

**RESOLUTION NO. 18-1578**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN EDWARD PIEDERMANN AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 3.1 of the Town of Miami Lakes (the “Town”) Charter provides for a Town Manager to act as the Chief Administrative Officer of the Town; and

**WHEREAS**, Section 3.3 of the Town Charter provides that the appointment of the Town Manager shall be made by the Town Council, based on the qualifications of the Town Manager with feedback from the community; and

**WHEREAS**, Section 2.55 of the Town Code provides the procedures for Town Manager Selection, which include the use of a Manager Selection Committee, comprised of residents, to interview and provide the Town Council with a list of eligible candidates; and

**WHEREAS**, after many meetings, review of applications and resumes, and numerous interviews, the Selection Committee provided the Town Council with a short list of five (5) candidates; and

**WHEREAS**, on December 4, 2018, the Town Council selected and nominated Edward Pidermann from the short list; and

**WHEREAS**, Edward Pidermann has agreed to the terms of the agreement; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to authorize the Mayor and Town Attorney to take appropriate measures to execute an agreement and employ Edward Pidermann as Town Manager.

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**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of the Contracts.** The Town Council hereby approves the contract for Town Manager with Mr. Edward Pidermann, provided and attached hereto as Exhibit "A."

**Section 3. Authorization of the Town Mayor and Town Attorney to Finalize and Execute Contract.** The Town Council authorizes the Town Mayor and Town Attorney to take all necessary steps to finalize and execute an agreement attached hereto as Exhibit "A" with Mr. Edward Pidermann for Town Manager.

**Section 4. Authorization of Fund Expenditure.** The Town Council authorizes the expenditure of budgeted Town Funds to fulfill the terms of the agreement attached hereto as Exhibit "A."

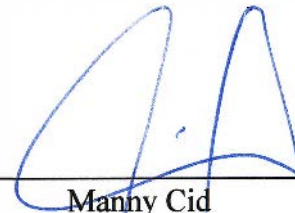
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 18<sup>th</sup> day of December 2018.

The foregoing resolution was offered by Mayor Cid who moved its adoption. The motion was seconded by Councilmember Dieguez and upon being put to a vote, the vote was as follows:

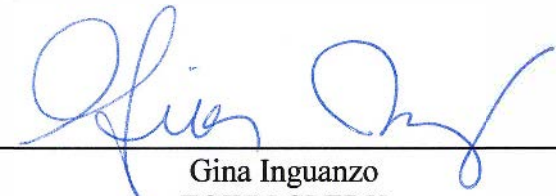
|                                 |               |
|---------------------------------|---------------|
| Mayor Manny Cid                 | <u>yes</u>    |
| Vice Mayor Nelson Rodriguez     | <u>yes</u>    |
| Councilmember Carlos O. Alvarez | <u>Absent</u> |
| Councilmember Luis Collazo      | <u>Absent</u> |
| Councilmember Josh Dieguez      | <u>yes</u>    |
| Councilmember Jeffrey Rodriguez | <u>yes</u>    |
| Councilmember Marilyn Ruano     | <u>yes</u>    |



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Manny Cid  
MAYOR

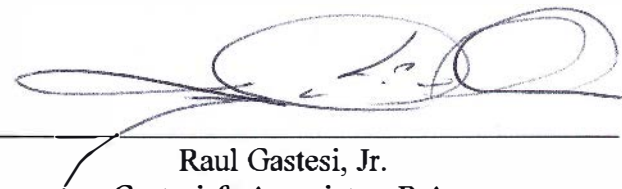
Attest:



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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# EXHIBIT A

EMPLOYMENT AGREEMENT

TOWN MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 18th day of December, 2018, between the Town of Miami Lakes, Florida, a municipal corporation, (the "Town") and Edward Pidermann ("Pidermann" or "Town Manager"). The effective date of this agreement shall be February 2, 2018.

**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 Pidermann as Town Manager and Pidermann 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 \$178,000, payable in equal bi-weekly installments starting on February 2, 2019. This salary shall be adjusted by the Town Council as specified in Section 3 of the Agreement.
- 2.2      For purposes of this Agreement, the Town Manager's anniversary date shall be February 1<sup>st</sup> of each year.

**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 Section 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 (FRS) at the rate specified for the Senior Management Service Class. The Town Manager shall be required to contribute to his FRS retirement as required by the Florida Retirement System. The Town Manager shall not be required but will have the option to contribute to a deferred compensation fund.
- 4.2 At the Town Manager's sole discretion, he may elect to opt out of participation in the FRS. If the Town Manager elects to opt out of the FRS, the Town shall make a contribution to a 401(a) account on behalf of the Town Manager, equal to the required employer contribution that the Town would have made to the FRS in 4.1 above. If the Town Manager exercises his rights under Section 4.2, the Town Manager shall not be required to make a contribution.

**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 nonprofit job-affiliated organizations that the Town Manager is directed to participate in by the Town Council.
- 5.3 The Town Manager agrees to expeditiously pursue ICMA Credentialing.
- 5.4 The Town agrees to pay expenses related to ICMA Credentialing.

**Section 6. Automobile.**

- 6.1 The Town Council will provide the Town Manager with a monthly automobile allowance of \$650.00. The Town Manager agrees to drive all of the neighborhoods of the Town of Miami Lakes no less than two (2) times per week. If the Town Manager is on leave at least

three (3) days of any given week, 6.1 shall not apply. The Town Manager shall maintain a log and map of the dates and times when he complies with the terms of this section.

**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 (DPPO) 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, 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 of 100% of the Town Manager's annual salary. The Town Manager shall designate the beneficiary of such policy.

**Section 8. Annual Leave and Holidays.**

- 8.1 On the effective date of this agreement the Town shall issue 3 days of annual leave to the Town Manager's leave balance. Subsequent to the execution of this Agreement the first 3 days of annual leave, the Town Manager shall be issued annual leave as follows:
- February 1, 2019 – January 31, 2020 20 days annually
  - February 1, 2020 – January 31, 2021 21 days annually
  - February 1, 2021 – January 31, 2022 22 days annually
  - February 1, 2022 – January 31, 2023 23 days annually
- Such leave shall accrue equally per pay period.
- 8.2 The Town Manager shall accrue Sick time at the same rate and in the same manner as other Town employees. Unused sick leave shall be carried over into the following year. In no event shall the Town Manager be entitled to financial remuneration for unused sick time.
- 8.3 The Town Manager shall not use more than seven (7) consecutive days of annual 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, including Floating Holidays.
- 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 to 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.

**Section 15. Term.**

- 15.1 This Agreement shall commence on February 2nd, 2018 and continue until February 1, 2023, unless terminated earlier as provided in 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, without cause (as defined in 16.4 below), the Town Manager shall receive a severance payment, which will consist of a payment of 16` weeks' 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 payout shall not include accrued sick 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. For the purposes of this Agreement, "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 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, unless otherwise agreed to by the parties, 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 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 or sick time.
- 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 or injury, as certified by a physician, for a period exceeding ninety (90) calendar days or due to death, 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.
- 16.9 In the event that the Town Manager elects to move outside of the Town of Miami Lakes, the Town Council shall have the right to terminate this agreement, without paying any severance pay to the Town Manager. The Town Manager shall give notice to the Town within ten (10) days of moving out of the Town. The Town Council shall have sixty (60) days from this notice to terminate this contract in writing to the Town Manager. If the Town Manager moves out of the Town of Miami Lakes due to destruction of his home for any reason, this provision shall not apply during the period of reconstruction of the home.

**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 or for the purchase of real property for the purposes of home ownership, investment or rental.
- 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: Manny Cid, Mayor  
Town of Miami Lakes  
6601 Main Street,  
Miami Lakes, FL 33014  
Telephone: (305)364-6100  
Email: [Cidm@miamilakes-fl.gov](mailto:Cidm@miamilakes-fl.gov)

With a copy to: Raul Gastesi, Town Attorney  
Town of Miami Lakes  
6601 Main Street,  
Miami Lakes, FL 33014  
Telephone: (305)364-6100  
Email: rgastesi@gastesi.com

For the Town Manager: Edward Pidermann  
to his then current home address

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by Council Motion on December 18<sup>th</sup>, 2018, and Town Manager have signed and executed this Agreement on the day and year written below.

Town Manager

By:   
\_\_\_\_\_  
Edward Pidermann

Town of Miami Lakes

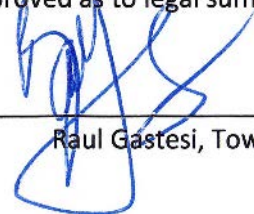
By:   
\_\_\_\_\_  
Manny Cid, Mayor

Date: 12/18/18 \_\_\_\_\_

Attest:

By:   
For: Gina Inguanzo, Town Clerk

Approved as to legal sufficiency:

By:   
\_\_\_\_\_  
Raul Gastesi, Town Attorney