

**RESOLUTION NO. 22-1870**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN EDWARD PIDERMANN AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR OR VICE 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**, Edward Pidermann (“Pidermann”) has been serving as the Town Manager (“Manager”) since February 2, 2019; and

**WHEREAS**, on September 13, 2022, the Town Council passed a motion electing to extend the employment of Pidermann, and to designate Vice Mayor Jeffrey Rodriguez to represent the Town Council to negotiate terms and conditions of a new employment agreement with Edward Pidermann ; and

**WHEREAS**, Vice Mayor Rodriguez and Edward Pidermann have agreed to the proposed terms of the agreement, in substantially the same form as attached hereto as Exhibit “A.”; and

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

**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 or Vice Mayor and Town Attorney to Finalize and Execute Contract.** The Town Council authorizes the Town Mayor or 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 1<sup>st</sup> day of November, 2022.

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

Mayor Manny Cid	No
Vice Mayor Jeffrey Rodriguez	Yes
Councilmember Carlos O. Alvarez	No
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Tony Fernandez	Yes
Councilmember Marilyn Ruano	Yes



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Jeffrey Rodriguez  
VICE MAYOR


Attest:



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Gina M. Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi, Lopez and Mestre, PLLC.  
TOWN ATTORNEY

# **EXHIBIT A**

## EMPLOYMENT AGREEMENT

### TOWN MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of November, 2022, 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 upon final approval & execution.

#### **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 continue the employment of Pidermann as Town Manager and Pidermann wishes to accept this employment extension.

**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 Town of Miami Lakes Charter and applicable sections of the Town Code.
- 1.2 The Town Manager shall carry out all lawful 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 brief the members of the Town Council prior to publicly publishing items to agendas, including proposed annual budgets. At the Town Manager's discretion, this briefing may be by way of electronic mail (e-mail) to the members of the Council.
- 1.5 The Town Manager shall abide by all obligations of the Town of Miami Lakes Charter.
- 1.6 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 annual salary in the amount of \$215,000, payable in equal bi-weekly installments starting on the first full pay period following the final approval and execution of this agreement. This salary shall be adjusted by the Town Council as specified in Sections 2.3, 2.4 & 3 of this Agreement.

- 2.2 For purposes of this Agreement, the Town Manager's anniversary date shall be February 1<sup>st</sup> of each year.
- 2.3 The Town Manager shall be entitled to all across-the-board cost-of-living-adjustments (COLAs) and/or performance bonuses afforded to other members of the Town Staff.
- 2.4 Subject to 3.1 below, if the Town Manager achieves at least four (4) performance evaluations from members of the Town Council of at least "above average", he shall be entitled to receive any performance bonus afforded to other members of the Town Staff

**Section 3. Performance Evaluations.**

- 3.1 The Town Council shall evaluate the performance of the Town Manager 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, performance bonus and/or grant additional benefits to the Town Manager. If a member of the Town Council chooses not to conduct a formal written evaluation of the Town Manager and submit it to the Town Manager by the Town Manager's anniversary date, that member's evaluation shall be deemed to be no less than "above average".
- 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. The evaluation criteria used for the evaluation of the Manager shall be that prescribed by the International City/County Manager's Association (ICMA) for the evaluation of Managers.

**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 established annually by the State of Florida Legislature 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 As permitted by Florida Statute, 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 the neighborhoods of the Town of Miami Lakes no less than one (1) time per week, with one (1) drive per month occurring in the evening. If the Town Manager is on leave at least two (2) 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 (the "Drive Log"). The Manger shall be required to provide the Town Council with a copy of the Drive Log at the end of each month.

**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 Manager shall earn twenty-five (25) days of annual leave every fiscal year.  
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.
- 8.3 The Town Manager shall not use more than seven (7) consecutive days of annual leave without prior notification to 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 workday shall mean business day.

**Section 9. Travel and Meeting Expenses.**

9.1 The Town shall pay for reasonable and customary travel expenses of the 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 upon approval and execution by the parties and shall remain in effect until February 1, 2027, 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 the 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 sixteen (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 and sick time 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 the 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, as defined by Florida statute, (iv) gross insubordination, (v) misfeasance 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 112 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 and sick time calculated at the Town Manager's rate of pay in effect upon the effective date of resignation.
- 16.7 In the event the Town Manager voluntarily resigns with less than 112 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 and sick time.

- 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 or 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:

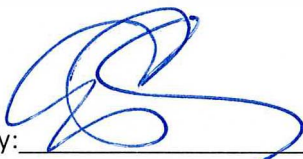
For the Town: Manny Cid, Mayor  
Town of Miami Lakes  
6601 Main Street,  
Miami Lakes, FL 33014  
Telephone: (305)364-6100  
Email: [cidm@miamilakes-fl.gov](mailto:cidm@miamilakes-fl.gov)

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](mailto: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 Town Council action on November 1<sup>st</sup>, 2022, and Town Manager have signed and executed this Agreement on the day and year written below. Following the approval of this agreement, by Town Council action, if the Mayor fails to sign this agreement by noon on Friday, November 4<sup>th</sup>, 2022, the Vice Mayor shall be authorized to sign and execute the agreement on behalf of the Town Council.

Town Manager

By:   
Edward Pidermann

Town of Miami Lakes

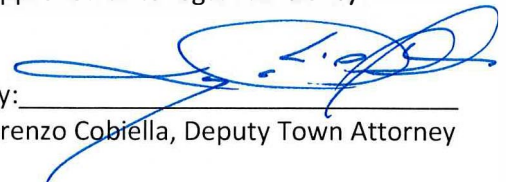
By:   
Jeffrey Rodriguez, Vice Mayor

Date: 11/3/22

Attest:

By:   
Gina M. Inguarzo, Town Clerk

Approved as to legal sufficiency:

By:   
Lorenzo Cobiella, Deputy Town Attorney