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3 **RESOLUTION NO. 2013-67**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA,**  
8 **AUTHORIZING THE MAYOR TO EXECUTE**  
9 **THE EMPLOYMENT AGREEMENT**  
10 **BETWEEN THE VILLAGE OF BISCAYNE**  
11 **PARK AND HEIDI SHAFRAN APPOINTING**  
12 **HEIDI SHAFRAN AS VILLAGE MANAGER**  
13 **OF THE VILLAGE OF BISCAYNE PARK,**  
14 **FLORIDA; PROVIDING FOR AN**  
15 **EFFECTIVE DATE**

16  
17 **WHEREAS**, in August 2013, a search was initiated to fill the position of Village  
18 Manager that was vacated on August 20th; and

19 **WHEREAS**, after a review of all resumes submitted and interview conducted, on  
20 November 14<sup>th</sup>, the Village Commission selected Heidi Shafran to fill the position; and

21 **WHEREAS**, Heidi Shafran is willing and qualified to perform the duties and  
22 responsibilities of the position of Village Manager and the Commission has found it in the  
23 best interests of its citizens to appoint Ms. Shafran as Village Manager of the Village of  
24 Biscayne Park, Florida;

25 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**  
26 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**  
27 **FOLLOWS:**

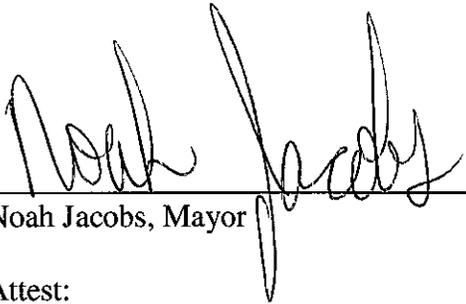
28  
29 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and  
30 correct and incorporated herein by this reference.

31 **Section 2.** The Mayor is hereby authorized to execute the Village Manager  
32 Agreement between the Village of Biscayne Park and Heidi Shafran, appointing Heidi

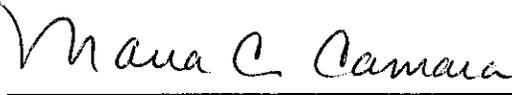
1 Shafran as the Village Manager of the Village of Biscayne Park, Florida, which Agreement  
2 is attached hereto and incorporated herein as Exhibit "1."

3 **Section 3.** This Resolution shall take effect immediately upon its adoption.  
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5 PASSED AND ADOPTED this 20<sup>th</sup> day of November, 2013  
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12 \_\_\_\_\_  
13 Noah Jacobs, Mayor

14 Attest:

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16   
17 \_\_\_\_\_  
18 Maria C. Camara, Village Clerk

19 Approved as to form:

20  
21  
22  
23  
24   
\_\_\_\_\_

Village Attorney

**The foregoing resolution upon being  
put to a vote, the vote was as follows:**

Mayor Jacobs: Yes  
Vice Mayor Anderson: Yes  
Commissioner Cooper: Absent  
Commissioner Ross: Yes  
Commissioner Watts: Absent

## EMPLOYMENT AGREEMENT

This is an agreement entered into this 2nd day of December, 2013 between the Village of Biscayne Park and Heidi Shafran to provide for the employment of Heidi Shafran as Village Manager of the Village of Biscayne Park, Florida, and to set forth the terms and conditions of her employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the Village of Biscayne Park, Florida (the Village) and Heidi Shafran (Village Manager) agree as follows:

### **Section 1. Duties**

A. The Village Commission employs Heidi Shafran as Village Manager of the Village of Biscayne Park, Florida to perform the functions and duties as specified in the Village Charter, and to perform such other legally permissible and proper duties as required by the Village Commission from time to time.

B. The Village Manager shall perform the duties of Village Manager of the Village in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion required of Village Managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association. The Village Manager recognizes that the position of Village Manager is not and cannot be an hourly type employment and agrees to devote that amount of time and energy, which is reasonably necessary for the Village Manager to fully perform the duties required under this Agreement. Thus, the Village Manager shall work as required in order to carry out her responsibilities.

### **Section 2. Term of Agreement**

A. The term of this Agreement shall commence on December 2, 2013 and continue for a three year period through and including December 1, 2016. The Village Manager shall serve at the pleasure of the Village Commission and may automatically renew annually thereafter. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Commission to terminate the services of the Village Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

B. During the first 90 days, which coincides with the 2013 election, the Village Manager shall not be terminated, however, during this period the Village Manager shall not be entitled to accrue benefits relating to vacation or severance.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 6 of this Agreement.

D. After December 1, 2016, this Agreement shall continue until either the Village Commission terminates the Agreement as specified in Section 5 or the Village Manager terminates the Agreement as specified in Section 6.

E. The Village Manager agrees to remain in the exclusive employment of the Village. However, the Village Manager may be permitted to do pro bono work with the approval of the Village Commission.

### **Section 3. Effective Date**

This Agreement shall be effective on December 2, 2013.

### **Section 4. Salary**

A. The Village agrees to pay the Village Manager for her services under this Agreement an annual base salary \$86,000.00 payable in installments at the same time as other Village employees are paid. This salary is subject to all legally required deductions.

B. The Village Commission agrees to annually review the performance of the Village Manager prior to the anniversary date of this Contract. The evaluation shall be in a form as the Commission deems appropriate based on criteria jointly developed by the Village Commission and the Village Manager. The Manager will place on the agenda prior to October 1<sup>st</sup> of each year an item addressing her evaluation. In consideration of the annual cost of living increases stated below, the Village Manager waives merit increases during the initial three year term of this contract.

C. The Village Commission agrees to annual cost of living adjustments to the Village Manager's salary by 2% on October 1, 2014 (\$87,720), 3 % October 1, 2015 (\$90,351.60) and 3% October 1, 2016 (\$93,062.15).

D. Nothing in Section 4 shall require the Village to increase the base salary or other benefits of the Village Manager. Nothing in Section 4 shall prevent the Village from increasing the base salary or other benefits of the Village Manager.

**Section 5. Termination by the Village and Severance Pay**

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.03 of the Charter.

B. Should the Village Commission terminate the services of the Village Manager "without cause," then the Village shall pay the Village Manager any accrued vacation and sick time consistent with this Agreement. If termination is "without cause", the Village shall provide at least sixty (60) days written notice of when termination is to take place. Failure to comply with the 60 day written notice requirement, or failure to obtain agreement of the commission to an earlier terminate notice requirement, and 30 days or less notice not approved by the Village Commission, shall result in forfeiture of fifty percent of the right to all severance accruals identified in this Section (5). The Village Manager shall not be entitled to severance for the first 90 days of this Agreement. Between 91 days and 180 days, the Village Manager shall be entitled to two weeks severance. Thereafter, the provisions of Section 5(C) shall apply.

C Upon the effective date of termination "without cause", and after 365 days of service, the Village shall pay the Village Manager a lump sum severance pay equal to 4.3 weeks salary per year of service, with a cap of up to 20 weeks total severance, consistent with state law. Severance pay shall not be construed as compensation for services performed and severance payment will not include automobile, cell phone allowance or other similar benefits. Said payment of severance benefits made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

D. In the event the Village Manager is terminated for just cause, such termination will take effect immediately and the Village shall have no obligation to pay the amounts outlined in Section 5, Paragraph B of this Agreement except for any accrued and unpaid salary and benefits earned including accrued vacation and sick time consistent with Village Policy. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten days (10) written notice and an opportunity to cure; (2) misconduct in office such as an act of fraud or dishonesty; (3) gross insubordination; (4) willful neglect of duty; (5) a knowing or intentional violation of the International City/County Management Association, Florida or Miami-Dade County conflict of interest and code of ethics laws; (6) moral turpitude; or, (7) conviction of any criminal act (except for minor traffic infractions).

E. Although this is a three year contract, the contract is actually a continuing contract, which automatically renews unless expressly terminated by either party. An expiration of the contract and no continuance will allow for severance".

**Section 6. Termination by the Village Manager**

The Village Manager may terminate this Agreement at any time by delivering to the Mayor and members of the Village Commission a written notice of termination not later than sixty (60) days prior to the effective date of the termination, unless the parties otherwise agree in writing. If the Village Manager terminates this Agreement, then the provisions of Section 5 shall not apply. If the Village Manager voluntarily resigns pursuant to this Section, the Village shall pay to the Village Manager all accrued compensation due to Village Manager up to her final day of employment, including any accrued personal time off and benefits earned including accrued vacation and sick time consistent with Village Policy, except as provided under Section 2(B). The Village shall have no further financial obligation to the Village Manager pursuant to this Agreement. This subsection shall not prevent the Village Manager from collecting any money earned as a result of participation in the Village's deferred retirement program, if any.

**Section 7. Automobile Allowance and Communications Equipment**

A. The Village Manager is required to be on call for twenty four hour service and therefore, the Village shall provide a \$400.00 per month vehicle allowance for use of her private automobile. The Village agrees to reimburse Village Manager for mileage for travel that the Commission determines is extensive and out of the ordinary, such as seminars outside the South Florida area.

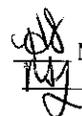
B. The Village Manager shall be provided with a cell phone allowance of \$140.00 per month for the use of a "smart" phone and associated service plan ("Cell Phone Allowance")

**Section 8. Dues and Subscriptions**

The Village Manager agrees to become a member of the International City/County Management Association and the Florida City/County Management Association within three (3) months from beginning her employment. The Village agrees to pay Village Manager's professional dues for membership in the International City/County Management Association and the Florida City/County Management Association. The Village shall pay other dues and subscriptions on behalf of Village Manager, including necessary continuing education unit credits, as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

**Section 9. Professional Development**

The Village agrees to pay for the Village Manager's travel and attendance at conferences requested by the Manager and approved by the Commission consistent with the Village budget or as authorized separately by the Village Commission.

 Manager  
 Mayor

## **Section 10. Community Involvement**

The Village recognizes the desirability of representation in and before local civic and other organizations, and encourages the Village Manager to participate in these organizations to foster a continuing awareness of the Village's activities as well as the community's attitudes and ideas.

## **Section 11. Time Off**

The Village Manager has two pre-scheduled vacations, one occurring December 26, 2013 through January 3, 2014; and another for a single day in February. The Village Manager shall not be paid for those pre-scheduled vacation days.

The Village Manager will be credited with twenty (20) days of annual vacation leave days after the first 90 days of this Agreement and annually thereafter.

The Village Manager will be credited with twelve (12) days of sick leave accruing 90 days after the start date of this Agreement and annually thereafter.

The Village Manager will be entitled to the same paid holidays as all other full-time employees of the Village.

The Village Manager will be paid for all unused vacation leave and all unused sick leave upon separation of employment from the Village, consistent with the personnel policies for general employees.

Accrual of the first year's vacation and sick leave will vest 90 days after date of hire. The Village Manager shall be allowed to carry forward all accrued vacation and sick leave consistent with the Village's Personnel Policy.

## **Section 12. Health and Dental Insurance**

The Village Manager shall be provided the same health and dental insurance coverage as provided to all other full-time employees of the Village and the Village shall pay one hundred percent (100%) of the single person premium for that insurance.

## **Section 13. Retirement**

The Village Manager shall be able to participate in the same retirement program as all other management employees of the Village. The retirement program is the State of Florida Retirement System and the Village Manager will be under the Compulsory Senior Management Level.

**Section 14. Life Insurance**

The Village shall provide a term life insurance policy to the Manager in the amount at least equal to her current salary.

**Section 15. Other Customary Benefits**

The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the administrative and management employees of the Village.

**Section 16. Indemnification**

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Village shall defend, save harmless and indemnify the Village Manager against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of her employment. The Village, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

**Section 17. Bonding**

The Village agrees to bear the full cost of any fidelity or other bonds as may be required pursuant to the Village Charter.

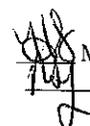
**Section 18. Code of Ethics**

Inasmuch as the Village Manager will be an active, full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Village Manager's conduct and actions as Village Manager of the Village.

**Section 19. Other Terms and Conditions**

A. 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.

B. 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.

  
\_\_\_\_\_  
Manager  
\_\_\_\_\_  
Mayor

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. 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.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to her designated beneficiaries;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with Village's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the Village's insurance policies or plans.

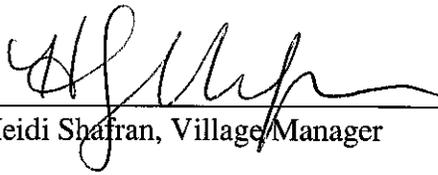
G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this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

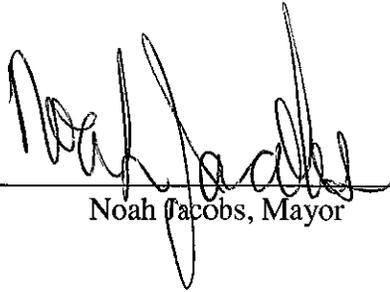
H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning 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.

I. 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.

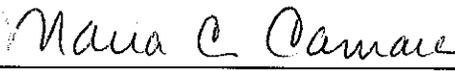
J. The rights and obligations herein granted are personal in nature and cannot be transferred by the Village Manager.

[SIGNATURE PAGE TO FOLLOW]

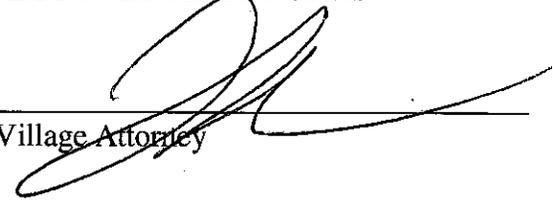
  
Heidi Shafran, Village Manager

  
Noah Jacobs, Mayor

ATTEST:

  
Maria Camara, Village Clerk

APPROVED AS TO FORM:

  
Village Attorney