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**RESOLUTION NO. 2020-15**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING RESOLUTION 2020-05 AND TERMINATING WITH CAUSE KRISHAN MANNERS AS THE VILLAGE MANAGER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, pursuant to Resolution 2017-32, on June 6, 2017, the Village Commission approved an Employment Agreement (Employment Agreement) with Krishan Manners (Manners), whereby Manners agreed to serve as the Village Manager, and “to perform the functions and duties as specified in Section 3.01 [of] the Village Charter, and to perform such other legally permissible and proper duties as are required by the Village Commission from time to time;” and

**WHEREAS**, the Employment Agreement provides the Village Commission may terminate Manners with “just cause,” and that such termination will take effect immediately and the Village shall have no obligation to pay any severance to Manners; and

**WHEREAS**, “just cause is defined and limited to mean; (1) breach of any material term or condition of the Employment Agreement after ten (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); (2) misconduct in office such as an act of fraud or dishonesty; (3) misconduct as defined in Section 443.036(29), *Florida Statutes*; (4) gross insubordination; (5) willful neglect of duty; (6) 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 and Village Charter; (7) moral turpitude; or (8) conviction of any criminal act (except for minor traffic infractions); and

**WHEREAS**, Section 3.03 of the Village Charter provides that the Village Manager and Village Attorney (Charter Officer) may be suspended with pay, pending removal by a Resolution approved by the majority of the total membership of the Commission, which shall set forth the reasons for suspension and proposed removal; and shall be served immediately upon the affected Charter Officer; and

**WHEREAS**, the affected Charter Officer shall have fifteen (15) days in which to respond in writing; and upon request, shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested; if after the public hearing, if one is requested, and after full consideration, the Commission by a majority vote of its total membership may adopt a final resolution of removal; and

**WHEREAS**, on February 4, 2020, Resolution 2020-05 was approved by the majority of the total membership of the Commission, suspending Manners pending his termination for cause and setting forth the reasons for the suspension and Manners proposed termination with cause; and

1           **WHEREAS**, in accordance with Section 3.03 of the Village Charter, Manners timely requested a  
2 hearing regarding his termination with cause.

3  
4 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE**  
5 **VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

6  
7           **Section 1.     Recitals.** The above recitals are true and correct, and incorporated herein by this  
8 reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

9  
10           **Section 2.   Ratification of Resolution 2020-05.** Upon completion of the public hearing  
11 requested by Manners in accordance with Section 3.03 of the Village Charter, and giving full and complete  
12 consideration to the documents in the record, and the testimony of all interested persons, the Village  
13 Commission by a majority vote of its total membership makes the following findings and conclusions and  
14 ratifies Resolution 2020-05:

15  
16           Gross Insubordination

- 17  
18           1.     Manners exceeded his authority as Village Manager by instructing the Village Attorney to  
19 institute a Petition for Writ of Quo Warranto and Declaratory Relief (Residency Challenge)  
20 against a duly residing, elected and sitting Commissioner on January 9, 2020, without  
21 approval or direction from the Village Commission. Section 2.05 of the Village  
22 specifically states “[T]he Commission shall be the sole judge of the qualifications of its  
23 members and shall hear all questions relating to forfeiture of a Commissioner's office,  
24 including whether or not good cause for any absence has been or may be established.”  
25  
26           2.     At the time of its filing, Manners knew the Residency Challenge lacked any factual basis,  
27 as evidenced by Manners delivering an agenda packet to Commissioner Samaria at his  
28 home address on January 10, 2020, several days after the filing of the Residency Challenge.  
29 At an evidentiary hearing conducted by the Judge hearing the Residency Challenge,  
30 undisputed testimony was that Mr. Manners delivered an agenda packet to Commissioner  
31 Samaria at his home address on January 10, 2020. The court dismissed the Residency  
32 Challenge as being premature because at the time of the filing of the Residency Challenge  
33 the Commissioner resided at the home address stated in his candidacy papers.  
34  
35           3.     An Investigative Report by Miami Dade County Commission on Ethics & Public Trust  
36 (“Ethics Commission”) concluded, “[t]he evidence establishes that after [then] Mayor  
37 Truppmann advised Manners of her unavailability for the [3/5/2019] meeting, he took it  
38 upon himself to contact the other elected officials and as a result of these contacts the  
39 meeting was cancelled. The other four elected officials told investigator that they were not  
40 told that *only the Mayor* was unavailable and that *the other four elected officials* were  
41 available to conduct the meeting in her absence.” Manners actions in providing four  
42 Commissioners selective information to achieve a rescheduling of the March 5, 2019,  
43 meeting was a willful manipulation of the facts to subvert the goals of the Commission to  
44 proceed with the conduct of Village business as scheduled, and as provided for in Section  
45 4.01 of the Village Charter.  
46  
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1 Willful Neglect of Duty

- 2
- 3 1. When the January 14, 2020, Commission meeting was not called due to a lack of a quorum
- 4 due to the unexplained absence of Mayor Tracy Truppman, Manners failed to follow
- 5 Section 5.02(j) of the Village Charter and have two new Commissioners sworn in outside
- 6 the scheduled meeting. Swearing in the two new Commissioners, as provided for in the
- 7 Village Charter would have created the required quorum for the monthly Commission
- 8 meeting to take place. Because of Manners' neglect, the Village had no Commission
- 9 meeting for the month of January 2020, which included an advertised quasi-judicial
- 10 variance hearing. Manners took no action to reschedule the cancelled January meeting.
- 11
- 12 2. By his own admission, Manners intentionally did not provide required written responses to
- 13 requests for information related to the audit of the Citizens Independent Transportation
- 14 Trust and related funds appropriated to the Village for transit and transportation purposes.
- 15
- 16 3. By his own admission, Manners authorized payment of Village Attorney invoices without
- 17 appropriate examination or oversight, and without bringing the details to Commission for
- 18 review and approval.
- 19
- 20 4. Manners failed to exercise proper oversight with respect to the Village's existing waste
- 21 hauler contract with WastePro, and publicly inform the Village Commission the waste
- 22 hauler contract had lapsed. By his own admission, Manners failed to initiate competitive
- 23 bidding at the appropriate time to enter into a new agreement with WastePro or replace
- 24 WastePro as the Village's waste hauler; extend the existing waste hauler contract; or
- 25 possibly "piggy-back" on another local government's existing waste hauler contract.
- 26

27 **Section 3. Termination of Manners.** The Village Commission finds that just cause exists to

28 terminate the Employment Agreement and Manners' employment with the Village.

29

30 **Section 4. Severability.** If any section, sentence, clause or phrase herein is held to be invalid

31 by any court of competent jurisdiction, then said holding shall in no way affect the validity of the

32 remaining portions of this Resolution.

33

34 **Section 5. Effective Date.** This Resolution shall become effective immediately upon its

35 adoption.

36

37 PASSED AND ADOPTED this 3<sup>rd</sup> day of March, 2020.

38

39 The foregoing Resolution was offered by Commissioner Ross, who moved its adoption. The

40 motion was seconded by Commissioner Kennedy, and upon being put to a vote the vote was as follows:

41

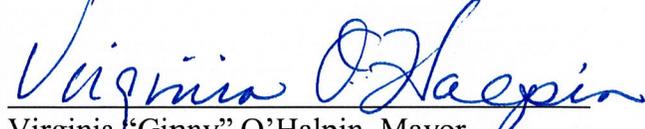
42 Virginia "Ginny" O'Halpin, Mayor	Yes
43 William Tudor, Vice Mayor	No
44 Macdonald "Mac" Kennedy, Commissioner	Yes
45 Roxanna "Rox" Ross	Yes
46 Dan Samaria, Commissioner	Yes

47

48

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1 VILLAGE OF BISCAYNE PARK

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5 Virginia "Ginny" O'Halpin, Mayor  
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9 ATTEST:

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13 Roseann Prado, Village Clerk  
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16 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
17 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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21 John R. Henn, Jr., Interim Village Attorney  
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**RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, FOR REMOVAL OF THE VILLAGE MANAGER, KRISHAN MANNERS, AND TERMINATION FOR CAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2017-32, on June 6, 2017, the Village Commission approved an Employment Agreement with Village Manager, Krishan Manners (“Manners”), whereby Manners agreed “to perform the functions and duties as specified in Section 3.01 [of] the Village Charter, and to perform such other legally permissible and proper duties as are required by the Village Commission from time to time.” (Employment Agreement, Sec. 1. A)

**WHEREAS**, the Employment Agreement provides, in part, that “...Village Manager shall serve at the pleasure of the Village Commission and 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 provision set forth in Section 7....” (Employment Agreement, Sec. 2.A)

**WHEREAS**, the relevant subparagraphs of the Employment Agreement, Section 7 address termination for cause, providing that:

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 Village Charter and the provisions of this Agreement.

....

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 this Agreement except for any accrued and unpaid salary and benefit earned, consistent with Village policies .... just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); and (2) misconduct in office such as an act of fraud or dishonesty (3) misconduct as defined in Florida Statute, section 443.036(29) in which case, by statute, such payment would be prohibited; (4) gross insubordination; (5) willful neglect of duty; (6) 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 and Village Charter; (7) moral turpitude; or (8) conviction of any criminal act (except for minor traffic infractions).

**WHEREAS**, turning to the Village of Biscayne Park Charter, relevant portions provide that:

1 3.01- Village Manager.

2 (A) *Village Manager*. There shall be a Village Manager (the  
3 “Manager”) who shall be the chief administrative officer of the Village.  
4 The Manager shall be responsible to the Commission for the  
5 administration of all Village affairs and for carrying out the policies of  
6 the Commission.

7 (B) *Appointment; removal; compensation of the Manager*. ...The  
8 Commission may remove the Manager at any time, as provided for in  
9 Section 3.03. ...

10  
11 3.03- Removal procedure.

12 The Manager and the Attorney (each to be referred to as “Charter  
13 Officer”) may be suspended with pay, pending removal by a resolution  
14 approved by the majority of the total membership of the Commission,  
15 which shall set forth the reasons for suspension and proposed removal. A  
16 copy of such resolution shall be served immediately upon the affected  
17 Charter Officer. The affected Charter Officer shall have fifteen (15) days in  
18 which to respond in writing; and upon request, shall be afforded a public  
19 hearing, which shall occur not earlier than ten (10) days nor later than  
20 fifteen (15) days after such hearing is requested. After the public hearing,  
21 if one is requested, and after full consideration, the Commission by a  
22 majority vote of its total membership may adopt a final resolution of  
23 removal. The affected Charter Officer shall continue to receive full  
24 compensation until the effective date of a final resolution of removal.  
25

26 **WHEREAS**, the Village Commission has lost confidence in Manners, and wishes to  
27 terminate his employment with the Village **for cause**.

28  
29 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE**  
30 **VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

31  
32 **Section 1.** The foregoing “WHEREAS” clauses are hereby ratified and  
33 confirmed as being true and correct and are incorporated herein by this reference.  
34

35 **Section 2.** The Village Commission finds that just cause exists to terminate the  
36 Employment Agreement and Manners’ employment with the Village in connection with the  
37 following:

38 A. Gross Insubordination

- 39 1. Manners exceeded his authority as Village Manager by instructing  
40 the Attorney to institute a Petition for Writ of Quo Warranto and  
41 Declaratory Relief (“Residency Challenge”) against a duly  
42 residing, elected and sitting Commissioner on January 9, 2020.  
43 2. Not only did Manners exceed his authority in commencing the  
44 Residency Challenge, but he knew that the case was based on a  
45 false premise, as evidenced by Manners delivering an agenda  
46 packet to the Commissioner at his home address on January 10,  
47 2020. After hearing presentations and taking evidence, the  
48 unauthorized Petition was dismissed as being premature because

1 at the time of the filing the Commissioner resided at the home  
2 address stated in his candidacy papers.

- 3 3. An Investigative Report by Miami Dade County Commission on  
4 Ethics & Public Trust (“Ethics Commission”) concludes “the  
5 evidence establishes that after Truppmann advised Manners of her  
6 unavailability for the [3/5/2019] meeting, he took it upon himself  
7 to contact the other elected officials and as a result of these  
8 contacts the meeting was cancelled. The other four elected  
9 officials told investigator that they were not told that *only the*  
10 *Mayor* was unavailable and that *the other four elected officials*  
11 *were available to conduct the meeting in her absence.”*
- 12 4. While the Ethics Commission found insufficient evidence to  
13 demonstrate that Manners exploited his position, Manners actions  
14 in providing four Commissioners selective information to achieve  
15 a rescheduling of the March 5, 2019, meeting was a manipulation  
16 and a willingness to subvert the goals of the Commission to  
17 proceed with the conduct of Village business as scheduled.

18  
19 **B. Willful Neglect of Duty**

- 20 1. When the January 14, 2020, commission meeting, was not called  
21 to order because quorum was not reached due to the unexplained  
22 absence of Mayor Tracy Truppmann, Manners failed to follow the  
23 Village Charter and have two new commissioners sworn in  
24 outside the public meeting. Those two new commissioners would  
25 have created the required quorum for the monthly commission to  
26 take place. Because of Manners’ neglect, the Village had no  
27 commission meeting for the month of January 2020, which  
28 included an advertised quasi-judicial variance hearing. The  
29 cancelled January meeting was not rescheduled.
- 30 2. By his own admission, Manners intentionally did not provide  
31 required written responses to requests for information related to  
32 the audit of the Citizens Independent Transportation Trust and  
33 related funds appropriate to the Village for transit and  
34 transportation.
- 35 3. Failure of oversight with respect to attorney billings. By his  
36 admission, Manners authorized payment of attorney invoices  
37 without appropriate examination and without bringing the details  
38 to Commission for review and approval.
- 39 4. Failure of oversight with respect to WastePro, and the irregularity  
40 of services provided.
- 41 5. Failure to initiate competitive bidding at the appropriate time to  
42 replace WastePro or leverage a better quality of service.
- 43

44 **Section 3.** For these reasons, and such others that may be articulated at the  
45 reading of this Resolution, the Commission resolves that Manners be suspended with pay  
46 and that the Removal procedures be initiated in accordance with the Charter, Section 3.03.  
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**Section 4.** Upon approval of this Resolution, Manners shall immediately relinquish to the Sergeant at Arms all devices (phones, tablets, laptops, external drives), and other electronic media, keys, passwords, and other means of access to Village property (including accounts).

**Section 5.** During his suspension, Manners is prohibited from accessing Village files or accounts, and he is prohibited from contacting Village employees, contract vendors, residents or elected officials in any way, except that Manners is instructed to respond to inquiries from an Interim Manager and/or Village Clerk on vital pending matters that require attention.

**Section 6.** The Interim Manager and/or Village Clerk are instructed to immediately communicate this suspension of Manners internally within the Village, to all vendors and to residents, and to instruct the electronic/IT vendor to suspend Manners' access to all Village electronic resources, including email. Village employees and vendors will be instructed to not contact Manners during his suspension except as noted in Section 5.

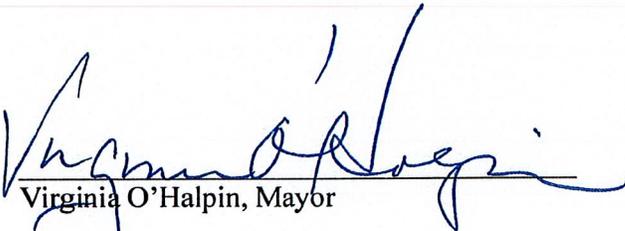
**Section 7.** In accordance with the Charter, Manners shall have fifteen (15) days from receipt of this Resolution to respond in writing and to request a public hearing, which shall occur within 10-15 days after such request.

**Section 8.** In the event that a public hearing is not timely requested by Manners, this Resolution shall be deemed a Final Resolution of Removal, and Manners employment shall be terminated as of February 20, 2020.

**Section 9.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED this 4th day of February 2020.**

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

  
Virginia O'Halpin, Mayor

Attest:

  
Roseann Prado, Village Clerk

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

Mayor O'Halpin: Yes  
Vice Mayor Tudor: No  
Commissioner Kennedy: Yes  
Commissioner Samaria:



1 Biscayne Park, Florida, which Agreement is attached hereto and incorporated herein as  
2 Exhibit "1".

3 **Section 3.** This Resolution shall be effective upon adoption.

4  
5 PASSED AND ADOPTED this 6<sup>th</sup> day of June, 2017.

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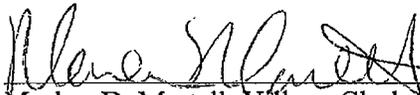
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**The foregoing resolution upon being put to a  
vote, the vote was as follows:**

  
\_\_\_\_\_  
Tracy Truppmann, Mayor

Mayor Truppmann: Yes  
Vice Mayor Johnson-Sardella: Yes  
Commissioner Bilt: Yes  
Commissioner Ross: Yes  
Commissioner Tudor: Yes

Attest:

  
\_\_\_\_\_  
Marlen D. Martell, Village Clerk

Approved as to form:

  
\_\_\_\_\_  
John J. Hearn, Village Attorney

## EMPLOYMENT AGREEMENT

This is an agreement entered into this 6<sup>th</sup> day of June, 2017 between the Village of Biscayne Park and Krishan Manners to provide for the employment of Krishan Manners as Village Manager of the Village of Biscayne Park, Florida, and to set forth the terms and conditions of his 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 Krishan Manners ("Village Manager") agree as follows:

### **Section 1. Duties**

A. The Village Commission employs Krishan Manners as Village Manager of the Village of Biscayne Park, Florida to perform the functions and duties as specified in Section 3.01 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 an amount of time and energy reasonably necessary for the Village Manager to fully perform the duties required under this Agreement. Thus, the Village Manager shall spend sufficient hours at the Village to perform the Village Manager's duties and carry out his responsibilities.

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

A. The term of this Agreement shall be for an initial term beginning retroactively on May 2, 2017 ("Effective Date"), and concluding on September 30, 2020, unless otherwise terminated, as set forth below. This Agreement shall remain in full force and effect until terminated by the Village Commission or the resignation of Village Manager pursuant to Sections 7 and 8 below. The Village Manager shall serve at the pleasure of the Village Commission and 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 7 of this Agreement.

B. 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 8 of this Agreement.

C. After September 30, 2020, this Agreement shall be renewed annually until either the Village Commission terminates the Agreement as specified in Section 7 or the Village Manager terminates the Agreement as specified in Section 8.

**Section 3. Exclusive Employment and Outside Consulting/Teaching**

The Village Manager agrees to remain in the exclusive employment of the Village. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Village and the community, the Village Manager may elect to accept limited teaching, consulting or other business opportunities with prior Village Commission approval. Any outside consulting or teaching arrangements shall not commence before the completion of the probationary period or interfere with the Village Manager's performance of his duties hereunder or constitute a conflict of interest with his responsibilities under this Agreement. The Village Commission may restrict or revoke approval of any outside employment when it deems necessary.

**Section 4. Effective Date**

This Agreement shall be effective retroactive to May 2, 2017.

**Section 5. Salary**

The Village agrees to pay the Village Manager for his services under this Agreement an annual base salary of \$82,000.00, payable in installments at the same time as other Village employees are paid. This salary, and any other benefits provided in this Agreement, is subject to all legally required deductions.

**Section 6. Evaluations/Probation Period**

A. The Village Manager shall serve a six (6) month probationary period, retroactive to the Effective Date of this Agreement.

B. Within thirty (30) days after the probationary period, the Village Commission shall evaluate the performance of the Village Manager. Thereafter, the Village Commission shall evaluate the Village Manager on or before October 1<sup>st</sup> of each year. The evaluation shall be in a form the Commission deems appropriate based on criteria developed by the Village Commission in consultation with the Village Manager. The Village Manager will place on the agenda prior to October 1<sup>st</sup> of each year an item addressing his evaluation. The Village Commission shall determine the amount of any merit increase prior to the end of each fiscal year.

C. At the time of the scheduled evaluations, the Village Commission will consider any potential increases in the Village Manager's salary, benefits and allowances, based on performance.

**Section 7. 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 and the provisions of this Agreement.

B. Should the Village Commission terminate the services of the Village Manager "without cause," the Village Manager shall receive a severance payment in accordance with this Agreement.

C. The Village Manager shall not be entitled to severance during the probationary period. After completion of the probationary period, the Village Manager shall be entitled to severance pay equal to four (4) weeks. For each year thereafter, the Village Manager shall be entitled to four (4) additional weeks per year of service, with a cap of sixteen (16) weeks total severance, consistent with state law. The severance shall be paid in two (2) equal payments: the first upon separation from the Village, the second within thirty (30) days thereafter. Severance pay shall not be construed as compensation for services performed and severance payment shall not include automobile, cell phone allowance, earned and accrued annual, sick, compensatory, or administrative leave, 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 this Agreement except for any accrued and unpaid salary and benefits earned, consistent with Village policies, including leave policies, all earned paid holidays and other time noted in Section 13 of this Agreement. 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 (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); (2) misconduct in office such as an act of fraud or dishonesty; (3) misconduct as defined in Florida Statute, Section 443.036(29) in which case, by statute, such payment would be prohibited; (4) gross insubordination; (5) willful neglect of duty; (6) 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 and Village Charter; (7) moral turpitude; or, (8) conviction of any criminal act (except for minor traffic infractions).

E. Although this Agreement expires September 30, 2020, the Agreement is a continuing contract, which automatically renews annually unless expressly terminated by either party. If the Agreement expires without being continued, severance consistent with this Section will be provided.

**Section 8. 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 at least thirty (30) days prior to the effective date of his resignation, unless the parties otherwise agree in writing. 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 his final day of employment. 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 9. Automobile Allowance and Communications Equipment**

A. The Village Manager is required to be on call for twenty four (24) hours a day and therefore, the Village shall provide a four hundred dollar (\$400.00) per month vehicle allowance for use of his private automobile. The amount may be increased from time to time upon approval by the Village Commission. 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 with prior approval of the Village Commission.

B. The Village Manager shall be provided with a cell phone allowance of \$100.00 per month for the use of a "smart" phone and associated service plan ("Cell Phone Allowance").

**Section 10. Dues and Subscriptions**

The Village Manager agrees to maintain his membership with the International City/County Management Association, Miami-Dade City County Management Association and the Florida City/County Management Association. The Village agrees to pay Village Manager's professional dues for membership in the International City/County Management Association, Miami-Dade City County Management Association and the Florida City/County Management Association. The Village shall not be obligated to pay other dues and subscriptions on behalf of Village Manager, including necessary continuing education unit credits, unless approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

**Section 11. Professional Development**

A. The Village agrees to pay for the Village Manager's travel and attendance at seminars and 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

B. The Village recognizes that certain expenses of a non-personal nature but job-related nature are incurred by the Village Manager, and agrees to reimburse or to pay said general expenses, including local expenses for parking, transportation, membership in organizations contributing to a member's ability to fulfill leadership roles and communication expenses. The Commission's authorization to disburse such monies shall be upon the furnishing of receipts, statements or personal affidavits.

## **Section 12. 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 13. Time Off**

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

B. The Village Manager shall be entitled to leave consistent with Section 12 of the Village's Personnel Rules and Regulations, as amended from time to time. Both the Village and the Village Manager recognize a need to amend Section 12 and the Village Manager will address that issue before the next fiscal year.

C. Compensation Time. In recognition of the fact that the Village Manager is expected and will be regularly working in excess of forty (40) hour work weeks, the Village Manager shall receive, on October 1<sup>st</sup> of each year, forty (40) hours in compensatory time. This time must be used during the fiscal year that he receives the compensatory time, or such time will expire. In addition, this time will not be paid out upon separation, whether by resignation or termination.

## **Section 14. Health and Dental Insurance**

The Village Manager shall be provided the same health insurance coverage as provided to all other non-union full-time employees of the Village, in accordance with the Village's Personnel Rules and Regulations. The Village Manager agrees to be responsible for any additional insurance (i.e., dental and vision).

## **Section 15. Disability**

If the Village Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, medical incapacity or health for twenty (20) working days over a thirty (30) working day period, the Village shall have the option of terminating this Agreement, subject to the severance pay requirements of this Agreement. The severance owed to the Village Manager pursuant to this Agreement

shall be reduced by all disability benefits the Village Manager receives from disability insurance.

**Section 16. Retirement**

The Village shall enter the Village Manager in the Florida Retirement System at the compulsory Senior Management Level rate and agrees to contribute all applicable employer mandated payments into such system on behalf of the Village Manager. The employee mandated payments shall be automatically deducted from the Village Manager's paycheck by the Village.

**Section 17. Life Insurance**

The Village shall provide a term life insurance policy to the Manager in the amount equal to one hundred percent (100%) of one (1) year's salary, including all increases in the base salary during the life of this Agreement. The Village Manager shall designate the beneficiary of this policy.

**Section 18. 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 pursuant to the Village's Personnel Rules and Regulations, as amended from time to time.

**Section 19. Indemnification**

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Village shall defend, hold harmless and indemnify the Village Manager against any tort, (not including intentional torts), professional liability claim or demand or other legal action arising 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 his employment. The Village shall present any and all claims, demands or other legal actions to its insurance carrier.

**Section 20. 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 21. 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 22. Days**

Other than as specified in Section 13, any reference to "day" in this Agreement shall mean calendar day.

**Section 23. 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.

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.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in the state and federal courts of 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 his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization and medical bills in accordance with Village's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with this Agreement and the Village's insurance policies or plans.

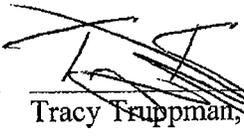
G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this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

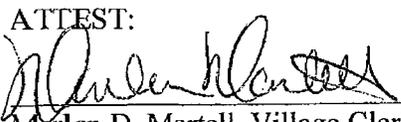
H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning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

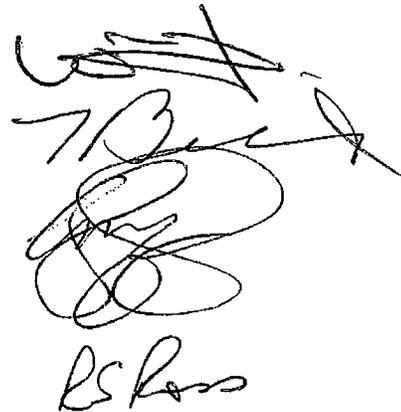
I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

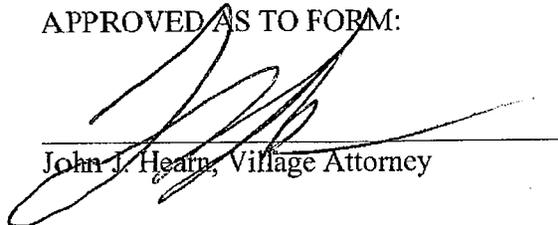
J. The rights and obligations herein granted are personal in nature and cannot be transferred by the Village Manager.

  
\_\_\_\_\_  
Krishan Manners, Village Manager

  
\_\_\_\_\_  
Tracy Fruppman, Mayor

ATTEST:  
  
\_\_\_\_\_  
Marlen D. Martell, Village Clerk



APPROVED AS TO FORM:  
  
\_\_\_\_\_  
John J. Hearn, Village Attorney