RESOLUTION NO. 2006-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING VILLAGE OF KEY BISCAYNE EMPLOYMENT AGREEMENT WITH VILLAGE MANAGER, JACQUELINE R. MENENDEZ; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council finds that the approval of the attached Village of Key Biscayne Employment Agreement with the Village Manager, Jacqueline R. Menendez (the "Agreement") is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above-stated recital is hereby confirmed and adopted.

Section 2. Agreement Approved. That the Agreement, in substantially the form attached hereto, is hereby approved and the Mayor is authorized to execute such Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

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

PASSED AND ADOPTED this ___ day of January, 2006.

_____
MAYOR ROBERT OLDAKOWSKI

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

F:/328.001/Resolutions/Approving Employment Agreement of Village Manager 1.17.06

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2006, between the Village of Key Biscayne (the "Village") and Jacqueline R. Menendez (the "Employee"), pursuant to the following terms and conditions:

BACKGROUND

The Village wants to continue to employ the services of Jacqueline R. Menendez as Village Manager and the Employee wishes to accept continued employment as the Village Manager under the terms and conditions set forth in this Agreement. The Village and Employee desire to provide for certain procedures and requirements regarding the employment of Employee by the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Village and Employee agree to the following:

SECTION 1. DUTIES

Village agrees to employ Jacqueline R. Menendez as Village Manager to perform the duties and exercise the powers as prescribed by state law, the Village Charter and the Village Code, and to perform such other legally permissible and proper duties and functions as assigned by the Village Council from time to time.

SECTION 2. TERM

2.1 This Agreement shall have a term of five (5) years commencing March 1, 2006 and ending on February 28, 2011, unless earlier terminated as provided in this Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION BY VILLAGE AND SEVERANCE PAY

3.1 In the event Employee is terminated by the Village Council during such time that Employee is willing and able to perform her duties under this Agreement, the Village agrees to pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary ("Severance Pay"). In such event, the Employee shall also receive payment for any and all accrued vacation, sick leave and floating

holiday time in accordance with the Village's policies governing other non-police or fire employees of the Village ("Administrative Employees"). Severance Pay shall be paid within fifteen (15) working days of termination. The Village shall continue to provide medical coverage for Employee for three (3) months following the date of termination, in the same manner and in the same amount as Employee is receiving at the time of termination. After the payment described above is made, the Village shall have no further financial obligation to Employee.

3.2 In the event Employee is terminated because of conduct unbecoming a public official, including but not limited to criminal conduct, the Village shall have no obligation to pay the Severance Pay designated in Paragraph 3.1 above. If employee's employment is terminated pursuant to this subsection, the Village shall pay to Employee only accrued vacation, sick leave and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Village shall have no further financial obligation to Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that Employee voluntarily resigns her position during the term of this Agreement, Employee shall give the Village at least sixty (60) days written notice prior to the effective date of such resignation. Employee shall not be entitled to receive any benefits or payments pursuant to Section 3; however, Employee shall be entitled to accrued vacation, sick leave and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The initial annual salary of Employee shall be One Hundred Seventy Eight Thousand Five Hundred Nine Dollars ($178,509.00), which shall be payable in installments at the same time as other employees of the Village are paid.

5.2 The Employee shall be entitled to receive a 5% salary increase for the second year of the term and a 5% salary increase each year of the term thereafter.

5.3 In addition to salary increases granted pursuant to Section 5.2, the Village Council agrees to evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation.

5.4 Additionally, the Employee shall be entitled to receive cost of living adjustments (COLA) equal to the cost of living increases received by other Administrative Employees.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Village Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Village and the Employee. Said criteria may be added to or deleted from as the Village Council may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the Village Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Village and in attainment of the Village Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 7. HOURS OF WORK

Employee agrees to remain in the exclusive employ of the Village of Key Biscayne and shall not accept any other employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform her duties under this Agreement.

SECTION 8. AUTOMOBILE

In lieu of a monthly transportation allowance, the Village shall provide a Village vehicle for Employee's use as a benefit of employment. The Village shall provide insurance, maintenance and fuel for the vehicle as is provided for other vehicles in the Village's fleet.

SECTION 9. RETIREMENT

The Village shall contribute into a retirement plan chosen by the Employee (the ICMA 401(a) Plan) by making a Village contribution as employer of 15% of Employee's annual base salary.

SECTION 10. TUITION

The Village shall provide tuition benefits to Employee in the form of one hundred percent (100%) tuition reimbursement not to exceed an annual amount of Two Thousand Dollars ($2,000.00).

SECTION 11. INSURANCE

The Village shall provide insurance benefits, including family group health, disability and life insurance.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

Employee shall be entitled to sick leave and holidays at the same rate and in the same manner as other Administrative Employees of the Village. Employee shall be entitled to four (4) weeks annual vacation leave.

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to Village policy and state law, the Village agrees to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Village. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Village Council.

13.2 Subject to Village policy and state law, the Village agrees to pay the travel and subsistence expenses of Employee for travel to either one national or one state association annual conference per year.

SECTION 14. MANDATORY RESIDENCY WITHIN THE VILLAGE OF KEY BISCAYNE

For the convenience of the Village, the Village Manager is required to maintain full-time residency within the Village of Key Biscayne and shall be on a 24 hour on-call status which is necessary for Employee to properly perform her responsibilities to the residents of the Village and to participate in and attend civic meetings, other functions and generally be available at all times to perform her duties; therefore, Employee shall be entitled to a Housing Allowance of Two Thousand Dollars ($2,000.00) per month. This Housing Allowance shall be paid by Village each month during the term of this Agreement.

SECTION 15. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Village	Mayor and Members of the Village Council Village of Key Biscayne 88 West McIntyre Street Key Biscayne, Florida 33149
Employee	Jacqueline R. Menendez 455 Warren Lane Key Biscayne, Florida 33149
Village Attorney	Weiss, Serota, Helfman et. al., P.A. 2665 South Bayshore Drive, Suite 420 Miami, Florida 33133

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 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.

16.2 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.

16.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

16.4 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.5 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida. Any Employee litigation expenses shall be borne by the Village, if the Employee prevails in such litigation.

16.6 This Agreement supersedes and replaces the prior Employment Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

VILLAGE OF KEY BISCAYNE

By:_____
Mayor

Pursuant to Village Council Approval of
January _____, 2006.

EMPLOYEE

By: _____
Jacqueline R. Menendez

Attest:

_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

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