

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1135.98

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; REGARDING TOWN MANAGER CAROLE S. MORRIS; PROVIDING FOR SALARY AND BENEFITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Carole S. Morris has been appointed Town Manager of the Town of Golden Beach; and

WHEREAS, the Town Council agrees to enter into an agreement with Town Manager Carole S. Morris regarding the conditions of her 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 Carole S. Morris, establishing her conditions of employment with the Town as Town Manager, 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.

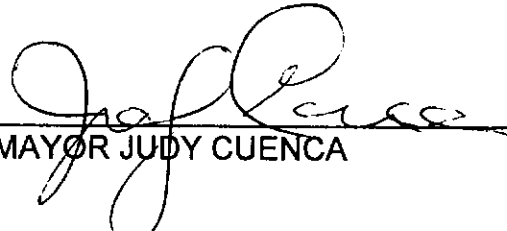
Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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 Rodriguez, seconded by Vice Mayor Chikovsky and on roll call the following vote ensued:

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

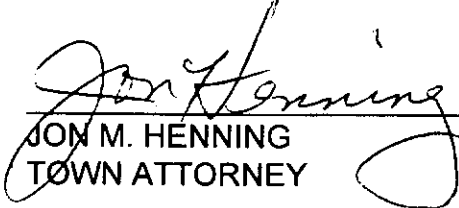
PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 15th day of September, 1998.


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 15 day of Sept., 1998, between the Town of Golden Beach (hereinafter the "Town") and Carole S. Morris (hereinafter the "EMPLOYEE"), pursuant to the following terms and conditions:

- (A) WHEREAS, the TOWN wishes to continue the employment of Carole S. Morris as Town Manager 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 Town Manager 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 CAROLE S. MORRIS as the Town Manager 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 Mayor and Council from time to time. (Ref. Charter Section 5.01; Code Sections 2.136; 2.137; 2.138; 2.139; 2.140; 2.174; 2.175.)

SECTION 2. TERM

- 2.1 This AGREEMENT shall be effective Sept 15, 1998 and shall be for an indefinite term subject to termination by the TOWN COUNCIL upon recommendation from the MAYOR.
- 2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN COUNCIL to terminate the services of the employee pursuant to Charter Section 5.02.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

- 3.1 In the event EMPLOYEE's employment with the Town is terminated, after January 1, 1999, without cause by the Town Council during such time that EMPLOYEE is willing and able to perform her duties under this Agreement, the Town agrees to pay EMPLOYEE a cash payment equal to six months aggregate salary ("Severance Pay") and benefits. In the event that the EMPLOYEE is terminated without cause by the Town Council prior to January 1, 1999, the Town agrees to pay EMPLOYEE an amount equal to one month's salary for each month of employment. 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. After the payment described above is made, the Town shall have no further financial obligation to EMPLOYEE. EMPLOYEE shall make every reasonable effort to assist the Town during this transitional period.
- 3.2 In the event EMPLOYER at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all employees of EMPLOYER, or in the event EMPLOYER refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the Town Council that she resign, then, in that event EMPLOYEE may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

- 3.3 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.S.). 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 her position during the term of the Agreement, Employee shall give the Town at least 45 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 \$75,000 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 Mayor 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 Council for approval.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 The Mayor 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 Mayor with input from the EMPLOYEE.
- 6.2 Annually, the Mayor and EMPLOYEE shall define goals and performance objectives that they determine are necessary for the proper operation of the Town 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 her 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 shall receive an automobile allowance of \$600 per month for the public and private use of her personal vehicle.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

The Town shall contribute into a retirement program chosen by the Town Manager the sum of 10% of annual salary not to exceed the maximum amount allowable by law, excluding car allowance and insurance benefits, paid monthly. The Town agrees to execute all necessary documents and agreements provided by the ICMA Retirement Corporation and contribute into the ICMA deferred compensation program the sum provided herein on behalf of the Town Manager.

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 Town Manager. 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 and paid compensatory leave) 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.

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 life insurance benefits 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: Mayor and Council
 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 33042

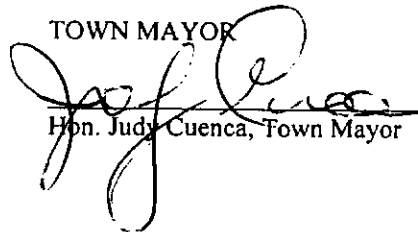
Employee: Carole S. Morris

 Davie, FL 33029
 (**CONFIDENTIAL**)
 Exempt from Public Records pursuant to
 Florida State Statute/Law Enforcement Officer's Spouse

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

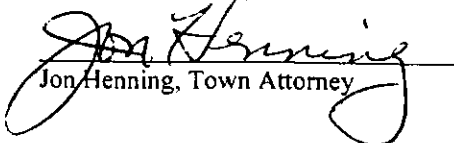
TOWN EMPLOYEE

 Carole S. Morris, Town Manager

TOWN MAYOR

 Hon. Judy Cuenca, Town Mayor

ATTEST:

 Michele Robineau, Deputy Town Clerk

Approved as to form and
 Legal sufficiency:

 Jon Henning, Town Attorney