

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1503.03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPOINTING BONILYN WILBANKS-FREE AS TOWN MANAGER; PROVIDING FOR AN EMPLOYMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the Charter of the Town of Golden Beach provides that the Mayor shall nominate a Town Manager who shall be appointed by Resolution; and

WHEREAS, the Mayor has nominated BONILYN WILBANKS-FREE to be appointed as Town Manager; and

WHEREAS, a Selection Committee has recommended the hiring of BONILYN WILBANKS-FREE as Town Manager;

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

Section 1. That BONILYN WILBANKS-FREE be, and she is hereby appointed as Town Manager for the Town of Golden Beach pursuant to the Charter of the Town of Golden Beach and on the terms and conditions contained in the attached Employment Agreement.

Section 2. That the Mayor be, and he is hereby directed to enter into the attached Employment Agreement with BONILYN WILBANKS-FREE.

Section 3. 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.

Resolution No. 1503.03

Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Administration.

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

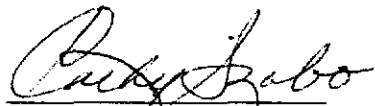
Mayor Addicott:	<u>AYE</u>
Vice Mayor Iglesias	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>
Councilmember Singer	<u>AYE</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 15TH day of July, 2003.

MAYOR MICHAEL ADDICOTT

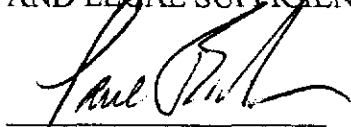
PI
Sign & Re

ATTEST:



CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



PAUL D. EICHNER
TOWN ATTORNEY

*I cannot sign
until contract
is attached or
unless language says
subject to
final negotiation
by Mayor*

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and ^{effective} entered into this 15th day of July, 2003 between the TOWN OF GOLDEN BEACH, State of Florida, a Florida municipal corporation, hereinafter referred to as the "TOWN" and BONILYN WILBANKS-FREE, hereinafter referred to as "TOWN MANAGER," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V, Section 5.01. of the Charter of the TOWN requires that there shall be a Town Manager who shall be responsible for the administration of the government of the TOWN; and,

WHEREAS, the TOWN has employed BONILYN WILBANKS-FREE as the Town Manager of Golden Beach as provided by Article V of the Town Charter; and

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

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 employ BONILYN WILBANKS-FREE as TOWN MANAGER for the term set forth in Section 3 below, consistent with the terms, conditions and covenants of the Charter of the Town of Golden Beach and this Agreement.
- 1.2 To pay and compensate the TOWN MANAGER for her services an initial base salary in the amount of seventy thousand dollars (\$70,000) annually payable in accordance with the regularly scheduled method of compensation for other municipal employees of the TOWN. The TOWN MANAGER shall be entitled to 120 hours of vacation per year and shall be afforded the same sick and holiday time afforded to other Town employees. Said vacation and sick times shall accrue consistent with that of other non bargaining Town employees.
- 1.3 To review and evaluate the performance of TOWN MANAGER annually at a time agreeable to both parties. Further, the Mayor may provide TOWN MANAGER with a summary written statement of the findings of the Town Council and provide an



- adequate opportunity for TOWN MANAGER to discuss her evaluation with the Mayor prior to its presentation to the Town Council. Based on the results of the annual evaluation, the Town Council may, in its sole discretion, grant a merit salary increase or bonus and/or other benefits upon a majority vote of the Town Council.
- 1.4 To deposit into the International City Manager Association Pension Fund (401k Plan) or other mutually agreeable pension plan on behalf of the TOWN MANAGER an amount equal to 10% of TOWN MANAGER'S base salary. TOWN MANAGER shall not be required to contribute to any retirement or deferred compensation fund. Said deposits will be made in equal proportionate amounts each pay period. Upon separation from the Town said funds will transfer with TOWN MANAGER upon her election pursuant to the plan rules and regulations.
- 1.5 To budget and to pay for all reasonable and customary professional dues and subscriptions of TOWN MANAGER necessary for her continuation and full participation in any three national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the TOWN, subject to approval by the Mayor or Town Council.
- 1.6 To provide to the TOWN MANAGER a vehicle allowance in the amount of \$500 a month. The TOWN MANAGER shall be responsible for all maintenance, insurance, and other costs associated with the vehicle.
- 1.7 To provide and make required premium payments for: (a) hospitalization, major medical, dental and optical insurance for TOWN MANAGER (b) short term and long term disability insurance policies, with bridging, for TOWN MANAGER providing 66 % of salary and (c) term life insurance in the amount of \$70,000.00.
- 1.8 To budget and to pay for the reasonable and customary travel and subsistence expenses of the TOWN MANAGER for official travel, meetings and seminars adequate to continue the professional development of TOWN MANAGER and to adequately pursue necessary official and other functions for the TOWN provided same is pre-approved by the Mayor or Town Council and that said payments are within the amount as set forth in State Statutes. Such professional meetings include but are not limited to the National International City Management Association, Florida City and County Management Association, National League of Cities, American Society for Public Administration, National Recreation and Park Association Congress and Mid-year Legislative Forum and Florida League of Cities.
- 1.9 To provide the TOWN MANAGER with the necessary Equipment to perform her duties and make herself available to the TOWN and others and pay the monthly costs associated with same. At a minimum, the Equipment shall consist of a cellular telephone, pager, computer and printer with necessary software and Internet connection which shall remain the property of TOWN, all of which is to be used exclusively for Town business.

Handwritten signature and initials, possibly "J.K." and "BW", in black ink.

- 1.10 To defend, save harmless and indemnify TOWN MANAGER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the scope of the performance of her official duties as TOWN MANAGER, except for intentional acts or grossly negligent acts of omission and except for acts outside the scope of her duties and responsibilities.
- 1.11 To pay the cost of any bonds required of the TOWN MANAGER under any law, ordinance or Charter of the Town.

SECTION 2.
TERMS AND CONDITIONS--TOWN MANAGER

- 2.0 The TOWN MANAGER agrees as follows:
- 2.1 To become the TOWN MANAGER of the Town of Golden Beach, Florida, in accordance with the terms, conditions and provisions contained in this Agreement and the Charter and Code of the Town of Golden Beach.
- 2.2 To fulfill the obligations and responsibilities provided for in the Charter and Code of the Town of Golden Beach and to perform all functions and duties as the individual responsible for the administration of the government of the TOWN with all powers subject to the advice and consent of the Mayor, in a professional and respectable fashion and with full decorum required of local government managers generally in Miami-Dade County, Florida and as required by the standards and Code of Ethics of the International City Management Association.
- 2.3 That the position of TOWN MANAGER is not and cannot be an hourly-type employment. Hence, the TOWN MANAGER 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 of Golden Beach. This shall not prohibit the TOWN MANAGER from periodic academic instructing, lecturing, consulting or writing performed so as to not distract from the business of the TOWN. It is recognized that due to the nature of the position that the TOWN MANAGER must devote time outside of normal business hours to the business of the TOWN, and to that end the TOWN MANAGER shall be allowed to adjust work hours and exercise flex time; however, there shall be no additional compensation of any kind.
- 2.4 In the event TOWN MANAGER voluntarily resigns her position with the TOWN before the expiration of this Agreement, then TOWN MANAGER shall provide TOWN with sixty (60) days written notice in advance, unless the parties otherwise agree in writing to a different period of time. In the event TOWN MANAGER voluntarily resigns her position, the TOWN agrees to pay TOWN MANAGER

W. J. Wilbanks
Free

severance pay in an amount equal to one (1) month salary with allowances, including deferred compensation and retirement contributions plus any accrued sick leave, vacation leave and other accrued and regular benefits. TOWN hereby expressly warrants and represents that said severance payments shall be paid to TOWN MANAGER in accordance with the regularly scheduled method of compensation for other municipal employees of the TOWN for the one (1) month period following the date of resignation and in the same amount as the TOWN MANAGER received at the time of her voluntary resignation. The TOWN shall continue to provide medical coverage for the TOWN MANAGER and her dependents for one (1) month following the date of resignation, in the same manner and in the same amount as the TOWN MANAGER received at the time of her resignation.

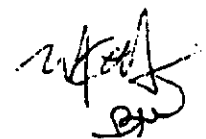
- 2.5 To use her best efforts in the performance of her duties and to remain loyal to the Town during her employment.
- 2.6 To carry out the orders of the Mayor of the Town in all administrative matters.

SECTION 3.
TERM

- 3.0 This Agreement shall be effective on July 15, 2003 and shall be for an indefinite term in accordance with Section 4. of this Agreement.

SECTION 4.
REMOVAL OF TOWN MANAGER

- 4.0 Nothing in this agreement shall prevent, limit, interfere with or otherwise restrict the right of the Town Council or Mayor to terminate the services of the Town Manager at any time, with or without cause.
- 4.1 In the event TOWN MANAGER is terminated by the TOWN, the TOWN agrees to pay TOWN MANAGER severance pay in an amount equal to one month of salary with allowances, including deferred compensation and retirement contributions plus any accrued sick leave; vacation leave and other accrued and regular benefits. The TOWN shall continue to provide medical coverage for the TOWN MANAGER and her dependents for the same time period as required for severance pay, in the same manner and in the same amount as the TOWN MANAGER received at the time of termination. The TOWN agrees to give TOWN MANAGER sixty (60) days notification, in writing, of termination. In the event TOWN MANAGER is terminated as a result of her conviction of an illegal act (other than traffic violations or misdemeanors) or because of a material breach of this agreement, the TOWN shall have no obligation to pay the aggregate severance pay designated herein. A material breach of this agreement shall mean conduct which is seriously prejudicial to the Town including without limitation, neglect of duty; breach of contract; violation of the Code of Ethics prescribed by Chpt. 112, Florida Statutes(as amended);



misconduct in office; gross insubordination; or incompetency.

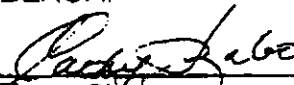
SECTION 5.
GENERAL PROVISIONS


- 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 last signed by the parties below.

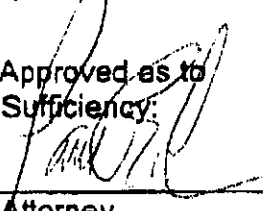
IN WITNESS WHEREOF, the TOWN OF GOLDEN BEACH has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk and the Town Manager has signed and executed this Agreement the day and year first set forth below.

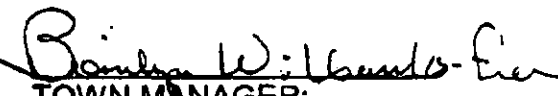
Attest:
BEACH:

TOWN OF GOLDEN BEACH: GOLDEN


Town Clerk


Mayor Michael Addicott
Date 12/10/03

Form Approved as to
Legal Sufficiency:

Town Attorney


TOWN MANAGER:
Date 12/10/03