust.

Section 16. Entire Agreement. The text of this document shall constitute the entire Agreement between the parties, except as may be amended in writing by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with general laws, special laws of the State of Florida, and local ordinances. Such laws shall take precedence over any part or portion of this Agreement.

Section 17. Non-assignment. The duties required to be performed hereunder by the Director, and all rights and obligations under this Agreement in favor of the Director, are personal and are not assignable.

Section 18. Severability. 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.

Section 19. Amendment. This Agreement shall not be amended except in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Executive Director Employment Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CTAC:

CHILDREN'S TRUST OF ALACHUA COUNTY
ADVISORY BOARD

By: 
Ken Cornell, Interim Chair

ATTEST:


Tina Certain

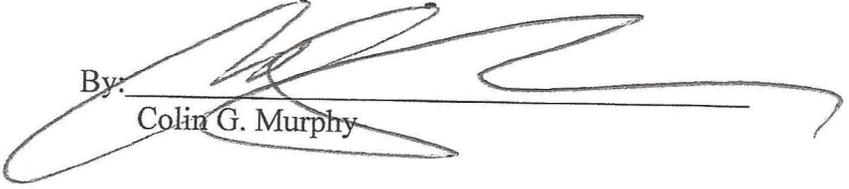
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APPROVED AS TO FORM


Interim CTAC Attorney

(signatures continued on next page)

DIRECTOR:

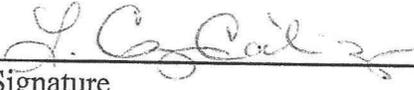
By: 

Colin G. Murphy

Witness #1 as to Director:

Witness #2 as to Director:


Signature


Signature

Ross Ambrose
Print Name

Lerra Cruz Caliz
Print Name