

RESOLUTION NO. 01-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN DENNIS WHITE AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Miami Lakes (the "Town") provides for a Town Manager to act as the Chief Administrative Officer of the Town; and

WHEREAS, the Town Council desires to employ Dennis White as the Town Manager.

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

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

Section 2. The Employment Agreement between Dennis White and the Town of Miami Lakes attached as Exhibit "A" is approved and the Mayor is authorized to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of November, 2001.




WAYNE SLATON, MAYOR

ATTEST:


Acting Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:


Acting Town Attorney

M-Collins / S-Thomson

Council voted	7-0	as follows:
Mayor Wayne Slaton		yes
Vice Mayor Roberto Alonso		yes
Councilmember Mary Collins		yes
Councilmember Robert Meador		yes
Councilmember Michael Pizzi		yes
Councilmember Nancy Simon		yes
Councilmember Peter Thomson		yes

EMPLOYMENT AGREEMENT
TOWN MANAGER

This Employment Agreement (the "Agreement"), is made and entered into this **13th** day of **November**, 2001, between the Town of Miami Lakes, Florida, a Florida municipal corporation, (the "Town") and Dennis White ("White" or "Town Manager").

R E C I T A L S:

WHEREAS, Article III, Section 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 White as Town Manager and White 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 White shall be employed by the Town as the Town Manager consistent with the terms and conditions of this Agreement and the powers and duties prescribed in the Charter and applicable sections of the Town Code. The Town Manager shall perform such other duties and functions as 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 \$120,000.00 payable in equal bi-weekly installments.

2.2 On each anniversary date, the Town Manager shall receive a cost of living increase equal to the percentage increase in the Consumer Price Index for the Miami Area, all categories, not to exceed four percent (4%).

2.3 For purposes of this Agreement, the Town Manager's anniversary date shall be October 1st of each year.

Section 3. Annual Evaluation.

3.1 Upon completion of six (6) months of service by the Town Manager, the Town Council may evaluate the performance of the Town Manager. Thereafter, the Town Council shall evaluate the performance of the Town Manager at least once annually in advance of the Town

Manager's anniversary date (the "Evaluation"). The Evaluation shall be based upon goals, performance objectives, and the attainment of the Council's policy objectives using specific criteria developed jointly by the Town Council and the Town Manager. Based on the results of the Evaluation, the Town Council may, in its sole discretion, grant a salary increase and/or grant other benefits to Town Manager.

Section 4. Retirement Benefits.

4.1 The Town Council shall take all actions necessary to enroll the Town, on behalf of the Town Manager, in the ICMA Retirement Corporation Deferred Compensation Plan (the "ICMA Plan"). The Town shall make a contribution into the ICMA Plan, on behalf of Town Manager, equal to fifteen percent (15%) of Town Manager's salary (the "Retirement Contribution"). The Retirement Contribution shall be made in payments coinciding with each salary payment to the Town Manager. The Town shall transfer ownership of its interest in the ICMA Plan to succeeding employers upon Town Manager's resignation or termination. Town Manager shall not be required to contribute to any retirement or deferred compensation fund.

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 continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Town Manager's continued professional growth and advancement and for the good of the Town. These associations and organizations may include, but are not limited to ICMA, FCCMA, GFOA, APA, and ASPA.

5.2 The Town shall pay for the Town Manager's participation in local civic and non-profit job-affiliated organizations.

Section 6. Transportation Allowance.

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

Section 7. Insurance Benefits.

7.1 The Town shall make required premium payments for the Town Manager to maintain his existing policy for hospitalization, major medical, and dental insurance for the Town Manager and his spouse ("Insurance Benefits") until such time as the Town establishes Insurance Benefits for the Town Manager and his spouse.

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.

7.3 The Town shall make required premium payments for the Town Manager to maintain his existing policy for disability coverage (“Disability Benefits”) until such time as the Town establishes Disability Benefits for the Town Manager.

Section 8. Annual Leave, Sick Leave and Holidays.

8.1. Commencing upon the Town Manager’s employment with the Town, the Town Manager shall accrue 1.25 days per month (15 days per year) of vacation leave. Town Manager shall accrue sick leave at the rate of eight (8) hours per month (12 days per year). Town Manager shall not use more than five (5) consecutive days of vacation leave without prior approval of the Town Council.

8.2. Notwithstanding the provisions of paragraph 8.1, the Town Manager shall receive 5 additional days of vacation leave, which may only be taken during the initial 90 days of this Agreement.

8.3. On each anniversary date, the Town Council may elect to carry over or pay Town Manager for any unused accrued vacation leave.

Section 9. Travel.

9.1 The Town shall pay for the reasonable and customary travel expenses of Town Manager for meetings and for seminars adequate to continue the professional development of Town Manager and to adequately pursue necessary official and other functions for the Town. Such professional meetings may include the International City Management Association, the Florida City and County Management Association, the National League of Cities and Florida League of Cities.

Section 10. Equipment.

10.1 The Town shall provide the Town Manager with electronic equipment necessary to perform his duties and to make himself available for such Town duties. At a minimum, equipment shall consist of a cellular telephone and pager.

Section 11. Hours of Work.

11.1 It is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town, and to that end, the Town Manager will be allowed flexibility in maintaining office hours consistent with his responsibility as a professional.

Section 12. Bonds.

12.1 The Town shall pay for the cost of any bonds 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, retirement, insurance, or automobile 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 except for the teaching of professional education courses.

Section 15. Term.

15.1 This Agreement shall commence on November 26, 2001, and continue through January 1, 2005, unless terminated earlier as provided in this Agreement.

15.2 Six (6) months prior to the expiration 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.

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 Town Manager is terminated prior to January 1, 2005, the Town agrees to pay Town Manager severance pay in an amount equal to (a) six (6) months salary and (b) accrued sick leave and vacation leave. All severance payments shall be paid to Town Manager in lump sum upon his termination or within thirty (30) days thereafter at the Town Council's option.

16.4 Notwithstanding the provisions of paragraph 16.3, in the event Town Manager is terminated based upon conduct unbecoming a public official, including but not limited to criminal conduct or any act which is a violation of any law, the Town shall have no obligation to pay Town Manager any severance pay.

16.5 Upon payment of severance pay pursuant to paragraph 16.3, the Town shall have no further financial obligations to Town Manager. The severance pay 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 paragraph, the Town Manager shall not be entitled to receive the severance package specified in paragraph 16.3, but the Town shall pay the Town Manager all accrued sick and vacation 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 receive the severance package specified in paragraph 16.3 nor shall the Town Manager receive payment of any accrued sick or vacation leave.

Section 17. Relocation and Residency.

17.1 The Town Manager shall establish residency in the Town within one (1) year from the effective date of this Agreement and shall maintain continuous permanent residency within the Town for the term of this Agreement.

17.2 The Town shall reimburse the Town Manager actual moving and relocation expenses in an amount not to exceed \$7500.

Section 18. Conflict of Interest Prohibition.

18.1 Town Manager shall not without the express prior approval of the Town Council, individually, as a partner, joint venturer, 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.

18.2 Except for purchase of a personal residence, Town Manager shall not own or invest in any real property within the corporate limits of the Town, without prior notification to the Town Council.

Section 19. Miscellaneous.

19.1 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 no 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.

19.2 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.

19.3 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.

19.4 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.

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

19.6 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.

19.7 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.

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IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by **Resolution No. 01-51** adopted **November 13, 2001** and Town Manager have signed and executed this Agreement the day and year first above written.

Town of Miami Lakes

Attest:

By: Wayne Slaton
Wayne Slaton, Mayor

Beatris M. Arguelles
Beatris M. Arguelles, CMC
Town Clerk

Approved as to form and legal sufficiency:

Min B. Amle
Town Attorney

Town Manager

Dennis J. White
Dennis J. White