

CAPTIVA EROSION PREVENTION DISTRICT

RESOLUTION 2022-07

**APPROVING CHANGE IN BASE SALARY AND CONTRACT
FOR DIRECTOR OF OPERATIONS DANIEL MUNT**

A RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT APPROVING THE CHANGE IN BASE SALARY FOR DIRECTOR OF OPERATIONS DANIEL MUNT TO \$96,091 AND APPROVING CONTRACT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CEPD Board has published on a duly noticed agenda, reviewed, discussed and taken public comment the change in base salary and approval of a revised contract for Director of Operations Daniel Munt effective November 30, 2021.

WHEREAS, the CEPD Board desires to approve or approve with conditions the following attachments and course of action

NOW THEREFORE, BE IT RESOLVED by the CAPTIVA EROSION PREVENTION DISTRICT:

Section 1. The CEPD Board resolves and approves the following:

Change in base salary for Director of Operations Daniel Munt to \$96,091.00 beginning on November 30, 2021 as set forth in the contract documents attached to this Resolution, Exhibit A.

Section 2. This Resolution shall take effect immediately upon adoption.

DULY INTRODUCED, PASSED AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida on February 7th, 2022.

DocuSigned by:
John Silvia
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CEPD Chair

ATTEST: DocuSigned by:
Jennifer I. Nelson
799F04DDC50F44E...

CEPD Administrator

Approved as to legal sufficiency:

DocuSigned by:
[Signature]
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CAPTIVA EROSION PREVENTION DISTRICT
EMPLOYMENT AGREEMENT

This agreement made and entered into this **30th Day of November, 2021** by and between the Captiva Erosion Prevention District {CEPD), organized and existing under the laws of the State of Florida hereinafter referred to as "CEPD" and **Daniel Munt** to perform the duties of **Director of Operations**. In consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

CEPD hereby agrees to employ **Daniel Munt** to perform the duties of **Director of Operations** and to perform other legally permissible and proper duties and functions as the CEPD may from time-to time assign.

SECTION 2. TERM AND EFFECTIVE DATE

- A. This agreement shall take effect upon approval or ratification by CEPD on the date first entered above, with retroactive pay back to the prior 1 year expiration date of the previous contract. The parties agree to the exclusive employment that shall continue for one (1) year from the effective date set forth above. The agreement will automatically extend from year to year without change, or unless changed or modified by mutual agreement of the parties.
- B. The CEPD may terminate the employment at any time with 30 calendar days' notice without cause for any reason.
- C. The employee may voluntarily resign from CEPD with 60 calendar days' notice.

SECTION 3. SALARY

- A. CEPD agrees to pay **Daniel Munt** for all work an annual salary of **\$96,091** per year, apportioned and payable pro rata every two weeks. CEPD may review performance and increase the base salary and/or benefits of employee in such amounts and to such extent as the CEPD Board of Commissioners may determine it is desirable to do so based on periodic, but not less than annual, review of employee's performance and salary. Generally, work shall be conducted at the CEPD offices on Captiva unless work tasks require the presence at another location or unless working at CEPD office is not possible and must be conducted remotely due to pandemic, hurricanes or temporary emergency conditions. CEPD offices shall observe all national and state calendar holidays observed by Lee County unless specific duties require work during a holiday.

SECTION 4. OTHER BENEFITS, PAID TIME OFF (PTO).

- A. **BENEFIT STIPEND.** CEPD shall pay **Daniel Munt** a benefit stipend of **\$15,000** per year, apportioned and payable pro rata every two weeks that Employee can use to procure insurance or other desired benefits. Employee shall be solely responsible for procuring, and paying for, any and all desired health, disability, life insurance or retirement benefits. Employee shall be solely responsible for procuring, and paying for, any and all desired health, disability, life insurance or retirement benefits. The stipend payment shall cease at the end of the employment term, termination or resignation.
- B. **PAID TIME OFF.** **Daniel Munt** shall be provided Paid Time Off (vacation leave/sick days) of **twenty (20)** days per calendar year. **Daniel Munt** shall be compensated for any Paid Time off that is not used during the year of termination or resignation.

SECTION 5. PROFESSIONAL DEVELOPMENT

If pre-approved as desirable by the CEPD Board of Commissioners, the CEPD may pay for membership of professional organizations and attend conferences related to the Employee's skills, knowledge, and CEPD position.

SECTION 6. TECHNOLOGY & EQUIPMENT

The CEPD shall provide Daniel Munt with a yearly stipend in the amount of **\$900** for the CEPD business related utilization of the Daniel Munt's cell phone. The stipend shall be pro rata apportioned to the employee during each

payment period (every two weeks). The CEPD will provide a laptop computer, or other technologies necessary to complete employment duties and communication, and all records, emails, text messages regarding CEPD official business shall be kept and maintained as public records.

SECTION 7. REIMBURSEABLE EXPENSES

All expenses must be qualified and authorized by CEPD to be eligible for reimbursement. Mileage within Lee County is not reimbursable. The CEPD will provide an annual stipend equal to the amount of an unlimited Sanibel toll bridge annual pass. Mileage and travel expenses for work or attendance at conferences outside Lee County must be pre-approved by the CEPD Board of Commissioners.

SECTION 8. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be the Employee's sole, primary employment, however, employee may accept limited teaching, consulting, or other business opportunities if such activities do not interfere, or constitute a conflict of interest, with his responsibilities to and with the CEPD.

SECTION 9 STANDARDS OF CONDUCT

The CEPD is a drug, alcohol, and smoke free workplace. CEPD may drug test employees subject to federal, state, and local laws and regulations. The CEPD prohibits discrimination and sexual harassment.

SECTION 10. COMPLIANCE WITH LAWS

At all times, all CEPD employees shall comply with all applicable local, state, and federal laws and regulations, including but not limited to, applicable worker's compensation, employment and workplace laws and regulations as may be amended from time to time.

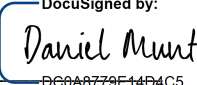
SECTION 11. ENTIRE AGREEMENT

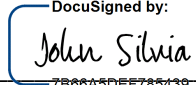
This Agreement shall constitute the entire Agreement between the parties. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or CEPD Charter, unconstitutional, invalid or unenforceable, that portion of the agreement shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the CEPD Board of Commissioners has noticed, voted and approved this Agreement to be signed and executed below on its behalf of CEPD by its Chair as duly attested by the CEPD Clerk, and by the Employee who has signed and executed this Agreement, both in duplicate, on or prior to the effective day and year first written above.

THIS EMPLOYMENT AGREEMENT BY AND BETWEEN DANIEL MUNT AND THE CEPD IS HEREBY

APPROVED BY:

DocuSigned by:

D00A8779E14D4C5...
Employee: Daniel Munt
Position: Director of Operations

DocuSigned by:

7B66A3DEF785439...
CEPD Chairman: John Silvia
CEPD BOARD OF COMMISSIONERS

DocuSigned by:

0CDB79C95D79490...
CEPD Attorney: Ralf Brookes
Approved as to Legal Form