

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2761.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alexander Diaz is employed by the Town of Golden Beach (the "Town") as Town Manager pursuant to an Employment Agreement effective from and after November 10, 2010 (the "Agreement"); and

WHEREAS, the Town Council and the Town Manager wish to amend the Agreement by entering into the Second Amendment to Town Manager's Employment Agreement attached hereto 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. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval. The Town Council approves the Second Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin seconded by Councilmember Mendal and on roll call the following vote ensued:

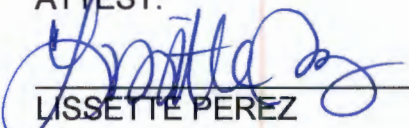
Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

ATTEST:



MAYOR GLENN SINGER



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 31, 2021

To: Town Council Members

From: Honorable Glenn Singer
Town Mayor

Item Number:

13

Subject: Resolution No. 2761.21- Approval of an Amendment to the
Town's Manager's Employment Agreement

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2761.21 as presented.

Background:

Alexander Diaz has been serving as our Town Manager since his appointment in March of 2007. He is currently the longest consecutively serving City Manager in Miami-Dade, and Broward County.

During his tenure, the Town has realized significant improvements in both the values of our community and the infrastructure of our Town. In a little less than 14 years, the manager has been able to leverage a \$14.5 million dollar General Obligation Bond to execute and deliver over \$53-million dollars in capital projects.

Just this past summer, our Manager has leveraged and secured an additional \$1.6-million dollars for projects and programming for our Town.

He has been able to do so all while lowering the Town's millage rate, increasing our services, retaining staff and investing in our infrastructure.

The list of the Manager's accomplishments are too great to list individually but there is no doubt that through his leadership the Town has developed into the most sought after community that it is today.

The Manager's employment contract expired this past year. After considering his request and negotiating (down (a considerable amount)) some of the terms he was seeking, we were able to agree to the concessions found in the attached Amendment.

Although some will say that the Manger's contract is generous, no one knows better than I the level of commitment, professionalism, expertise and sacrifice that Alexander has given to our Town. Alexander truly cares about Golden Beach, and with this amendment, he will have spent his career and prime years with our Town.

Fiscal Impact:

The Amendment provides for annual salary increases, a consolidation of bonus, and makes some changes to the benefits and terms as enumerated in the attached Employment Agreement Amendment.

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
TOWN MANAGER

This Second Amendment to Employment Agreement (“the Second Amendment”) is made and entered into this _____ day of _____, 2021, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

RECITALS

WHEREAS, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town; and

WHEREAS, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

WHEREAS, the Town and the Employee wish to revise the Agreement to address the Employee’s compensation for the following five (5) years, the retirement benefits multiplier for credited years of service, and the length of notice preceding a resignation.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

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

Section 2. Agreement Amended: That Sections 4, 5.3, 5.4 and 9.4 of the Agreement are hereby amended to read as follows:

4. In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least forty-five (45) 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 unless otherwise agreed to by the parties. However, the employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Employee shall receive the following annual increases upon the Town Council's approval pursuant to the terms of Section 6 of this Agreement: seven and one half percent (7.5%), effective October 1, 2021; five percent (5%), effective October 1, 2022; five percent (5%), effective October 1, 2023; five percent (5%), effective October 1, 2024; and zero percent (0%), effective October 1, 2025. Except for the increase provided upon the adoption of this Amendment, the Town Council shall make its determination each year on or around the anniversary of this Second Amendment, but before the conclusion of the Town's annual Budget Process.

5.4 The Employee may be entitled to an annual bonus of Forty Thousand Dollars and No Cents (\$40,000) at the sole discretion of the Mayor and Town Council; pursuant to section 6. If the Mayor and Town Council determine that the Employee is entitled to an annual bonus, such bonus shall be paid to the Employee on or before September 30th of that year; commencing with 2021.

9.4 The Employee's monthly normal retirement benefit shall be an amount equal to a percent of Average Monthly Earnings based on the length of eligible Credited Service as follows:

Completed Years of Credited Service After Becoming a Plan Member	Normal Retirement Benefit as a Percentage of Average Monthly Earnings:
0-2 years in the Plan (11-12 years of Town service)	15% × Credited Service
3-4 years in the Plan (13-14 years of Town service)	3% × Credited Service
5-6 years in the Plan (15-16 years of Town service)	6% × Credited Service
After 7 years in the Plan (after 16 years of Town service)	3% × Credited Service

Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Second Amendment and the terms of the Employment Agreement and any prior amendments, the terms of this Second Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Second Amendment and any prior amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. _____ passed on _____, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By: _____
Glenn Singer, Mayor

ATTEST:

Lissette Perez,
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**

Stephen J. Helfman,
Town Attorney

TOWN MANAGER

Alexander Diaz

Date _____