

**GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1370.01**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN AN AGREEMENT BETWEEN THE TOWN AND J.C. GARRIDO TO SERVE AS PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the budget of the Town provides for a Planning and Community Development Director; and

**WHEREAS**, the Town desires to contract with J.C. Garrido to provide services as the Director;

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

**Section 1.** That the Town Council hereby authorizes and directs the Mayor and Town Manager to sign an Agreement between the Town and J. C. Garrido, a copy of which is attached hereto as Exhibit "A".

**Section 2. Severability.** That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

**Section 3. Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon approval of the Town Council.

**Resolution No. 1370.01**

**Sponsored by Administration.**

The Motion to adopt the foregoing resolution was offered by Mayor Addicott seconded by Councilmember Einstein and Councilmember Paruas and on roll call the following vote ensued:

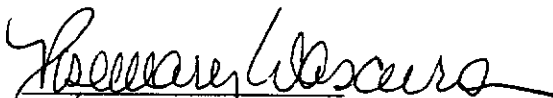
Mayor Addicott	<u>AYE</u>
Vice Mayor Singer	<u>ABSENT</u>
Councilmember Feinman	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach this 18<sup>th</sup> day of December, 2001.



MAYOR MICHAEL ADDICOTT

ATTEST:



ROSEMARY WASCURA  
INTERIM TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY



EDWARD PAUL KREILING  
TOWN ATTORNEY

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** made and entered into this            day of           , 2001 between the **TOWN OF GOLDEN BEACH**, State of Florida, a Florida municipal corporation, hereinafter referred to as the "**TOWN**" and **J. C. GARRIDO**, hereinafter referred to as "**GARRIDO**" who understand as follows:

**WHEREAS**, The budget of the **TOWN** provides for a Planning and Community Development Director; and

**WHEREAS**, the **TOWN** desires to contract with **J. C. GARRIDO** to provide services as the Director on the terms contained herein; and

**WHEREAS**, the **TOWN** has indicated its interest in entering into this agreement for the purposes of establishing the basis, frame work and context for the relationship which shall exist between the **TOWN** and **GARRIDO**.

**NOW THEREFORE**, in consideration of the promises, the 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.** **TERMS AND CONDITIONS -- TOWN**

- 1.0 The **TOWN** agrees as follows:
- 1.1 To contract with **GARRIDO** as Director for the term set forth in Section 3 below, consistent with the terms, conditions and covenants of the Charter of the **TOWN** and this Agreement.
- 1.2 To pay and compensate the **GARRIDO** for his services in the amount of \$58,250.00 annually payable in arrears in equal bi-monthly installments.
- 1.3 To reimburse **GARRIDO** for any expenses incurred in the performance of his duties, provided that such expenses are approved by the Town Manager. The **TOWN** will provide a cellular telephone which will remain the property of the **TOWN** and will be returned to the **TOWN** upon termination of this Agreement. The **TOWN** will be responsible for the first \$100 of the monthly cellular telephone bill.

**SECTION 2.**  
**TERMS AND CONDITIONS--GARRIDO**

- 2.0 **GARRIDO** agrees as follows:
- 2.1 To become the Planning and Community Development Director of the **TOWN** in accordance with the terms, conditions and provisions contained in this Agreement and the Charter and Code of the **TOWN**.
- 2.2 To perform all functions and duties as the individual responsible for the administration of the Planning and Community Development Department of the **TOWN** with all powers subject to the advice, consent, and direction of the Mayor and Town Manager, in a professional and respectable fashion including all services described in Exhibit A attached hereto.
- 2.3 That the position of Director is expected to devote a minimum of twenty four hours per week to his duties. The Director shall do all things necessary and required to be available to the **TOWN**, its agents, servants and employees during the course of this Agreement consistent with good and respectable management requirements and as otherwise dictated and provided by this Agreement, the Charter and Code of Ordinances of the **TOWN**. The Director shall keep a log of actual hours devoted to his duties, which log shall be submitted weekly to the Town Manager. The Director shall maintain a regular schedule at a Town Hall office on Monday, Wednesday, and Friday of each week between the hours of 9:30 A.M. and 1:30 P.M. The Town Manager with the approval of the Mayor shall have the right to modify the Director's office hours at Town Hall as needed.
- 2.4 To use his best efforts in the performance of his duties and to remain loyal to the **TOWN** during the term of this Agreement.
- 2.5 To carry out the orders of the Mayor and Town Manager of the **TOWN** in all administrative matters.
- 2.6 To maintain in force at all times during the life of the contract, general liability insurance, including automobile and business liability, by separate certificate, in an amount not less than \$1,000,000 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less than \$1,000,000.00 for damages as a result of each occurrence and property damage insurance and in an amount not less than \$1,000,000.00 for damages on any one occurrence. Such policy shall specifically protect the **TOWN**, its agents and employees, by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to the **TOWN**.
- 2.7 To provide all necessary vehicles, radios and equipment to perform the services required by this Agreement.

- 2.8 To indemnify and save harmless and defend the **TOWN**, its officers, agents, servants, and employees from and against any claim, demand or cause of action arising out of an negligent or intentional act, error or omission of **GARRIDO**, in the performance of services under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages or every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof, except that **GARRIDO** shall not be liable under this Agreement for damages arising out of injury or damage to person or property directly caused or resulting from the sole negligence of **TOWN** or any of its officers, agents or employees.
- 2.9 To obtain and maintain all necessary licenses and certificates required to perform the services hereunder.

### **SECTION 3.** **TERM**

- 3.0 This Agreement shall be effective on Nov. 26, 2001 and shall continue until terminated in accordance with Section 4. of this Agreement.

### **SECTION 4.** **TERMINATION OF AGREEMENT**

- 4.0 Nothing in this Agreement shall prevent, limit, interfere with or otherwise restrict the right of the Mayor to terminate the services of the Director at any time, with or without cause. This Agreement may be terminated by either party upon thirty days' written notice to the other. In the event of termination, **GARRIDO** shall only be entitled to receive compensation prorated to the date of his termination. Upon his termination the **TOWN** may withhold his prorated compensation, if any, until the return by **GARRIDO** to the **TOWN** of the **TOWN'S** cell phone and all other property of the **TOWN**.

### **SECTION 5.** **GENERAL PROVISIONS**

- 5.0 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

5.1 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

5.2 This Agreement is made in the State of Florida and is governed by Florida law. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement. Miami-Dade County, Florida shall be the proper venue for any litigation involving this Agreement. This Agreement shall become effective on the date set forth in Section 3 above.

5.3 Any notices which are sent with regard to this Agreement shall be as follows:

As to the **TOWN**:

Town Manager

One Golden Beach Drive, Golden Beach, Fla. 33160

with a copy to the Town attorney and Mayor at the above address

As to **GARRIDO**

5.4 There shall be no assignment of any rights under or interests in this Agreement.

IN WITNESS WHEREOF, the **TOWN OF GOLDEN BEACH** has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk and **GARRIDO** has signed and executed this Agreement the day and year first set forth below.

Attest:  
GOLDEN BEACH:

**TOWN OF GOLDEN BEACH:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Michael Addicott

\_\_\_\_\_  
Date

Form Approved as to  
Legal Sufficiency:

  
\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
**GARRIDO**

\_\_\_\_\_  
Date