

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1122.98

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; REGARDING TOWN POLICE CHIEF HERNAN CARDENO; PROVIDING FOR SALARY AND BENEFITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hernan Cardeno has been appointed Police Chief of the Town of Golden Beach; and

WHEREAS, the Town Council agrees to enter into an agreement with Chief Cardeno regarding the conditions of his employment;

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

Section 1. That the agreement with Hernan Cardeno, establishing his conditions of employment with the Town as Police Chief, as provided in the attached Exhibit A, is hereby approved.

Section 2. That the appropriate Town officials are hereby authorized and directed to execute this agreement.

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.


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 That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.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


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

Mayor Cuenca	<u>Aye</u>
Vice Mayor Addicott	<u>Absent</u>
Councilmember Chikovsky	<u>Aye</u>
Councilmember Fistel	<u>Aye</u>
Councilmember Rodriguez	<u>Aye</u>

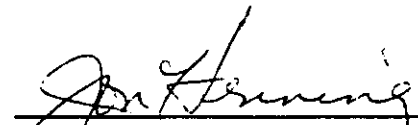
PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 18th day of August, 1998.


MAYOR JUDY CUENCA

ATTEST:


MICHELE F. ROBINEAU, CMC
DEPUTY TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


JON M. HENNING
TOWN ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 18th day of August, 1998, between the Town of Golden Beach (hereinafter the "Town") and Hernan D. Cardeno (hereinafter the "EMPLOYEE"), pursuant to the following terms and conditions:

- (A) WHEREAS, the TOWN wishes to continue the employment of HERNAN D. CARDENO as Police Chief of the Town of Golden Beach; and
- (B) WHEREAS, the TOWN and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the TOWN; and
- (C) WHEREAS, EMPLOYEE wishes to accept continued employment as the Police Chief of said TOWN under the terms and conditions set forth herein.

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 HERNAN D. CARDENO as the Chief of Police of the TOWN 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 Manager from time to time.

SECTION 2. TERM

- 2.1 This AGREEMENT shall be effective August 18th, 1998 and shall be for an indefinite term subject to termination by the MAYOR upon recommendation from the TOWN MANAGER.
- 2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MAYOR to terminate the services of the EMPLOYEE upon recommendation of the TOWN MANAGER pursuant to Town Charter Sections 4.01 (b)(5); 5.01(b); Code sections 2-172; 2-173.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

- 3.1 In the event EMPLOYEE's employment with the Town is terminated without cause by the Town Mayor upon recommendation from the Town Manager during such time that EMPLOYEE is willing and able to perform his duties under this Agreement, the Town agrees to pay EMPLOYEE a cash payment equal to six months aggregate salary ("Severance Pay") and benefits. The Town shall have the option of paying "Severance Pay" in one cash lump sum or pro-rated and paid during normal and customary pay periods to the EMPLOYEE. In such event, the EMPLOYEE shall also receive payment for any and all accrued annual and sick leave. Severance Pay shall be paid within fifteen (15) working days of termination. The Town shall continue to provide medical coverage for EMPLOYEE and dependents for six months following the date of termination, in the same manner and in the same amount as EMPLOYEE is receiving at the time of termination. In the event of termination, the Town shall provide sixty

(60) days' notice, in writing, to the EMPLOYEE. After the payment described above is made, the Town shall have no further financial obligation to EMPLOYEE.

- 3.2** In the event EMPLOYEE is terminated for "cause" the Town shall have no obligation to pay the Severance Pay designated in paragraph 3.1 above (for the purpose of this agreement, "cause" shall be defined as the commission of an act that results in the forfeiture of retirement benefits as provided in Section 112.3173, F.S. or an act that results in the de-certification of the EMPLOYEE as a law enforcement officer in the State of Florida while the EMPLOYEE is employed by the Town). If EMPLOYEE's employment is terminated pursuant to this subsection, then the Town shall pay to EMPLOYEE only accrued compensation and all accrued benefits 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 during the term of this Agreement, Employee shall give the Town at least 90 days' written notice prior to the effective date of such resignation. EMPLOYEE shall not be entitled to receive Severance Pay; however, EMPLOYEE shall be entitled to accrued annual and sick leave as of the date of resignation.

SECTION 5. COMPENSATION

- 5.1** The current salary of EMPLOYEE shall be \$65,000 per annum which shall be payable in installments at the same time as other employees of the Town are paid.
- 5.2** The EMPLOYEE shall be entitled to receive cost-of-living increases as are granted to other Town employees.
- 5.3** In addition to cost-of-living increases, the Town Manager agrees to 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 recommendation for adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation and shall be presented to the Mayor and Council for approval.

SECTION 6. PERFORMANCE EVALUATION

- 6.1** The Town Manager may review and evaluate the performance of the EMPLOYEE at least once annually. Said review and evaluation shall be in accordance with procedures developed by the Town Manager with input from the EMPLOYEE.
- 6.2** Annually, the Town Manager and EMPLOYEE shall define goals and performance objectives that they determine are necessary for the proper operation of the Police Department and in the attainment of the stated 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.

SECTION 7. HOURS OF WORK

7.1 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. EMPLOYEE further agrees to devote that amount of time and energy which is reasonable and necessary for EMPLOYEE to faithfully perform his duties under this Agreement. The term "employment" does not mean occasional teaching, consulting or writing performed during the EMPLOYEE's time off from work. If the EMPLOYEE resigns in compliance with Section 4, then Section 7.1 becomes null and void.

7.2 Hours of work shall be normally forty (40) hours per week. It is recognized that due to the nature of the position that the EMPLOYEE must devote time outside of normal business hours to the business of the Town, and to that end the EMPLOYEE shall be allowed to adjust work hours and exercise flex time.

SECTION 8. AUTOMOBILE

The EMPLOYEE will be issued a Town owned or leased unmarked vehicle. The vehicle will be used by the EMPLOYEE for on-duty and unlimited/unrestricted off-duty usage during the term of this agreement within the State of Florida; outside of the state with prior approval of the Town Manager. The Town will provide for maintenance, operation and insurance expenses of the vehicle assigned to the EMPLOYEE. In the event that the Town discontinues to provide the EMPLOYEE an automobile, the EMPLOYEE shall receive an automobile allowance to be agreed upon by parties to this Agreement or in the same amount as other department heads.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

The EMPLOYEE will be allowed to participate in the Police Pension Plan which has been approved by Council.

SECTION 10. INSURANCE AND INDEMNIFICATION

10.1 The Town shall provide insurance benefits, including health, disability and life insurance to the EMPLOYEE. Dependent health insurance coverage will be afforded the EMPLOYEE at a rate of 50% of cost, the same as other employees of the Town.

10.2 Indemnification. The Town shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of EMPLOYEE's duties as Chief of Police. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon pursuant to and as provided by law.

SECTION 11. VACATIONS, SICK LEAVE, HOLIDAYS AND OTHER BENEFITS.

- 11.1** EMPLOYEE will earn annual vacation leave at a rate of four (4) weeks per annum. After the fifteenth (15) year of employment, EMPLOYEE will earn annual vacation leave at a rate of five (5) weeks per annum.
- 11.2** EMPLOYEE shall be entitled sick leave and holiday leave and all other additional employee benefits (except for paid overtime, paid compensatory leave, and paid court time) as afforded other employees.
- 11.3** EMPLOYEE shall be entitled to no fewer benefits than currently provided other employees and department heads and will be entitled to any additional benefits that may be granted to other employee or department heads in the future.

SECTION 12. PROFESSIONAL DEVELOPMENT

- 12.1** Membership dues, subscription fees, time, registration and per diem expenses for attendance to selected professional associations, workshops, schools and seminars will be provided by the Town. Permission may be granted for the EMPLOYEE to attend the F.B.I. National Academy, International Association of Chiefs of Police, Florida Police Chief's Association and similar training and development in order that the Chief maintain sufficient training as mandated by the State and stays current on matters affecting law enforcement.
- 12.2** The Town agrees to pay up to, but no more than, 10% of base salary per annum for successful completion of college courses taken towards a graduate/Master's Degree or higher education. Tuition, books, registration fees and other associated costs are included in the 10%.

SECTION 13. DEATH DURING EMPLOYMENT

Any accrued salary and benefits (annual leave and sick leave) shall be paid to spouse (if married) or EMPLOYEE's estate along with any additional benefits extended to other police officers, as well as any life insurance benefits, pension funds and ICMA retirement funds subject to legally executed designations of beneficiaries to the contrary. This Agreement shall be binding on and insure to the benefit of the respective parties, to their respective heirs, legal representatives, successors and assigns.

SECTION 14. NO REDUCTION IN BENEFITS

Unless imposed on all governmental employees of the Town.


SECTION 15. OTHER TERMS AND CONDITIONS

- 15.1** 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 portions thereof, shall not be affected and shall remain in full force and effect.

- 15.2 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.
- 15.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the EMPLOYEE except as provided in any benefits, including without limitation, retirement, accrued leave, disability and death benefits.
- 15.4 This Agreement contains the entire agreement of the parties. This Agreement shall be binding on and insure to the benefit of the respective parties, to their respective heirs, legal representatives, successors and assigns. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto.
- 15.5 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.

SECTION 16. NOTICE

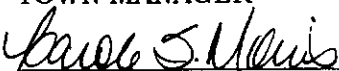
Notices pursuant to this Agreement shall be given by hand-delivery or certified mail through United States Postal Service delivery, addressed as follows:

Town	Town Manager Town of Golden Beach One Golden Beach Drive Golden Beach, FL 33160	With copies to: Town Attorney Jon Henning Mastriana & Christiansen, PA 1500 North Federal Highway Suite 200 Fort Lauderdale, FL 33302
Employee	Hernan D. Cardeno  (**CONFIDENTIAL**) Exempt from Public Records pursuant to Florida State Statute/Law Enforcement Officer	

IN WITNESS WHEREOF, the Town of Golden Beach as TOWN, and Hernan D. Cardeno as EMPLOYEE, have caused this Agreement to be signed and executed, in duplicate, the day and year first written above.

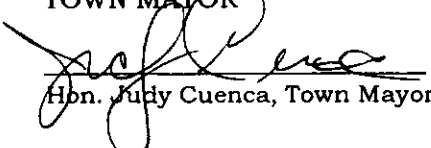
TOWN EMPLOYEE

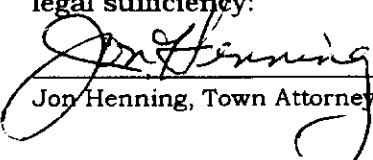
Hernan D. Cardeno, Police Chief

TOWN MANAGER

Carole S. Morris, Town Manager

ATTEST:

Michele Robineau, Deputy City Clerk

TOWN MAYOR

Hon. Judy Cuenca, Town Mayor

Approved as to form and
legal sufficiency:

Jon Henning, Town Attorney

JH