RESOLUTION NO. 2010-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING VILLAGE OF KEY BISCAYNE EMPLOYMENT AGREEMENT WITH VILLAGE MANAGER, GENARO "CHIP" IGLESIAS; 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, Genaro "Chip" Iglesias (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 31st day of August, 2010.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ~~28th~~ day of August, 201~~07~~, between the Village of Key Biscayne (the "Village") and Genaro "Chip" Iglesias (the "Employee").

BACKGROUND

The Village wishes to ~~hire~~ continue to employ Employee as Village Manager and Employee wishes to accept continued employment as Village Manager under the terms and conditions set forth in this Agreement.

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 continue to employ Employee 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 three (3) years commencing on September 4, 201~~07~~ and ending on September 3, 2013~~0~~, unless earlier terminated as provided in this Agreement.

2.2 At least 90 days prior to September 3, 2013, unless this agreement terminated earlier as provided in this Agreement, the Council shall notify Employee of its intention to enter into a new agreement, extend this agreement for such term as the parties may agree or allow this agreement to expire. Failure of the Council to act shall be deemed a decision to allow this Agreement to expire. In the event this Agreement expires without 90 days prior notification and Employee is ready, willing and able to continue his employment as Village Manager, the Village agrees to continue providing the Employee with his regular bi-weekly salary and benefits as provided herein for three months following expiration of this Agreement (i.e., through December 3, 2013). ~~Village shall have the option to renew this Agreement for up to two additional one (1) year terms. Said renewal shall be effective upon written notice to Employee no sooner than ninety (90) days and no later than thirty (30) days prior to the stated termination dates of this Agreement.~~

2.3 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 prior to September 3, 2013, other than for cause (as is defined in Section 3.2 of this Agreement) and during ~~the term of this Agreement at a~~such time that Employee is willing and able to perform his duties under this Agreement, the Village agrees to pay Employee a lump sum cash payment equal to nine (9) months aggregate salary in effect at the time of termination, unless the Village has notified Employee of its intention to allow the contract to expire pursuant to Section 2.2 of this Agreement, in which case that provision shall apply. ~~six (6) months aggregate salary ("Severance Pay"). However, in the event that less than six (6) months remain of the contract term during which Employee is terminated, the Severance Pay will constitute a lump sum cash payment equal to the amount of pay that Employee would receive if employed until completion of that respective term, provided that the Severance Pay shall in no case be less than four and one half (4.5) months of Employee's aggregate salary.~~ In either 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"), and shall also receive the one-time Five Hundred Dollar ($500) payment referenced in Section 8(B) of this Agreement. 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 such 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 "Cause" for the purpose of this agreement is defined as: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii) Employee's repeated willful failure to perform services hereunder; (iv) Employee's conduct unbecoming a public official; (v) Employee's willful and continued failure to substantially perform his duties for the Village (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Village, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that his action or omission was in the best interest of the Village. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether the Village learns of it before or after terminating Employee's employment.

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 his 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 and Seventy-Eight~~Sixty Five~~ Thousand Dollars ($178~~65~~,000.00), which shall be payable in installments at the same time as other employees of the Village are paid.

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.

5.3 In the event the Village at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Village, or in the event the Village refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Manager resigns following a suggestion, whether formal or informal, by the Village that he resign, then the Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision in Section 3.1 of this Agreement.

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 conducted 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, and shall occur during the ninety (90) days prior to the beginning of each fiscal year.

6.2 Subsequent to the evaluation of Employee's performance, but prior to the

beginning of the 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 full-time 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 his duties under this Agreement. Recognizing that certain outside teaching opportunities provide indirect benefits to the Village and to the community, the Employee may elect to accept limited teaching opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. If, however, the Village Council determines, in its sole discretion, that Employee's performance has been compromised by his engagement in said educational opportunities, the Council may require that Employee withdraw from those engagements.

SECTION 8. AUTOMOBILE

A. In lieu of a monthly transportation allowance, the Village shall provide a Village vehicle for Employee's use, both professionally and personally, as a benefit of employment. The Village shall provide insurance, maintenance and fuel for the vehicle as it provides for other vehicles in the Village's fleet.

B. In the event that Village terminates Employee from employment with the Village prior to the expiration of this Agreement, other than for cause, Employee shall receive from Village one payment of Five Hundred Dollars ($500) in order to assist Employee in arranging substitute personal transportation.

SECTION 9. RETIREMENT

The Village shall contribute into a retirement plan chosen by the Employee by making a Village contribution as employer in an amount which is equal to 12% of Employee's annual base salary. Said contribution may be divided so that no less than 50 % of the Village's contribution is directed to the Village's defined contribution plan (if authorized by said plan and applicable law), with any remaining amounts to be directed to any such plan that the Employee designates.

SECTION 10. INSURANCE

The Village shall continue to provide comprehensive medical insurance for Employee and his dependents and agrees to pay the full premium for such coverage. The

Village also shall provide Employee with disability and life insurance coverage in the same manner as provided by the Village to other Management employees of the Village.~~insurance benefits, including family group health, disability and life insurance in the same manner as provided for other Administrative Employees of the Village.~~

SECTION 11. 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 12. PROFESSIONAL DEVELOPMENT

12.1 Subject to Village policy and state law, the Village agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for his 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.

12.2 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 and~~or~~ one state association annual conference per year. Employee may, with the approval of the Village Council, attend additional national and/or state conferences.

SECTION 13. 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 Mclntyre Street Key Biscayne, Florida 33149
Employee	Genaro "Chip" Iglesias 8545 S.W. 108th Street Miami, Florida 33156
Village Attorney	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Blvd., Suite 700 Miami, Florida 33134

SECTION 14. OTHER TERMS AND CONDITIONS

14.1 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.

14.2 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.

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

14.4 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.

14.5 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 which involves this Agreement.

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 Counsel Approval of
_____.

EMPLOYEE

By:_____
Genaro "Chip" Iglesias

Attest:

_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____

Village Attorney