

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1846.07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE APPOINTMENT OF ALEXANDER DIAZ AS TOWN MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT ATTACHED TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to ratify the appointment of Alexander Diaz as Town Manager and to approve the Employment Agreement attached as Exhibit "A" to this Resolution;

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

Section 1. **Recitals Adopted.** That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. **Ratification.** The Town Council hereby ratifies the March 27, 2007 appointment of Alexander Diaz to the Town Manager position and hereby approves the Employment Agreement attached as Exhibit "A".

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Council Member Lusskin, seconded by Vice Mayor Bernstein and on roll call the following vote ensued:

Mayor Glenn Singer	Aye
Vice Mayor Ken Bernstein	Aye
Councilmember Ben Einstein	Aye
Councilmember Judy Lusskin	Aye
Councilmember Amy Rojas	Aye

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 15th day of May, 2007.



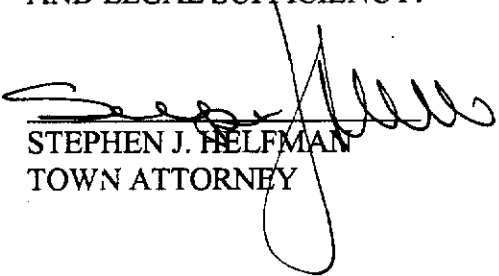
MAYOR GLENN SINGER

ATTEST:



ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

EMPLOYMENT AGREEMENT TOWN MANAGER

THIS AGREEMENT (the "Agreement") is made and entered into between the Town of Golden Beach (the "Town") and Alexander Diaz (the "Employee"):

BACKGROUND

The Town wants to employ the services of Alexander Diaz as Town Manager and the Employee wishes to accept employment as the Town Manager 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

The Town agrees to employ Alexander Diaz as Town Manager of the Town 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. TERM AND COMMENCEMENT DATE

2.1 This Agreement shall commence and be effective as of April 1, 2007 and shall be for an indefinite term, subject to the Agreement terms.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute and unlimited right of the Town Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and the obligation of the Town to provide the Employee with at least 30 days prior notice of termination.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 Effective upon Employee's completion of one-year of employment with the Town, the Town agrees to pay Employee a lump sum cash payment equal to one months

aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement ("Severance Pay") if the Employee is terminated by the Town Council during such time the Employee is willing and able to perform his duties under this Agreement. In such event, the Employee shall also receive payment for any and all accrued vacation, accrued sick leave, and floating holiday time in accordance with the Town's policies governing other general employees for the same time period provided for Severance Pay. Provided that Section 3.2 is not applicable, the Town shall also continue to provide medical coverage for the Employee for the same time period as required for Severance Pay, in the same manner and in the same amount as the Employee received at the time of termination, pursuant to subsections 10.1 and 10.3 below. Severance Pay shall be paid within 15 working days of termination. After the payments described above are made, the Town shall have no further financial obligation to Employee.

3.2 In the event Employee is terminated because of conduct unbecoming a public official, including but not limited to criminal conduct, the Town shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If Employee's employment is terminated pursuant to this subsection, then the Town shall pay to Employee only accrued vacation, accrued sick leave, and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that Employee voluntarily resigns his position, Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay; however, the Employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The salary of Employee shall be Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year, which shall be payable in installments at the same time as other Town employees are paid. Notwithstanding the stated annual compensation, the Employee understands and agrees that during his first month of employment he will be compensated at a rate of one-half of his compensation based upon his part-time capacity as described in Section 7 of this Agreement.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit Town employees, as granted from and after April 1, 2007.

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Town Council may evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation, but in no event will Employee's salary be reduced

below the annual salary provided for in Section 5.1 above.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Town Council may review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. The initial review and evaluation shall be prior to the 2008/2009 annual budget cycle. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and Employee. Said criteria may be added to or deleted from as the Town Council may from time to time determine, in consultation with the Employee. Notwithstanding the foregoing, the Town agrees that during the Employee's first year of employment, the Town Council will provide the Employee a performance evaluation after approximately six months from the Effective Date.

6.2 Prior to the beginning of each fiscal year, the Town Council and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Town 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. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

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

SECTION 7. HOURS OF WORK

7.1 Employee shall be classified as a full-time employee, meaning the Employee shall work a five day work week, Monday through Friday, for a minimum of 40 hours per week. Employee shall be on-call to handle town emergencies. Employee agrees to remain in the exclusive employ of the Town of Golden Beach and shall not accept any other employment during the term of this Agreement. Subject to the terms of this provision and applicable laws governing full-time employee's, the Town and the Town Mayor shall respect the Employee as a professional and shall allow him to manage his time within the terms of this provision. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform his duties under this Agreement.

7.2 The parties agree and understand that during the first month of employment (through May 7, 2007), the Employee will be working in a part-time (one-half time) capacity due to prior commitments.

7.3 The term "Employ" as used in Section 7.1 above, shall not be construed to include teaching, business (as related to active license(s) that the Employee has discussed and disclosed in the course of his hiring), writing, pro-bono activities, or consulting performed on time off, and all such activities shall be limited and subject to approval by the Mayor.

SECTION 8. AUTOMOBILE

The Employee shall be provided with an annual vehicle allowance of Ten Thousand and Twenty Dollars (\$10,020.00) during the Agreement term. The Employee shall be responsible for all maintenance, insurance, and other costs associated with his vehicle.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

The Town shall deposit regular contributions in an amount equal to a total of ten (10) percent of the Employee's base salary into the International City Manager Association Pension Fund (401k Deferred Compensation Plan) or other mutually agreeable pension plan on the Employee's behalf.

SECTION 10. INSURANCE

10.1 The Town shall provide Employee with insurance benefits, including major medical, hospitalization, dental and optical insurance, in the same manner as provided to all other general Town employees. The Town shall be responsible for all costs associated with said coverage and shall pay 100% of all such Employee coverage from the provider offered by the Town.

10.2 Employee shall also receive (a) short-term and long-term disability insurance policies, with bridging, providing sixty-six percent (66%) of salary and (b) term life insurance in the amount of Ninety-Six Thousand Dollars (\$96,000.00).

10.3 The Town shall make the required insurance premium payments for Employee's insurance benefits outlined above.

SECTION 11. INDEMNIFICATION

Subject to applicable laws, the Town shall indemnify and defend the Employee against any tort, professional liability claim, demand or any other legal action (groundless or otherwise) arising out of an alleged act or omission occurring within the scope of the Employee's performance of his official duties as Town Manager, except for intentional acts or grossly negligent acts or omission, and except for acts outside the scope of his duties and responsibilities.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

12.1. Vacation. Employee shall be entitled to three weeks vacation per year, accrued in the same manner as other general employees. Employee shall schedule vacation(s) at a time(s) approved by the Mayor.

12.2 Sick Leave. Employee shall be entitled to two weeks sick leave per year, accrued in the same manner as other general employees.

12.3 Paid Leave/Year-One. During Employee's first year of employment only, Employee shall be entitled to two weeks of paid leave in late July or early August, 2007 to be

used only for purposes of attending a federally sponsored international symposium entitled "World Leadership Conference."

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the Town. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Council.

13.2 Subject to Town policy and state law, the Town agrees to pay for Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and seminars necessary to pursue professional, official or other Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Mayor or the Town Council.

13.3 Subject to the Town Mayor's prior written approval, the Town agrees to pay for Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, and seminars that are necessary for professional development and for the good of Employee in the performance of his Town duties.

13.4 The Town shall bear the full cost of any fidelity or other bond required of the Employee under any law or ordinance.

13.5 The Town recognizes that certain incidental out-of-pocket expenses of a non-personal and generally job affiliated nature (i.e. parking, tolls, etc.) may be incurred by the Employee and hereby agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Mayor.

SECTION 14. COMPUTER/EQUIPMENT

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall remain the property of the Town.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the

16.7 This Agreement shall be effective from and after April 1, 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.

Attest:

Elizabeth Sewell
Town Clerk

Town of Golden Beach:

By: [Signature]
Mayor

Approved as to Form:

[Signature]
Town Attorney

Employee:

[Signature]
Alexander Diaz

5/16/2007 10:49 AM