

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1832.07

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE APPOINTMENT AND APPROVING THE TERMS OF THE EMPLOYMENT AGREEMENT WITH ELIZABETH SEWELL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to ratify the appointment and approve the terms of the employment agreement with Ms. Elizabeth Sewell.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Ratification. The Town Council hereby ratifies the appointment of Ms. Elizabeth Sewell to the position of Town Clerk and hereby approves the terms of the employment agreement, attached hereto.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

Sponsored by Town Council.

The Motion to adopt the foregoing Resolution was offered by Councilmember Einstein, seconded by Mayor Singer and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Rojas	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 8th day of March, 2007.




MAYOR GLENN SINGER

ATTEST:


ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


STEPHEN HELFMAN
TOWN ATTORNEY

EMPLOYMENT AGREEMENT TOWN CLERK

THIS AGREEMENT (the "Agreement") is made and entered into as of the 5th day of February, 2007, between the Town of Golden Beach (the "Town") and Elizabeth Sewell (the "Employee"), pursuant to the following terms and conditions:

BACKGROUND

The Town wants to employ the services of Elizabeth Sewell as Town Clerk and the Employee wishes to accept employment as the Town Clerk under the terms and conditions set forth herein. The Town and Employee desire to provide for certain procedures and requirements regarding the employment of Employee by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES

Town agrees to employ Elizabeth Sewell as Town Clerk of Golden Beach to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Council from time to time.

SECTION 2. AT WILL

The Employee is hereby hired "at will" for an indefinite period of time.

SECTION 3. TERMINATION

The Town may terminate the Employee at any time for any reason or no reason. The Employee may leave employment with the Town at any time for any reason or no reason.

SECTION 4. COMPENSATION

The initial salary of Employee shall be fifty four thousand dollars and no cents (\$54,000.00) per year, which shall be payable in installments at the same time as other employees of the Town are paid.

SECTION 5. PERFORMANCE EVALUATION

5.1 The Town Council may review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with any specific criteria developed by the Town Council. Said criteria may be added to or deleted from as the Town Council may from time to time determine.

5.2 The Town Council and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Town Clerk's Office and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the appropriations provided.

5.3 In effecting the provisions of this section, the Town Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 6. HOURS OF WORK

Employee agrees to remain in the exclusive full time employ of the Town and shall not accept any other employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform her duties under this Agreement. Employee is expected to be in attendance at Town Hall five business days a week from 9 a.m. to 5 p.m. and attend all Council meetings and meetings of Boards as required by the Town Council.

SECTION 7. RETIREMENT/DEFERRED COMPENSATION

The Town shall provide Employee with retirement benefits in the same manner as provided to all other general employees of the Town.

SECTION 8. INSURANCE

The Town shall provide Employee with insurance benefits, including health, disability and life insurance in the same manner as provided to all other general employees of the Town.

SECTION 9. VACATION, SICK LEAVE AND HOLIDAYS

Employee shall be entitled to sick leave and holidays at the same rate and in the same manner as other general employees of the Town. Employee shall be entitled to annual vacation leave of two (2) weeks.

SECTION 10. PROFESSIONAL DEVELOPMENT

10.1 Subject to Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Town.

10.2 Subject to Town policy and state law, the Town agrees to pay the travel and subsistence expenses of Employee for travel to local, state and national annual conferences, as well as classes necessary to maintain certification as a Certified Municipal Clerk and Certified Licensing Official, as well as to obtain certification as a Master Municipal Clerk.

SECTION 11. OFFICE EQUIPMENT AND TECHNOLOGY

The Town shall provide the Employee with the office equipment and technology, including mobile/portable technology, reasonably necessary for the Employee to perform her job.

SECTION 12. NOTICE

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through United States Postal Service delivery, addressed as follows:

Town	Mayor and Members of the Town Council Town of Golden Beach 1 Golden Beach Drive Golden Beach, FL 33160-2296
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Employee	Elizabeth Sewell
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With a copy to	Town Attorney Weiss, Serota, Helfman, Pastoriza Cole & Boniske, P.A. 2665 South Bayshore Drive, Suite 420 Miami, Florida 33133
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SECTION 13. OTHER TERMS AND CONDITIONS

13.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

13.2 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 by that party.

13.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

13.4 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

13.5 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

13.6 This Agreement shall be effective as of February 5, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

Employee:

Town of Golden Beach:

Elizabeth Sewell
Elizabeth Sewell

By: ATJ
Mayor

Attest:

Approved as to Form and Legal Sufficiency:

Brenda Wilbanks Lee
Town Manager

Seena J. Lee
Town Attorney