



TOWN COUNCIL WORKSHOP – DISCUSSION OF TOWN MANAGER CONTRACT TERMS AGENDA

August 06, 2026 at 4:00 PM

Council Chambers – 340 Ocean Drive and YouTube

NOTICE: If any person decides to appeal any decision of the Town Council at this workshop, he or she will need a record of the proceedings and for that purpose, he or she may need to ensure that a verbatim record of the proceedings is made, such record includes the testimony and evidence upon which the appeal is to be based. The Town does not prepare or provide such record. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact Caitlin E. Copeland-Rodriguez, Town Clerk, at least 48 hours in advance to request such accommodations.***

The workshop will be broadcast live on The Town of Juno Beach YouTube page and can be viewed any time at: <https://www.youtube.com/@townofjuno-beach477/streams>

HOW CITIZENS MAY BE HEARD: Members of the public wishing to comment publicly on any matter, including items on the agenda may do so by: Submitting their comments through the Public Comments Webform at: <https://www.juno-beach.fl.us/1371/Public-Comments> (*all comments must be submitted by Noon on day of Workshop*). Please be advised that all email addresses and submitted comments are public record pursuant to Chapter 119, Florida Statutes (Florida Public Records Law). Make their comment in-person; or participate from a remote location using Zoom – please contact the Town Clerk at ccopeland@juno-beach.fl.us by Noon on the day of the workshop to receive the Meeting ID and Access Code. (*Please note that all members participating via Zoom must login at least 15 minutes prior to the meeting and will be muted upon entry until Public Comments is called*).

****Please note that the Zoom meeting will lock for public comments at 4pm and no other entries will be permitted.***

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

COMMENTS FROM THE PUBLIC

All Non-Agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to complete a comment card with their name and address prior to the start of the meeting as well as state their name and address for the record when called upon to speak (prior to addressing the Town Council). Town Council will not discuss these items at this time.

COUNCIL ACTION/DISCUSSION ITEMS

- 1.** Discussion of Town Manager Contract Terms

ADJOURNMENT



Meeting Name: Town Council Workshop
Meeting Date: August 6, 2026
Prepared By: C. Copeland-Rodriguez, MMC, Town Clerk
Item Title: Discussion of Town Manager Contract Terms

DISCUSSION:

Pursuant to Council's direction at the July 29 Special Town Council Meeting, a workshop has been scheduled to discuss the key aspects of the Town Manager employment contract prior to entering formal negotiations.

To support Council's discussion, staff has attached the following reference materials:

1. **Attachment #1:** Town of Juno Beach's FY 2025–2026 Pay Range Schedule
2. **Attachment #2:** Draft Employment Contract (prepared by the Town Attorney as a guide)
 - *Exhibit A:* ICMA Code of Ethics
 - *Exhibit B:* Sample Release Agreement

RECOMMENDATION:

Staff will be available at the workshop to answer any questions and receive Council's direction.

**TOWN OF JUNO BEACH
PAY RANGE SCHEDULE
FOR FISCAL YEAR 2025-2026**

	<u>PAY RANGE -ANNUAL</u>		<u>PAY RANGE -HOURLY</u>	
<u>FUNDED POSITIONS - 37</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Front Desk Receptionist	\$ 34,192	\$ 51,900	\$ 16.44	\$ 24.95
Maintenance Worker I	\$ 42,590	\$ 66,022	\$ 20.48	\$ 31.74
Permit/License Coordinator (2)	\$ 47,322	\$ 69,277	\$ 22.75	\$ 33.31
Administrative Assistant to Town Clerk	\$ 47,323	\$ 69,277	\$ 22.75	\$ 33.31
Maintenance Worker II	\$ 48,007	\$ 72,011	\$ 23.08	\$ 34.62
Grounds Technician	\$ 48,007	\$ 72,011	\$ 23.08	\$ 34.62
Administrative Coordinator	\$ 51,289	\$ 76,924	\$ 24.66	\$ 36.98
Accounting Specialist (2)	\$ 51,289	\$ 76,924	\$ 24.66	\$ 36.98
Planning Technician	\$ 51,289	\$ 76,924	\$ 24.66	\$ 36.98
Police Services Coordinator	\$ 51,289	\$ 76,924	\$ 24.66	\$ 36.98
Code Compliance Officer	\$ 54,071	\$ 79,485	\$ 26.00	\$ 43.46 **
Principal Planner*	\$ 65,113	\$ 100,925	\$ 31.30	\$ 48.52
Police Officer (9)	\$ 75,343	\$ 111,072	\$ 34.50	\$ 50.86
Deputy Public Works Director*	\$ 76,725	\$ 107,415	\$ 36.89	\$ 51.64
Project/Risk Manager*	\$ 82,546	\$ 129,194	\$ 39.69	\$ 62.11
Police Sergeant (5)	\$ 88,988	\$ 131,673	\$ 40.75	\$ 60.29
Town Clerk*	\$ 91,047	\$ 132,990	\$ 43.77	\$ 63.94
Public Works Director*	\$ 97,185	\$ 148,335	\$ 46.72	\$ 71.31
Director of Planning & Zoning*	\$ 102,658	\$ 145,624	\$ 49.35	\$ 70.01
Assistant Chief of Police*	\$ 112,530	\$ 158,565	\$ 54.10	\$ 76.23
Finance/HR Director*	\$ 118,668	\$ 179,025	\$ 57.05	\$ 86.07
Police Chief*	\$ 122,760	\$ 192,789	\$ 59.02	\$ 92.69
Town Manager*	\$ 126,683	\$ 223,436	\$ 60.91	\$ 107.42
<u>UN-FUNDED POSITIONS</u>				
Working Foreman	\$ 51,289	\$ 76,924	\$ 24.66	\$ 36.98
Code Compliance Officer II	\$ 56,138	\$ 84,288	\$ 26.99	\$ 40.52
Senior Planner	\$ 58,202	\$ 88,925	\$ 27.98	\$ 42.75
Police Lieutenant*	\$ 102,300	\$ 143,220	\$ 49.18	\$ 68.86

All wages are based on a 2,080 hour work year.

Exception: Police Officer and Police Sergeant - 2,184 hours per year per contract

Pursuant to the Town's Personnel Manual, Article IV, Section 29, the Town Council shall establish pay ranges for all positions. The Pay Range Schedule will include the position titles and the pay ranges and will take effect every October 1st with the adoption of the annual operating budget.

All pay ranges have been increased by 2.3% based on the June 2025 Consumer Price Index for the South - All Items from the Bureau of Labor Statistics.

[Southeast Information Office CPI Card — June 2025](#)

* Position is classified as exempt under the FLSA.

** The hourly range maximum has been temporarily increased to accommodate a long-tenured employee who is currently working a reduced-hours schedule.

Updated: 8/15/2025

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this ____ day of _____, 2026, by and between the Town of Juno Beach, Florida, a Florida municipal corporation, (hereinafter referred to as the "TOWN") and Kathleen Gunn, (hereinafter referred to as "EMPLOYEE").

WITNESSETH

WHEREAS, the TOWN is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of Juno Beach; and

WHEREAS, the TOWN has adopted the Council-Manager form of government through its Charter; and

WHEREAS, employment of qualified individuals is in the best interest of the TOWN and its citizens; and

WHEREAS, EMPLOYEE is an individual with education, training, knowledge, expertise, and personal abilities, which qualify her to act as Town Manager of Juno Beach; and

WHEREAS, the TOWN desires to employ the services of EMPLOYEE as Town Manager as authorized by Article IV of the Town Charter and to provide for the terms and conditions of said employment; and

WHEREAS, EMPLOYEE desires to accept employment as Town Manager of Juno Beach and to be employed in that capacity, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and EMPLOYEE agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement. Said recitals are hereby ratified and made a part of this Agreement.
2. **Specific Provisions.** The parties hereby agree to the following specific provisions:
 - a. **Description of Work.**
 - i. The TOWN hereby agrees to employ EMPLOYEE and EMPLOYEE hereby accepts employment as Town Manager of the TOWN to perform the functions and duties specified in Article IV, Section 5 of the Town Charter and to perform such other legal and proper duties and functions as the TOWN shall, from time to time, assign.
 - ii. EMPLOYEE agrees to and shall perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

- iii. During the Term of this Agreement, EMPLOYEE shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. This paragraph shall not be deemed to prohibit EMPLOYEE from engaging in educational and professional activities to the extent that such activities do not have an adverse impact upon her services as Town Manager.
- iv. While not a strict "duty" under the terms of this Agreement, the parties recognize the desirability of EMPLOYEE's appearance/participation in and before local civic and other organizations, and the TOWN therefore encourages EMPLOYEE to participate in these organizations to foster a continuing awareness of the TOWN's activities as well as the community's attitudes and ideas.

b. Hours of Work.

- i. EMPLOYEE shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.
- ii. EMPLOYEE shall be "on call" 24 hours per day, except during periods of Paid Time Off ("PLT") or scheduled out-of-town absences of one (1) day or more.
- iii. It is recognized that EMPLOYEE may, from time to time, based upon the circumstances, work more than forty (40) hours per week. Nothing herein shall be construed to require the payment to EMPLOYEE of overtime or compensatory time.
- iv. It is also recognized that because of the "24-hour" nature of her responsibilities, EMPLOYEE may choose to take occasional personal time off within the general area of Palm Beach County, during the TOWN's normal business hours, when her absence will not interfere with the efficient operation of the TOWN. This personal time off is not considered PLT nor compensatory time. During such periods, EMPLOYEE shall be available by cell phone, except during periods of illness, vacation, or absences approved by the Mayor or designee.

c. Commencement of Agreement; Term.

- i. Employment under this Agreement shall commence at [REDACTED], or such earlier date as mutually agreed by TOWN and EMPLOYEE (hereinafter the "Commencement Date"), and shall continue until the Agreement is terminated pursuant to the terms of this Agreement.
- ii. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of the TOWN to terminate the services of EMPLOYEE at any time, subject to the provisions set forth in Paragraph 2.g. of this Agreement and Article IV, Section 2 of the Town Charter.
- iii. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of EMPLOYEE to resign at any time from her position with the TOWN, subject to the provisions set forth in Paragraph 2.h. of this Agreement.

d. Salary.

- i. The TOWN agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of \$[REDACTED], which shall

- be payable in equal installments at the same time as regular full-time employees of the TOWN are paid.
- ii. Increases in annual base pay, and/or benefits of EMPLOYEE shall be in such amounts and to the same extent as the TOWN determines for all regular fulltime employees of the TOWN. This includes, but is not limited to, annual cost-of-living salary adjustments and merit pay. The TOWN, at its discretion, may provide additional salary adjustments and merit pay to EMPLOYEE by majority vote of the Town Council.
- e. **Benefits.** The following benefits shall be provided to EMPLOYEE during the Term of this Agreement:
- i. **Automobile Allowance.** The TOWN shall pay to EMPLOYEE an automobile allowance of \$_____ per month for the purpose of reimbursing EMPLOYEE for automobile expenses incurred while conducting Town business, provided, however, that the TOWN agrees to reimburse EMPLOYEE for travel outside Palm Beach and Martin Counties associated with the business of the TOWN at the same rate as other Town employees are reimbursed.
 - ii. **Cell Phone.** The TOWN shall provide EMPLOYEE with the use of a cell phone for EMPLOYEE's use. EMPLOYEE shall use such cell phone for the exclusive business of the TOWN, and only in accordance with Town policy, as may from time to time be amended.
 - iii. **Professional Development.** The TOWN shall pay for the professional dues and subscriptions of EMPLOYEE as are reasonable and necessary for her participation in national, state and local professional organizations necessary and desirable for her continued professional participation and growth and for the good of the TOWN, as may be approved in the TOWN's annual budget (on a line-item basis).
 - iv. **Travel.** In accordance with Town Policy, the TOWN shall pay the travel, subsistence expenses, and registration fees of EMPLOYEE for professional and official travel, meetings, and occasions as are reasonable and necessary to continue the professional development of EMPLOYEE and to attend official functions of the TOWN, as may be approved in the TOWN's annual budget (on a line-item basis).
 - v. **Retirement.** EMPLOYEE shall participate in the Town's existing 401(a) retirement plan. The TOWN shall contribute per pay period an amount equal to _____% of EMPLOYEE's total annual salary to the 401(a) plan, which shall provide for immediate vesting. EMPLOYEE may contribute to the TOWN's existing 457(b) deferred compensation plan at her discretion.
 - i. **Personal Leave Time ("PLT").**
 - 1. Starting with the Commencement Date of this Agreement, EMPLOYEE shall accrue PLT at the same rate as general employees with ten to fifteen years of service. EMPLOYEE's PLT bank shall be preloaded with _____ days or _____ hours for her immediate use.
 - 2. In addition, EMPLOYEE shall be entitled to an annual leave bonus of _____ days (_____ hours) of PLT ("bonus leave"), over and

above the aforementioned accruals above. Such bonus leave shall be deemed to be earned and accrued, effective September 1st of each calendar year, beginning with September 1, 2026.

3. Upon termination of employment, EMPLOYEE shall be reimbursed for unused PLT up to five hundred hours.
- ii. **Holidays.** EMPLOYEE is entitled to the same paid holidays as all regular full-time employees of the TOWN.
- iii. **Insurance Coverage.**
 1. The TOWN shall provide medical and dental/vision insurance benefits for EMPLOYEE in the same manner that the TOWN provides said insurance for all regular full-time employees of the TOWN with the Town paying one hundred (100%) of the cost for EMPLOYEE and spouse. The health insurance plan shall be the Florida BlueOptions PPO Plan or the highest comparable plan if no longer offered. The TOWN shall provide additional benefits for EMPLOYEE for which the TOWN shall pay _____% of costs to include: _____ (life insurance, long-term disability, short-term disability). EMPLOYEE shall be entitled to purchase such other insurance benefits as are provided to all regular fulltime employees of the TOWN, at the same cost as such benefits are available to all regular full-time employees of the TOWN.
 2. The TOWN shall furnish and provide EMPLOYEE with insurance protection including comprehensive general liability, errors and omissions coverage, any surety bonds required and public official liability applicable to all acts of EMPLOYEE arising out of her employment in such amounts as shall be determined by the TOWN. In addition, TOWN agrees to pay for the costs of defense of EMPLOYEE arising out of any suits connected with her employment and any settlement thereof, in whole or in part, unless it is found that EMPLOYEE was acting in gross negligence or with malicious intent.
- iv. **Longevity.** EMPLOYEE shall be entitled to annual longevity to be paid in the first pay period following EMPLOYEE's employment anniversary date, which shall be equal to _____% of EMPLOYEE's annual base salary
- v. **Other Benefits.** In addition to the benefits set forth in this paragraph 2.e., including all sub-parts, EMPLOYEE shall be entitled to such other benefits as are currently provided to all regular full-time employees of the TOWN, and such benefits as may be provided in the future to all regular full-time employees of the TOWN, on the same basis and under the same conditions.
- f. **Other Terms and Conditions of Employment.**
 - i. The Town Council shall fix any other such 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 provision of this Agreement or any ordinance or law.

- ii. All TOWN Ordinances, as they now exist or may be amended, shall apply to EMPLOYEE in addition to those items outlined in this Agreement. All provisions of the TOWN Employee Personnel Policy Handbook, as it may from time to time be amended, shall govern EMPLOYEE except as they may be in conflict with this Agreement.
- iii. The Code of Ethics of the ICMA are attached hereto as Exhibit "A" and incorporated herein by reference. Said Code of Ethics shall furnish principles to govern EMPLOYEE's conduct and actions as Town Manager for the TOWN.
- iv. Unless required to do so by law or by an Order of a Court of competent jurisdiction, EMPLOYEE shall not disclose any confidential information involving the business of the TOWN to any person or entity without the written permission of the TOWN, by affirmative majority vote of the Town Council. The provisions of this paragraph shall survive the termination of this Agreement.

g. Termination by the TOWN.

- i. EMPLOYEE shall serve at the pleasure of the TOWN. The TOWN may terminate this Agreement and EMPLOYEE's employment with the TOWN at any time, with or without cause, by the affirmative vote, upon notice, of not less than three (3) members of the Town Council, subject to the provisions of Article VI, Section 2 of the Town Charter.
- ii. Should not less than three (3) members of the Town Council vote to terminate the services of EMPLOYEE "without cause," then within 30 calendar days following EMPLOYEE's last day of employment (hereinafter the "Termination Date"), the TOWN shall cause EMPLOYEE to be paid any accrued and unpaid salary and accrued and unpaid PLT (as may be limited by TOWN policy), and the TOWN shall cause EMPLOYEE to be paid a lump sum severance pay equal to 20 weeks of her base salary, less taxes and withholdings, plus continuation of the TOWN's health and insurance benefits for 20 weeks, as full and complete payment and satisfaction of any claims of EMPLOYEE of whatsoever nature arising out of this Agreement or otherwise; provided, however, that if the TOWN is unable to continue health insurance and life insurance coverage on EMPLOYEE for 20 weeks after termination the TOWN shall pay EMPLOYEE a sum equal to the premium in effect on the date of EMPLOYEE's termination, for the balance of the 20 week period. As consideration for such payment, EMPLOYEE shall, prior to receipt thereof, execute and deliver to the TOWN a general release of the TOWN and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the TOWN Attorney, a specimen form of which is attached hereto as Exhibit "B".
- iii. The TOWN shall have no obligation to pay the severance benefits set forth in paragraph 2.g.ii of this Agreement if EMPLOYEE voluntarily resigns or retires or is terminated for "just cause." For purposes of this Agreement, "just cause" is defined as follows:

1. Misfeasance, malfeasance and/or nonfeasance in performance of EMPLOYEE's duties and responsibilities.
 2. Conviction or a plea of guilty or no contest to any felony crime, whether or not adjudication is withheld; conviction or a plea of guilty or no contest to a charge of sexual, verbal, or physical harassment of any employee of the TOWN, whether or not adjudication is withheld; or conviction or a plea of guilty or no contest to any crime involving moral turpitude, whether or not adjudication is withheld.
 3. Violation of any substantive TOWN policy, rule, or regulation, which would subject any general TOWN employee to termination.
 4. Dishonesty, theft, fraud, or falsifying records, with regard to the business and operation of the TOWN.
 5. Refusal to cooperate in a legal investigation involving any aspect of the business or operation of the TOWN conducted by or at the direction of the Town Council, or conducted by any state or federal agency.
 6. Causing the TOWN to be found in violation of law through a gross neglect or willful or intentional conduct of EMPLOYEE.
 7. Misconduct, as defined in Sec. 443.036(29), Fla Stat.
- iv. In the event the TOWN, at any time during the Term of this Agreement, reduces the salary or other benefits of EMPLOYEE in a greater percentage than an equivalent across-the-board reduction for all full-time TOWN employees, or in the event the TOWN refuses to comply with any other material provision of this Agreement benefitting EMPLOYEE, EMPLOYEE shall notify the TOWN in writing of the alleged violation. The TOWN shall have forty-five (45) days from such notice within which to cure the violation, otherwise, EMPLOYEE may at her option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.
- h. **Termination by EMPLOYEE.** EMPLOYEE may terminate this Agreement at any time by delivering to the Town Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If EMPLOYEE terminates this Agreement, or voluntarily resigns, then the TOWN shall have no obligation to pay any severance pay to EMPLOYEE. Within thirty (30) calendar days after EMPLOYEE's Termination Date, the TOWN shall pay to EMPLOYEE all accrued compensation due EMPLOYEE up to EMPLOYEE's final day of employment, including any accrued PLT, but the TOWN shall have no further financial obligation to EMPLOYEE pursuant to this Agreement or otherwise; provided, however, that if the TOWN offers EMPLOYEE to resign in lieu of formal termination, such resignation shall not be considered to be "voluntary."
3. **General Provisions.**
- a. **Representations of Employee.** EMPLOYEE represents that she has sufficient education, training, knowledge, expertise, and personal abilities to perform the

services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which EMPLOYEE operates.

- b. **Representations of the TOWN.** The TOWN represents that it is duly organized and existing as a Florida municipal corporation. Further, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement.
- c. **Personal Nature of Agreement.** The parties acknowledge that the TOWN places great reliance and emphasis upon the education, training, knowledge, expertise and personal abilities of EMPLOYEE. Accordingly, this Agreement is personal and EMPLOYEE shall not assign or delegate any rights or duties hereunder without the specific written consent of the TOWN.
- d. **Public records.** EMPLOYEE is a "Contractor" as defined by Sec. 119.0701(1)(a), Fla. Stat., and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - i. Keep and maintain public records required by the TOWN to perform the Services.
 - ii. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if EMPLOYEE does not transfer the records to the TOWN.
 - iv. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of EMPLOYEE or keep and maintain public records required by the TOWN to perform the Services. If EMPLOYEE transfers all public records to the TOWN upon completion of this Agreement, EMPLOYEE must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, EMPLOYEE must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
 - v. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - vi. If EMPLOYEE asserts any exemptions to the requirements of Chapter 119 and related law, EMPLOYEE will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - vii. EMPLOYEE consents to the TOWN's enforcement of EMPLOYEE's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon EMPLOYEE must pay all court costs and reasonable attorney's fees incurred by TOWN.

- viii. EMPLOYEE's failure to provide public records within a reasonable time may be subject to penalties under Sec. 119.10, Fla. Stat. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the TOWN.
- ix. **IF THE EMPLOYEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE TOWN CLERK AT (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.**
- e. **Severability.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- f. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. EMPLOYEE recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representative(s).
- g. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- h. **Attorney's Fees.** In the event of any litigation to arising out of this Agreement or the employment hereunder, each party shall bear its own attorney's fees and costs attributed to such litigation both at the trial and appellate level.
- i. **Death.** Should EMPLOYEE die during the Term of this Agreement, the TOWN's obligations under this Agreement shall terminate; provided, however, that payment of all life insurance benefits, as well as accrued PLT through the date of death and any unpaid salary due and owing at the time of death, shall be paid to EMPLOYEE's estate, in accordance with the terms and conditions set forth in the TOWN's Employee Personnel Policy Handbook, as may from time to time be amended.

- j. **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.
- k. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- l. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- m. **Town Council Contact Person.** The Town Mayor or their designee shall be the Contact Person with whom EMPLOYEE shall coordinate EMPLOYEE's off-duty time.
- n. **Law; Venue.** This Agreement is being executed in Palm Beach County, Florida and shall be governed in accordance with the laws of the State of Florida. Palm Beach County, Florida, shall be the venue of any action thereon.
- o. **Effective Date.** The Effective Date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.
- p. **Counterparts.** This Agreement may be executed in two (2) counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

WHEREFORE, the parties have executed this Agreement the day and year first above written.

TOWN OF JUNO BEACH

Dave Santilli, Mayor

Attest:

Caitlin Copeland-Rodriguez, CMC
Town Clerk

Approved as to form and legal sufficiency for the use and reliance of the Town of Juno Beach only

By: _____
TG Law PLLC
Town Attorney

EMPLOYEE

Kathleen Gunn

WITNESSES:

Witness
Print Name: _____

Witness
Print Name: _____

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 2025. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2025.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members should demonstrate professional respect for colleagues, including predecessors, successors, and others who might be candidates for the same position. Professional respect does not preclude sharing honest differences of opinion privately between colleagues; it does preclude attacking a person's motives or integrity, undermining them, or actively interfering with their work.

Showing professional respect involves acknowledging power dynamics between different career points and tenures. Undue influence, abuse of power, and intimidation are inappropriate and must be avoided.

A member no longer working in service to a local government should be mindful of professional respect before running for elected office in a jurisdiction where they recently served.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment, unwelcome contact, advances, or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, sexual orientation, or veteran status. Members should foster respectful, inclusive environments in all professional and social settings.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and

impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.

GUIDELINES

Self-Assessment. Members should evaluate and enhance their professional skills and competencies annually through self-reflection and by proactively soliciting feedback.

Professional Development. Members should stay informed about emerging issues, practices, and challenges, actively engage in development activities year-round, and support others in enhancing their professional and ethical competencies.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.

GUIDELINES

Information Sharing and Feedback. The member should collaborate with the governing body to establish clear communication protocols for effective, equitable, and transparent information sharing and reciprocal feedback.

Personnel and Operational Matters. The member shall lead personnel and operating decisions consistent with responsibilities established in the charter or enabling legislation without interference from the governing body.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member's responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve

a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private

business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation:

(1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is hereby entered into by and between the **Town of Juno Beach**, a Florida municipal corporation, (“Town”) and **Kathleen Gunn** (“Employee”), and it shall become effective on the date the Employee fully executes it and its provisions shall become effective after the passage of the Revocation Period as expressed in Paragraph K.

A. Recitals.

1. Employee entered into an agreement for employment with the Town to provide Town Manager services under an Employment Agreement dated _____.
2. The Town has elected to terminate Employee’s employment without cause, effective as of _____ (“Separation Date”).
3. Pursuant to the terms of the Employment Agreement, Employee is eligible to receive certain severance benefits conditioned upon execution of a general release.
4. The Parties desire to fully and finally resolve all matters arising out of Employee’s employment and separation.

B. Separation of Employment. Employee’s employment with the Town shall end effective as of the Separation Date. As of the Separation Date, Employee shall have no authority to act on behalf of the Town, except as required by law, including obligations relating to the custody, retention, and production of public records under Florida law, or as otherwise expressly provided in this Agreement.

C. Severance Consideration.

1. In exchange for this Agreement and the release set forth herein, the Town shall pay Employee severance pay equal to twenty (20) weeks of base salary and any accrued and unpaid salary and accrued and unpaid PLT, consistent with the Employment Agreement.
2. Payment shall be made in a lump sum within thirty (30) days after this Agreement becomes effective.
3. All payments shall be subject to applicable tax or other legally required withholding.
4. Employee shall be entitled to a neutral employment reference from the Town.
5. Employee acknowledges that the above consideration exceeds any amount otherwise owed absent this Agreement and constitutes adequate and sufficient consideration for the releases and obligations set forth herein.

D. No Admission. This Agreement does not constitute and shall not be construed as an admission of liability, wrongdoing, or violation of any law, rule, or policy by either party.

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

E. General Release. Employee, on behalf of himself and his heirs, successors, assigns, administrators, and representatives, hereby fully, finally, and irrevocably releases and forever discharges the Town, and its past, present, and future elected officials, officers, employees, agents, attorneys, insurers, representatives, boards, and affiliates, in both their official and individual capacities (collectively, the “Released Parties”), from any and all claims, demands, causes of action, damages, liabilities, and obligations of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which Employee ever had, now has, or may have, arising out of or relating to Employee’s employment with the Town, the separation of that employment, or any act, omission, or event occurring on or before the date Employee executes this Agreement.

Without limiting the generality of the foregoing, this release expressly includes, but is not limited to: Claims arising under a contract (express or implied), tort, or equity; Claims arising under federal, state, or local statutes, ordinances, or regulations, including but not limited to: Age Discrimination in Employment Act (ADEA); Older Workers Benefit Protection Act (OWBPA); Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; 42 U.S.C. §§ 1981–1988; Americans with Disabilities Act (ADA); Family and Medical Leave Act (FMLA); Equal Pay Act; Employee Retirement Income Security Act (ERISA); Occupational Safety and Health Act (OSHA); Worker Adjustment and Retraining Notification Act (WARN); Genetic Information Nondiscrimination Act (GINA); Sarbanes-Oxley Act; Rehabilitation Act of 1973; Health Insurance Portability and Accountability Act (HIPAA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Florida Civil Rights Act; Florida Whistleblower Act; Public Employee Relations Act; Any claims under Section 448.08, Florida Statutes; Any claims under the Florida Constitution; and Any other federal, state, or local law governing employment or civil rights.

This release further includes any claims for wages, compensation, benefits, damages, penalties, attorneys’ fees, costs, or other relief of any kind. Nothing in this release waives or releases any claim by either party which may arise after the Effective Date.

G. Employee Representations.

Employee represents and warrants that:

1. The consideration provided herein exceeds any amount otherwise owed absent this Agreement;
2. He has read and fully understands each provision of this Agreement;
3. He enters into this Agreement knowingly and voluntarily;
4. He has been advised to consult with an attorney of his choosing prior to signing;
5. He has been given at least twenty-one (21) days to consider this Agreement;
6. He may revoke this Agreement within seven (7) days after execution;

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

7. He has not filed any claims against the Town (or agrees to withdraw any such claims within five (5) business days);
8. He has not assigned or transferred any claims released herein;
9. He has been paid all wages and benefits owed;
10. He has reported all hours worked accurately;
11. He has not suffered any work-related injury or condition for which a claim remains pending;
12. He has returned all Town property, credentials, and information;
13. He has submitted all reimbursement requests;
14. He has complied with all applicable Town policies to date; and
15. He has the full mental and legal capacity to enter into this Agreement.

H. Confidentiality; Public Records; Sunshine Law.

1. Employee shall not disclose confidential, proprietary, or exempt information of the Town except as required by law.
2. Employee acknowledges that the Town is subject to Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes, and that this Agreement may constitute a public record subject to disclosure.
3. Nothing in this Agreement shall be construed to require either party to violate Florida’s public records or open meetings laws.
4. Employee shall not retain copies of public records except as authorized by law.

I. Return of Property. Employee shall return all Town property, including documents, devices, credentials, records, and information in any form, and shall relinquish all access to Town systems.

J. Cooperation. Upon reasonable request by the Town Manager, Town Attorney, or their designee, Employee agrees to reasonably cooperate with the Town regarding transition matters, pending projects, litigation, administrative proceedings, and public records obligations.

K. Review and Revocation Period (OWBPA Compliance).

Employee acknowledges:

1. She has been advised in writing to consult with an attorney;
2. She has been given at least twenty-one (21) days to consider this Agreement;

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

3. She may revoke this Agreement within seven (7) days after execution;
4. The provisions of this Agreement shall not become effective until the expiration of the seven (7) day revocation period; and
5. The waiver of ADEA claims applies only to claims arising on or before execution.

L. Governing Law and Venue; Attorneys’ Fees; Waivers. This Agreement shall be governed by Florida law. Venue shall lie exclusively in Palm Beach County, Florida. Each party shall bear its own attorneys’ fees and costs, except where prohibited by law. The Parties agree to waive any right to trial by jury or arbitration.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

N. Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

O. Construction. This Agreement shall not be construed against any party as the drafter.

P. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

Q. Time is of the Essence. Time is of the essence to this Agreement.

R. Benefits Continuation. Employee will receive information regarding COBRA continuation coverage at Employee’s sole cost and expense.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below.

TOWN OF JUNO BEACH

DAVE SANTILLI, MAYOR

ATTEST:

CAITLIN COPELAND-RODRIGUEZ, CMC
TOWN CLERK

EMPLOYEE:

KATHLEEN GUNN

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__ by
KATHLEEN GUNN, ☐ by the physical presence or ☐ via electronic means and who ☐ is personally
known to me or ☐ produced _____ as identification and who did ☐ take
an Oath.

NOTARY SEAL OR STAMP:

Notary Public, State of Florida

EXHIBIT “B” – FORM OF SEPARATION AGREEMENT AND GENERAL RELEASE

My Commission expires on: _____