

EMPLOYMENT AGREEMENT AMENDMENT #1

TOWN MANAGER

This Employment Agreement (the "Agreement" is made and entered into this xxnd day of xxx, between the Town of Miami Lakes, Florida a Florida municipal corporation, (the "Town" and Alex Rey ("Rey" or "Town Manager").

RECITALS:

WHEREAS, Article III, 3.16 of the Town Charter (the "Charter") requires that there shall be a Town Manager, who shall be the Chief Administrative Officer of the Town; and

WHEREAS, the Town desires to employ the services of Rey as Town Manager and Rey wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

- 1.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Town Code.
- 1.2 The Town Manager shall carry out the policy directives of the Town Council including implementation of the Town's Strategic Plan.
- 1.3 The Town Manager shall provide the Town Council with a monthly report, which shall include a list of directives from the Town council and the status of the achievement of the same.
- 1.4 The Town Manager shall perform such other duties as may be assigned by the Town Council from time to time.

Section 2. Salary.

2.1 The Town Manager shall receive an initial annual salary in the amount of \$~~189,888~~,000.00 payable in equal bi-weekly installments starting on ~~September 6~~ October 1st, 201~~30~~. This salary shall be adjusted by the Town Council as specified in Section 3 of the Agreement.

2.2 On each anniversary date, the Town Manager shall receive a bonus equal to four percent (4%) of his annual base salary provided that the Manager has, in the prior fiscal year, reduced Town expenditures by at least \$150,000.00 from the annual adopted budget for that fiscal year.

2.3 For purposes of this Agreement, the Town Manager's anniversary date shall be October 1 of each year starting with 201~~41~~.

2.4 Effective on September 2015, the Town Manager agrees to negotiate a performance based compensation package with the Mayor or a Councilmember, duly appointed by the Town Council to negotiate on its behalf, with the objective of reducing a portion of the base salary and establishing a bonus compensation program. The base salary shall be obtained via comparable sized cities utilizing the Florida Professional Human Resources (FPHRA) Salary and Benefits Survey. The ultimate goal is to tie compensation with performance which shall transform the compensation philosophy of municipal managers. Both parties agree to negotiate in good faith to establish this innovative program. The modifications to the compensation package will be ratified by the Town Council and consist of merit/incentive award. This new compensation structure will be clearly integrated within performance based budgeting and the strategic plan.

Section 3. Performance Evaluations.

3.1 The Town Council shall evaluate the performance of the Town Manager at least once annually within 30 days of the Town Manager's anniversary date. Based upon the results of the annual evaluation, the Town Council may, in its sole discretion, grant a salary increase and/or grant additional benefits to the Town Manager.

3.2 The evaluation specified in Sections 3.1 shall be based upon (i) the Town Manager's performance of the duties specified in Section 1 and (ii) the Town Manager's achievements of the Town Council's policy directives. Within 90 days of the Town Manager's start date, the Town Council, in consultation with the Town Manager, shall develop criteria for making the annual evaluation.

Section 4. Deferred Compensation / Retirement Benefits.

4.1 The Town shall make a contribution for the Town Manager into the Florida Retirement System at the rate specified for the Executive Class. Town Manager shall ~~not~~ be required to contribute to any retirement as required by the Florida Retirement System. The Town Manager shall not be required, but will have the option to contribute to a ~~or~~ deferred compensation fund.

4.2 The Town shall make a contribution in the amount of \$2,500 to a deferred compensation plan. In the event, the Town Manager enters into the Deferred Retirement Option Program (DROP), any reduction in the Town's annual contribution shall be deposited in the Manager's deferred compensation program, subject to the maximum amount allowed by the Internal Revenue Service.

Section 5. Professional Dues and Expenses.

5.1 The Town shall pay for all reasonable and customary professional dues and subscriptions necessary for Town Manager's participation in municipal associations and organizations, as approved in the Town's annual budget.

5.2 The Town shall pay for the Town Manager's participation in those local civic and non – profit job-affiliated organizations that the Town Manager is directed to participate in by the Town Council.

Section 6. Automobile.

6.1 The Town Council will provide the Town Manager with a monthly automobile allowance of \$500.00.

Section 7. Insurance Benefits.

7.1 At the election of the Town Manager, the Town shall either provide at the Town's expense, a policy for hospitalization, major medical, and dental insurance for the Town Manager, his spouse and his dependents ("Insurance Benefits") as well as disability insurance for the Town Manager only, or provide the Town Manager with the cash equivalent of the cost of providing the Insurance Benefits. The Town will provide the above insurance coverages (or cash equivalent) at the ~~Town's standard health insurance program basic level (currently Av Med Low Option HMO and American Dental Plan Standard and Long Term Disability)~~, and the Town Manager shall be solely responsible for cost differential for any enhanced coverage above what the Town provides.

7.2 The town shall purchase a term life insurance policy for Town Manager in the amount equal to 100% of one year's salary. The Town Manager shall designate the beneficiary of such policy.

Section 8. Annual Leave and Holidays.

8.1 The Town Manager shall annually receive a total of twenty-five (25) days of annual leave. Such leave shall accrue equally per pay period.

8.2 There shall be no separate allotment of sick leave and annual leave shall be used if the Town Manager is absent from work on a work day for any reason.

8.3 The Town Manager shall not use more than seven (7) consecutive days of vacation leave without prior approval of the Town Council. Unused annual leave shall be carried over into the following year.

8.4 The Town Manager shall be entitled to such holidays as are recognized by the Town.

8.5 As used in this Section, the work day shall mean business day.

Section 9. Travel and Meeting Expenses.

9.1 The Town shall pay for reasonable and customary travel expenses of Town Manager for meetings and seminars as annually budgeted by the Town Council or as may be directed by the Town Council.

Section 10. Equipment.

10.1 The Town shall provide the Town Manager with the use of electronic equipment necessary for the Town Manager to make himself available to perform his duties. Such equipment shall include those items necessary for the Town Manager utilize the Town's computer network at all times and maintain communication with the Town's residents, Town Council and staff at all times.

Section 11. Days.

11.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 12. Bonds.

12.1 The Town shall pay for the cost of any bonds for the Town Manager required pursuant to Section 3.5 of the Charter.

Section 13. Reduction of Compensation.

13.1 The Town Council shall not at any time during the term of this Agreement reduce the salary or benefits provided to the Town Manager below the levels provided for in this Agreement.

Section 14. Employment Exclusive.

14.1 The Town Manager shall remain in the exclusive employ of the Town and shall not accept any other employment during the term of this Agreement without the prior approval of the Town Council. Effective on April 1, 2018, the Town Manager may engage in consulting services, as long as they are not deem to be a conflict by the Town Attorney. Any such services will be reported to the Town Council.

Section 15. Term.

15.1 This Agreement shall commence on September 6, 2010 and continue through March 31, 2019 October 1, 2015 (the "Term"), unless terminated earlier as provided in this Agreement.

~~15.2 180 days prior to the expiration of the Term of this Agreement, the Town Council and the Town Manager shall meet to discuss the renegotiation or renewal of this Agreement if requested by either party. Such negotiations or renewal shall be completed no later than 90 days prior to the expiration of the Term. If after such negotiations of the Term has not been renewed, the Town Manager may voluntarily resign during the last 90 days of the Term by providing 15 days advance written notice to the Town. A resignation under this Section shall be considered a resignation under the terms of Section 16.6 of this Agreement.~~

Section 16. Termination.

16.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of the Town Manager at any time.

16.2 In the event the Town Council wishes to terminate Town Manager, it shall do so in accordance with the provisions of Section 3.2 of the Charter.

16.3 In the event the Town Manager is terminated prior to the expiration of the Term specified in Section 15.1, the Town Manager shall receive a severance payment, which will consist of a payment of ~~20 weeks 180 days~~ worth of Town Manager's base pay and benefits at the time of termination and a payout for all accrued and unused annual leave as of the date of termination, calculated at the Town Manager's rate of pay at that time. The foregoing payments shall be paid to town Manager in a lump sum upon his termination or within thirty (30) days thereafter at the Town Council's option.

16.4 Notwithstanding the provisions of Section 16.3, in the event Town Manager is terminated for cause, the Town shall have no obligation to provide the Town Manager any severance pay or payout for accrued and unused vacation and sick leave. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, (iv) gross insubordination or (v) willful neglect of duty.

16.5 Upon payment of the severance payments specified in Section 16.3, or upon termination as provided for in Sections 16.4 or 16.8, the Town shall have no further financial obligations to Town Manager. The severance payments specified in Section 16.3 shall constitute agreed, stipulated, and liquidated damages and constitute the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.

16.6 In the event that the Town Manager voluntarily resigns during the Term of this Agreement, the Town Manager shall provide the Town with 60 days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Town Manager under this Section, the Town Manager shall not be entitled to receive any severance pay, but the Town shall provide the Town Manager with a payout for all accrued annual leave calculated at the Town Manager's rate of pay in effect upon the date of termination.

16.7 In the event that the Town Manager voluntarily resigns with less than 60 days advance written notice, the Town Manager shall not be entitled to any severance pay nor shall the Town Manager receive payment for any accrued annual leave, except as provided in Section 15.2.

16.8 If the Town Manager is unable to perform his duties as specified in Section 1 of this Agreement due to disability, sickness, accident, injury or death, as certified by a physician, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, the Town Manager shall not be entitled to any severance pay, however, the Town Manager or his designated beneficiary shall receive a payment for all accrued unused annual leave.

Section 17. Conflict of Interest Prohibition.

17.1 Town Manager shall not without the expressed prior approval of the Town Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Town, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

17.2 The Town Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Miami-Dade County Code of Ethics pertaining to public employees.

Section 18. Miscellaneous Provisions.

18.1 Complete Agreement. 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 not commitments, agreement, 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.

18.2 Amendment. 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.

18.3 Severability. 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 portion thereof, shall not be affected and shall remain in full force and effect.

18.4 No Waiver. 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.

18.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

18.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

18.7 Waiver of Jury Trial. Both the Town and the Town Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

18.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Town Council meeting. Notice shall be sent as follows:

For the Town: Wayne Slaton, Mayor
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Telephone: (305) 364-6100
Facsimile: (305) 558-8511

With a copy to: Town Attorney
Greenspoon Marder Law
100 W. Cypress Creek Rd, Suite 700
Ft. Lauderdale, FL 33309
Telephone: (305) 364-6100
Facsimile: (305) 558-8511

For the Town Manager: Alex Rey, Town Manager
6039 La Gorce Drive
Miami Beach, FL 33140

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by Council Motion on November 12, 2013 and Town Manager have signed and executed this Amended Agreement on the day and year written below.

Town of Miami Lakes

Attest: By: _____
Wayne Slaton, Mayor

Date: _____

Marjorie Tejada, Town Clerk

Approved as to form and legal sufficiency:

Greenspoon Marder Law
Town Attorney

Town Manager

Alex Rey

Date: _____

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