AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Emergency Commission Meeting
Wednesday, June 27, 2012, 7:00 p.m.,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Jamie Titcomb	—	**Interim Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez Lemley, CMC	—	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. DISCUSSION AND POSSIBLE ACTION:
Town Manager Employment Agreement with Dale Sugerman

E. ADJOURNMENT:

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **June 27, 2012** **Agenda Item No.**

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	ORDINANCE ON FIRST READING	[X]	**DISCUSSION/POSSIBLE ACTION**
[ ]	ORDINANCE ON SECOND READING	[ ]	BID/RFP AWARD
[ ]	PRESENTATION/PROCLAMATION	[ ]	CONSENT AGENDA
[ ]	Other:		

SUBJECT: **Town Manager Employment Agreement**

RECOMMENDED MOTION/ACTION: **Approval the Town Manager Employment Agreement and Authorize the Mayor to Execute Same.**

Approved by Town Manager _____ **Date:** 6/22/12

Name/Title

June 22, 2012
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ **0.00** Funding Source: Acct. #	**Attachments:** **Email from Town Attorney** **Draft Agreement**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: **At its June 20, 2012 meeting, the Commission selected Dale Sugerman as the new Town Manager for the Town and authorized the Town Attorney to commence the negotiation of Mr. Sugerman's employment agreement. The purpose of this item is to obtain approval of an agreement and to authorize the Mayor to execute it.**

The final employment agreement will be distributed to the Commission prior to the Emergency Commission Meeting scheduled for Wednesday, June 27, 2012 at 7:00 p.m.

Jamie Titcomb

From: Baird, Thomas J. [TBaird@jones-foster.com]
Sent: Friday, June 22, 2012 11:56 AM
To: Vivian Lemley
Cc: Green, Marilyn R.; Jamie Titcomb
Subject: Re: Emergency Commission Meeting 6/27/12

Marilyn will send u the Town's. I understand Dale has a couple of tweaks.

Sent from my iPhone

On Jun 22, 2012, at 11:52 AM, "Vivian Lemley" <vlemley@lakeparkflorida.gov> wrote:

> Can I please have a copy of the contract with the new Town Manager for the agenda packet that will be delivered this evening to the Commission. Thanks
>
> Vivian Mendez Lemley, CMC
>
> Town Clerk
>
> Town of Lake Park
>
> 535 Park Avenue
>
> Lake Park, FL 33403
>
> 561-881-3311
>
> 561-881-3313 fax
>
> vlemley@lakeparkflorida.gov
>
> * Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone. Section 668.6076, F.S.

From: Baird, Thomas J. [mailto:TBaird@jones-foster.com]
Sent: Friday, June 22, 2012 10:45 AM
To: Vivian Lemley; Green, Marilyn R.
Subject: RE: Emergency Commission Meeting 6/27/12

I would reference the Agenda item as "Town Manager Employment Agreement"

<image001.jpg>

Thomas J. Baird Florida Bar Board Certified City, County and Local Government Attorney

Direct Dial: **561.650.8233** | Fax: **561.746.6933** | tbaird@jonesfoster.com

Jones, Foster, Johnston & Stubbs, P.A.

801 Maplewood Drive, Suite 22-A, Jupiter, Florida 33458

561-659-3000 | www.jonesfoster.com

U.S. Treasury Regulation Circular 230 requires us to advise you that written communications issued by us are not intended to be and cannot be relied upon to avoid penalties that may be imposed by the Internal Revenue Service.

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From: Vivian Lemley [mailto:vlemley@lakeparkflorida.gov]
Sent: Friday, June 22, 2012 8:34 AM
To: Baird, Thomas J.; Green, Marilyn R.
Subject: RE: Emergency Commission Meeting 6/27/12

Good morning,

Please review draft agenda for June 27th Emergency Meeting and let me know of any changes.
Thank you

Vivian Mendez Lemley, CMC

Town Clerk

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

561-881-3311

561-881-3313 fax

vlemley@lakeparkflorida.gov

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From: Green, Marilyn R. [mailto:MGreen@jones-foster.com]
Sent: Thursday, June 21, 2012 4:55 PM
To: Vivian Lemley
Subject: FW: Emergency Commission Meeting 6/27/12

Vivian,

Please see email exchange below.

Marilyn

<image001.jpg>

Marilyn R. Green Secretary to Thomas J. Baird and Jane S. Hunston

Direct Dial: **561.650.8233** | Fax: **561.746-6933** | mgreen@jonesfoster.com

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Begin forwarded message:

From: "Baird, Thomas J." <TBaird@jones-foster.com>
Date: June 21, 2012 3:51:37 PM EDT
To: 'James DuBois' <jdubois@lakeparkflorida.gov>
Subject: RE: Emergency Commission Meeting 6/27/12

I believe it is sufficient for the calling of an emergency meeting, particularly since the town's next regularly scheduled Commission meeting was cancelled due to the July 4th holiday.

Thomas J. Baird Florida Bar Board Certified City, County and Local Government Attorney
Direct Dial: 561.650.8233 | Fax: 561.746.6933 | tbaird@jonesfoster.com

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-----Original Message-----
From: James DuBois [mailto:jdubois@lakeparkflorida.gov]
Sent: Thursday, June 21, 2012 3:51 PM
To: Baird, Thomas J.
Subject: Emergency Commission Meeting 6/27/12

Dear Attorney Baird,

Please review and opine on the following request for an Emergency Meeting for legal sufficiency and accord with requirements of Town Code:

Pending substantial completion of successful contract negotiation with the proposed Town Manager, Dale Sugarman, I propose an Emergency Meeting of the Town Commission Wednesday June 27, 2012 at 7:00 PM.

The Emergency nature of this matter is the need to complete hiring and enrollment of a full-time Town Manager in order to address immediate and continuing Town functions. Further, that the new Town Manger shall be operating in a capacity as administrator prior to and at the earliest possible opportunity to prepare for adoption of the Town's 2013 budget.

Thank You, jdb

James DuBois
Mayor, Town of Lake Park

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this _____ day of _____, 2012, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter called "Town") and Dale Sugerman (hereinafter called "Town Manager"),

WHEREAS, the Lake Park Town Commission (hereinafter called "Commission") voted to engage the services of Dale Sugerman as Town Manager of the Town; and

WHEREAS, the powers and duties of the Town Manager are as set forth in Section 2-82 the Code of Ordinances of the Town of Lake Park (hereinafter called "Town Code"); and

WHEREAS, the Commission and the Town Manager intend by this Agreement to set forth the terms, conditions and compensation and benefits pursuant to which the Town Manager will be employed by the Commission as its Town Manager.

NOW THEREFORE, it is agreed and acknowledged as follows:

Section 1: Recitals

The recitals stated above are true and correct to the best of the knowledge of the Parties hereto and incorporated herein by this reference.

Section 2: Appointment

Pursuant to Article V, Section 1, and Section 2-81 of the Town Code, the Commission, appoints Dale Sugerman as its Town Manager.

Section 3: Term

The term of this Agreement shall be for an initial period of one (1) year. This Agreement shall automatically be renewed on its anniversary date for a successive one [1] year term unless either Party provides written notice of termination of this Agreement at least 60 days before the expiration date. In the event this Agreement is not renewed, all compensation, benefits, terms and conditions of the Agreement shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation including salary and accrued annual leave paid in lump sum plus continuation of all benefits for the remainder of the term of this Agreement.

Section 4: Duties and Authority

Town agrees to employ Dale Sugerman as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

Section 5: Non-Interference

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager and the Town Manager shall address those questions and concerns with the town staff, its consultants and contractors. Individual members of the Commission shall not, acting alone and without authorization of the Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, nor instruct any Town personnel under the Town Manager's control to take or refrain from any action. This paragraph shall not be applied to limit Article VI, Section 4. "Town manager has full authority over administrative service" provision of the Town Charter, or Article III, Section 2-82, "Powers and duties of town manager" and Section 2-83 "Town manager's control over administrative services" provisions of the Town Code.

Section 6: Compensation

The Town agrees initially to pay Town Manager an annual base salary of $90,000-110,000, payable in installments at the same time that the other management employees of the Town are paid. Subsequently, this Agreement shall be automatically amended to reflect any salary adjustments that are provided for by the Commission associated with its annual performance review.

The Town Manager may receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Commission. The amount of said increase shall be determined by the Commission.

If the Commission determines that furlough days should be imposed on the Town's employees during any fiscal year, the Town Manager agrees that his then annual base salary shall be also be reduced based upon the number of furlough days.

Section 7: Initial Performance Review and Subsequent Annual Reviews

The Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct its first annual review to evaluate the performance of the Town Manager. Thereafter, the Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. The Commission and Town Manager may further mutually adopt and establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment.

The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

Section 8: Hours Per Week

The Town Manager shall devote whatever time is necessary to properly perform the duties of the position; it being generally understood, however, that on average, a minimum of 40 hours per week is necessary for adequate job performance.

SECTION 9: Annual Leave

During the first year of employment, the Town Manager shall be credited with the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter the Town Manager shall accrue annual leave in accordance with the Town's leave policy.

SECTION 10: Holidays

The Town Manager shall be entitled to the same paid holidays granted to the Town's employees.

SECTION 11: Health Benefits

The Commission shall provide the Town Manager coverage under its comprehensive Preferred Provider Option Plans, including medical, dental and vision. In addition, it shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

SECTION 12: Life Insurance

The Commission shall provide a term life insurance policy for the Town Manager in an amount equivalent to the Town Manager's base salary and shall pay the total premiums for this coverage. Coverage shall commence in accordance with the terms of the provider's contract.

SECTION 13: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 6% of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law.

SECTION 14: Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA) and the Florida City and County Management Association (FCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Commission.

SECTION 15: Outside Activities

With prior approval of the Commission, the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

SECTION 16: Equipment, General Business Expenses and Professional Development

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities, including, but not limited to a laptop computer and cell phone which shall remain the property of the Town.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Commission also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commision shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 18: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind of nature, arising out

of the performance of the Town Manager's duties and responsibilities as Town Manager.

SECTION 19: Termination for Cause

The employment of the Town Manager may be terminated by a majority vote of the membership of the Commission for cause in accordance with the procedures set forth herein below. The term "for cause" shall be defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
5) The commission of any act which constitutes moral turpitude;
6) A knowing or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Town is under no legal obligation to pay the Town Manager any severance pay. However, the Town shall pay the Town Manager any accrued and unpaid salary and benefits (including annual leave) earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

SECTION 20: Termination Without Cause

The Town Manager may be terminated "without cause" by a majority vote of the membership of the Commission.

If the Town Manager is terminated without cause, the Town Manager shall be paid a lump sum severance pay equal to three (3) months salary. Additionally, should the Commission terminate the services of the Town Manager without cause, then any accrued and unpaid salary and leave earned prior to the effective date of termination shall be paid. The Town shall also compensate the Town Manager the financial value of the health insurance coverage it pays for the Town Manager following the date of termination for three months. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

SECTION 21: Voluntary Resignation

In the event that the Town Manager voluntarily resigns, the Town Manager shall use best efforts to provide to the Commission 60 calendar days advance written notice, but under no circumstances less than 30 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued annual leave as of the date the resignation becomes effective.

SECTION 22: Return of Town Property

Upon final termination of the Town Manager's employment, whether voluntary, for cause or without cause, the Town Manager shall, within three (3) business days, return all Town, including but not limited to keys, cell phone, lap top computer, documents and any other property of the Town in the Town Manager's possession or control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

ATTEST:

By: _____
Vivian M. Lemley, Town Clerk

_____
Date

TOWN OF LAKE PARK

By: _____
James Dubois, Mayor

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Thomas J. Baird, Town Attorney

_____
Date

TOWN MANAGER

By: _____
Dale Sugerman

_____
Date

p:\docs\26508\00001\doc\1dc1977.doc

DRAFT