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**RESOLUTION NO. 09-98**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE CLERK; AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH VILLAGE CLERK MEIGHAN RADER; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 25, 2002, the Mayor and Village Council selected Meighan Rader as their first Village Clerk. Following the 2009-10 Budget Hearings, Council directed that an employment agreement be negotiated and provided to the Village Clerk; and,

**WHEREAS**, the Mayor and Village Council desire to approve an employment agreement for Ms. Rader.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above whereas clauses are incorporated by reference.

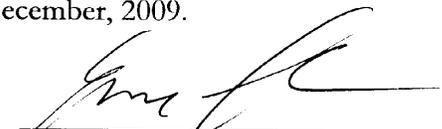
**Section 2.** Village Council approves in substantial form the employment agreement with Meighan Rader, to serve as Village Clerk, which agreement is incorporated by reference as exhibit 1 to this resolution. The effective date of employment under the agreement shall be December 7, 2009. The mayor is authorized to execute the final negotiated agreement.

**Section 3.** This resolution shall take effect immediately upon approval.

**PASSED and ADOPTED** this 7<sup>th</sup> day of December, 2009.

Attest:

  
\_\_\_\_\_  
Meighan Rader  
Village Clerk

  
\_\_\_\_\_  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eve A. Boutsis,  
Office of Village Attorney,

1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Ed Feller YES  
4  
5 Council Member Howard Tendrich YES  
6  
7 Council Member Shelley Stanczyk NO  
8  
9 Vice-Mayor Brian W. Pariser YES  
10  
11 Mayor Eugene P. Flinn, Jr. YES  
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## EMPLOYMENT AGREEMENT - VILLAGE CLERK

This agreement is entered into this 7<sup>th</sup> of December, 2009, by and between the Village of Palmetto Bay, a Florida municipal corporation, and Meighan Rader, Village Clerk.

In consideration of the sum of \$10.00, the covenants contained in this agreement, and other good and valuable consideration, the legal sufficiency and receipt of which is acknowledged by the parties, the Village and Ms. Rader agree as follows:

### Section 1. APPOINTMENT; EFFECTIVE DATE

1.1. Pursuant to Art. III, Section 6, the Village Council shall appoint the Village Clerk (the "Village Clerk"). The Village Clerk shall give notice of all Council meetings to its members and the public, and shall keep minutes of the Council's proceedings. The Village Clerk shall perform such other duties as the Village Council may prescribe from time to time. The Village Clerk shall report to the Village Council. The Village Clerk may be removed by the Village Council. The Village Clerk shall maintain the seal of the Village and attest the Mayor's or Clerk's signature, as the case may be, on all documents if needed.

1.2. The initial appointment of the Village Clerk began shortly after incorporation in 2002, and shall continue for the term of this agreement, unless this agreement is terminated as provided below.

1.3. This agreement shall continue in force for a period of five (5) years from execution.

### Section 2. CONDITION OF EMPLOYMENT

2.1. The Village Clerk is an at-will employee of the Village and shall serve at the pleasure of the Council. The Council shall have the power to terminate the services of the Village Clerk at any time in accordance with the provisions of this agreement.

### Section 3. DUTIES AND RESPONSIBILITIES

3.1. The Village Clerk shall be the chief secretary, and Clerk of the Village Council. The Village Clerk shall be responsible to the Council for the administration of all Village Council affairs and public records.

3.2. The Village Clerk shall perform those duties prescribed by Art. III, Sec. 3.6 of the Charter, prescribed by law, and as directed by the Village Council.

3.3. The Village Clerk is responsible only to the Council. The Village Clerk shall report and be accountable to the Council. The Village Clerk shall work in conjunction with the Village Manager and Village Attorney to fulfill the direction of the Village Council.

3.4 The Village Clerk shall devote whatever time is necessary to properly perform the duties of the position. The Village Clerk acknowledges that, on average, a minimum of forty hours (40) per week is necessary to adequately perform the duties of a Village Clerk under this agreement. The Parties understand that the Clerk is not entitled to overtime.

Section 4. SALARY

4.1. The Village Clerk shall be paid a salary of \$78,916.39. The salary shall be paid with the same frequency as payment is made to other Village employees.

4.2. After year one of this Agreement, the annual salary of the Village Clerk shall be that amount the Council annually budgets and appropriates for the position. In evaluating the salary of the Village Clerk, the Council may consider such matters, among others, as experience, length of employment, job performance, overall ability and whether, and the extent to which, the Village Clerk has met or exceeded goals and objectives that may be set by the Council.

Section 5. BENEFITS

5.1. *Personal time off.* In lieu of annual vacation and sick time, the Village Clerk shall accrue personal time off (PTO) at the rate of 6.46 hours for each biweekly period). The use of PTO shall be approved by the Mayor, or in his, or her absence, the Vice Mayor and/or council person(s). The Clerk shall be entitled to roll over accrued PTO up to 21 days of PTO during the life of this contract. The Village Clerk shall be compensated for unused PTO during the year or upon separation.

5.2. *Holidays.* The Village Clerk is entitled to all paid holidays of the Village.

5.3. *Insurance.* The Village shall provide comprehensive medical and dental for the Village Clerk and her family, and disability, accidental death, and life insurance for the Village Clerk. The amount of life insurance coverage shall equal the annual salary of the Village Clerk. The Village shall pay the total premiums for this coverage.

5.4. *Retirement.* The Village has selected the following retirement programs: (1) The Village has initiated a defined contribution program, a 401(a) plan. The Village Clerk is entitled to participate equally with all other employees at 6 percent. (2) Additionally, the Village offers a "457" plan as identified under the Internal Revenue Code, as deferred compensation. The Village Clerk shall be entitled to participate in the "457" plan, with the Village paying three (3) percent towards the plan. The Clerk shall be entitled to make additional payments into that plan.

5.5. *Equipment.* The Village shall provide appropriate equipment necessary for the Village Clerk to perform her official responsibilities. The Village shall pay a monthly cell phone allowance of \$150.00 and a monthly automobile allowance of \$400.00, or alternatively, at the option of the Clerk, the Village shall grant the Village Clerk a Village owned/leased and maintained vehicle (rather than the vehicle allowance) with full and unrestricted use of the

vehicles. The Clerk shall not be required to supply any receipts or other documentation in order to receive this allowance.

Section 6.      PROFESSIONAL DEVELOPMENT AND OUTSIDE ACTIVITIES

6.1.      The Village shall pay travel and per diem expenses, as authorized by law, for the Village Clerk's travel and attendance at the Florida Association of City Clerk, and the Florida League of Cities' annual conference, as authorized by the Village Council, annually. The Village shall pay for the Village Clerk's attendance at other seminars, conferences, committee meetings and any profession dues, as are approved in the Village's annual budget (on a line item basis), or as authorized by the Village Council.

6.2      With prior approval of the Council, the Village Clerk is permitted to engage in professional activities separate and apart from Village matters; provided, however, the activities shall not conflict or interfere with the performance of the Village Clerk's duties and responsibilities under this agreement.

Section 7.      EVALUATION.

7.1 *Annual Evaluation.* The Clerk shall be evaluated annually. The evaluations shall be conducted using specific criteria developed jointly by the Council and the Clerk. The evaluations shall be done individually by the Council members. The Members shall provide the Clerk with their comments and ultimate evaluation. At the end of the evaluation the Mayor shall provide the Clerk with an update summary written statement of the findings of the Council and provide an adequate opportunity for the Clerk to discuss the evaluation with the Council Members. Based upon the results of the evaluation, the Council may, in its sole discretion, grant an additional merit salary increase, COLA, and, or grant other benefits to the Clerk. The Council agrees to review the annual salary and, or other benefits of the Clerk at the time of evaluation of performance and make adjustments in such amounts and to such extent as the Council may determine that it is desirable to do so. The Council members shall meet individually with the Clerk and provide her with their individual comments and evaluation. Subsequently, the Council shall use their evaluations to determine the Village Clerk's salary for the following year.

Section 8.      TERMINATION OF AGREEMENT

8.1.      *For convenience of the Village.* The Council may terminate this agreement without cause for its convenience upon 30 days' prior written notice. Under a termination for convenience, the Village shall pay the Village Clerk a lump sum cash severance payment equal to salary for three (3) months. PTO shall be valued based on the Village Clerk's salary at the time of termination and capped as provided at section 5.1. Severance pay shall be paid within 15 working days of termination. The Village shall continue to pay medical, dental, accidental death, and disability insurance coverage for the Village Clerk and her family following the date of termination for three (3) months following termination. The Village shall not pay for automobile and cell phone allowance, professional fees or other expenses after the date of termination. The Village shall have no further financial obligation to the Village Clerk after

payment is made under the provisions of this paragraph. Payment made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Clerk may have against the Village arising under, or related to this agreement or otherwise. If termination for convenience occurs within six (6) months of a council election, the Clerk shall be entitled to two (2) additional months' of severance pay and insurance.

8.2 *For the convenience of the Village Clerk.* The Village Clerk may terminate this agreement for convenience upon giving the Village at least 90-days written notice prior to the effective date of the resignation. The Village Clerk shall not be entitled to receive any benefits or payments following the effective date of the resignation, other than accumulated PTO as provided for under section 5.1.

8.3 *For cause.* The Council may terminate this agreement for cause. The term "for cause" shall be defined to mean (1) breach of any material term or condition of this agreement; (2) violation of any applicable laws; (3) misconduct in office (misfeasance, malfeasance and/or nonfeasance in performance of the Clerk's duties and responsibilities); (4) gross insubordination; (5) willful neglect of duty; (6) conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld; (7) violation of any substantive Village policy, rule or regulation which would subject any other Village employee to termination; (8) the commission of any fraudulent act against the interest of the Village; (9) commission of any act which involves moral turpitude; (10) a knowing or intentional violation of the Florida or Miami-Dade County conflict of interest and code of ethics laws; (11) any other act of a similar nature of the same or greater seriousness. In the event this agreement is terminated for cause, the Village shall have no obligation to pay any severance pay or benefits. The Village shall only pay accrued PTO unless that amount is used as a set-off for any amounts owed by the Village Clerk to the Village as capped in section 5.1.

## Section 9. RETURN OF PROPERTY

9.1. Upon termination of this agreement, the Village Clerk shall return all Village property in her possession or control, including but not limited to keys, vehicle, documents and any other property of the Village, within 10 business days.

## Section 10. OTHER TERMS AND CONDITIONS

10.1. *Policy.* The Council shall fix any other terms and conditions of employment it may determine from time to time to be necessary and in the Village's best interest relating to the performance of the Village Clerk, provided that such terms and conditions are compatible with the provisions of this agreement, Florida Statutes and any other law, and which are agreed to in writing by the Village Clerk.

10.2. *Conflict of interest and ethics.* The Village Clerk warrants that: (a) she does not now have, and that she will not enter into, any contract or relationship with another person that creates a conflict of interest, as that term is described in sec. 2-11.1 of the Miami-Dade County code and the Village conflict of interest and ethics codes (ethics codes), and (b) she has not paid, or agreed to pay, any person any consideration for the procurement of this agreement. The

Village Clerk represents that she will uphold all the state, county and any Village ethics codes, and the Florida public meeting and public records laws (Sunshine laws). When in doubt, she will seek legal advice and, or, direction from the Village Attorney.

10.3. *Sovereign immunity.* The Village does not waive its sovereign immunity for any claim arising under, or related to, this agreement other than for breach of contract. The Village shall not be liable to pay for damages, other than amounts due under this agreement, in the event it is adjudicated to be liable for breach of contract. Notwithstanding this limited waiver of sovereign immunity, the Village does not waive its immunity from, and shall not pay awards for prejudgment interest and/or attorney's fees.

10.4. *Mediation.* Any claim or dispute arising out of, or related to, this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive the right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the Circuit Court for the 11<sup>th</sup> Judicial Circuit for the State of Florida.

10.5. *Venue.* Any action arising under this agreement, including an action to enforce the agreement shall be brought in state court in Miami-Dade County.

10.6. *Waiver of right to jury trial.* The parties knowingly waive their right to a jury trial in any legal action arising under, or related to, this agreement.

10.7. *No property right created.* The Village Clerk shall serve at the will of the Village Council. This agreement does not create a property right to employment. Breach of this contract shall not be enforced by an action in any federal court.

10.8. *Notice.* Any notice required or provided for in this agreement shall be given to the parties at the addresses provided in the execution of this agreement.

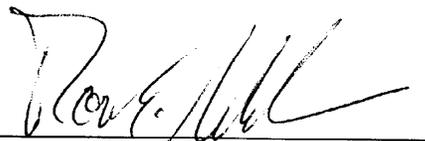
10.9. The parties acknowledge that each has shared equally in the drafting and preparation of this agreement, and accordingly, no court construing this agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this agreement shall be construed simply according to its fair meaning.

10.10. The agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this agreement shall be binding on either party until both parties have signed it.

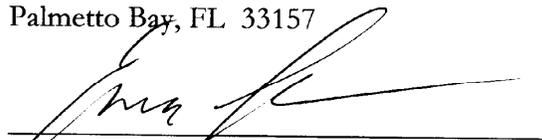
IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this agreement to be effective on the 7<sup>th</sup> day of December, 2009.

ATTEST:

THE VILLAGE OF PALMETTO BAY  
8950 SW 152nd Street  
Palmetto Bay, FL 33157



Ron E. Williams  
Village Manager



Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis,  
Village Attorney



Meighan Rader  
8605 SW 162 Street  
Palmetto Bay, FL 33157