

EXHIBIT "A"

**EMPLOYMENT AGREEMENT
TOWN ADMINISTRATOR**

THIS EMPLOYMENT AGREEMENT made and entered into this 7th day of December 2022 between the TOWN OF DAVIE a municipal corporation (hereinafter “Davie”), and RICHARD J. LEMACK, (hereinafter referred to as “Employee”).

WHEREAS, the office of the Town Administrator is a unique position created by the Charter of the Town of Davie, with responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, Davie desires to employ the services of RICHARD J. LEMACK as Town Administrator of the Town of Davie, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, it is the desire of Davie to:

1. Retain the services of Employee and to provide inducement for him to remain in such employment; and
2. To make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and
3. To provide a just means for terminating Employee’s services at such time as he may be unable to discharge his duties due to disability, or when the Town may desire to otherwise terminate his employ; and

WHEREAS, Employee desires to Be Employed as Town Administrator of Davie.

NOW THEREFORE, in consideration of the mutual promises hereafter set forth, Davie and Employee agree as follows:

1. **DUTIES:** Davie hereby agrees to employ Richard J. Lemack as Town Administrator of the Town of Davie and Employee hereby accepts employment as Town Administrator of said Town to Perform the functions and duties specified in Section 6 of the Town charter and to perform such other legal and proper duties and functions as the Town Council shall, from time to time, assign, including but not limited to management and oversight of the Community Redevelopment Agency.

2. TERM:

- A. Nothing in the Agreement shall limit, prevent or otherwise interfere with the right of the Town to terminate the service of Employee at any time, subject only to provisions set forth in Section 3, paragraphs A, B, and C of this Agreement.
- B. Nothing in the Agreement shall limit, prevent or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 3, paragraph C of this Agreement.
- C. Employee agrees to remain in the exclusive employ of the Town from on or before the 19th day of December of 2022 through the 18th day of December 2026, and neither to accept, nor to become employed by any other employer until said termination date, unless said termination date is affected as provided in this Agreement.
- D. In the event written notice is not given by either party to this agreement to the other ninety (90) days prior to the termination date as herein provided, this Agreement shall be extended on the same terms and conditions as herein provided, or as may be amended from time to time, all for an additional period of one (1) year. Said Agreement shall continue thereafter for one (1) year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional one (1) year term.

3. TERMINATION AND SEVERANCE PAY:

- A. In the event the Employee is terminated by the Town Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of Town Administrator, then in that event the Town agrees to pay the Employee a lump sum cash payment equal to twenty (20) weeks aggregate base salary, together with a continuation of all other benefits for Employee as described herein for an equivalent period following termination. Said continuation of benefits shall not be payable for any period during which the Employee becomes employed by a third-party following termination by the Town. In the event that the Town shall provide written notice of non-renewal pursuant to paragraph 2, D, in the event the Town agrees to pay the Employee a lump sum cash payment equal to twenty (20) weeks aggregate base salary together with a continuation of benefits

for Employee for an equivalent period following contract expiration, together with accrued annual leave, as set forth in Section 7. In the event Employee is terminated because of his conviction (or no contest plea) of any felony or conviction of any misdemeanor involving moral turpitude or code of ethics in effect at such time which shall reflect adversely upon the Town, in that event the Town shall have no obligation to pay any severance designated in this paragraph.

- B. In the event the Town, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Town employees; or, in the event the Town refuses, following written notice to comply with any other provision benefiting the Employee herein, or the Employee resigns following a resolution by the Town Council that he resign, the Employee may at his option be deemed to be “terminated” at the date of such action and the provisions of paragraph A above, shall take effect.
- C. In the event the Employee voluntarily resigns his position with the Town other than anticipated in paragraph B above, before the expiration of the aforesaid term of employment, then severance pay, as stipulated in paragraph A above, shall be at the discretion of the Town Council. The Employee shall give the Town at least ninety (90) days’ notice in advance unless such notice is waived at the discretion of the Town Council. In the event of such voluntary resignation, employee shall be entitled to all accrued annual leave pursuant to policy and section 7 of this agreement.

4. SALARY:

- A. The Town agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$289,216.81 payable at the same time and intervals as other employees of the Town are paid. Thereafter, as determined by the Town Council, the Employee may receive pay increases up to 4% annually based on performance evaluation.
- B. In the event an across the board pay increase is granted to all employees, the Employee's base salary shall be increased in the same amount as any such approved across the board increase. At the discretion of the Town Council, increases above any across the board increase to all employees may be approved as an increase in base salary.

5. PROFESSIONAL DEVELOPMENT:

- A. The Town agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, state, and local professional organizations necessary for his continued compliance, professional participation, and growth and for the good of the Town, including, but not limited to ICMA, FCCMA, etc.
- B. Subject to State law, the Town hereby agrees to budget and to pay the travel and subsistence expenses of employee for professional and official travel, meeting, and occasions adequate to continue the professional development of the Employee and to pursue official functions of the Town including but not limited to short courses and seminars, and the attendance of the employee at Annual Conferences of the International City Management Association (ICMA), Florida City and County Manager's Association (FCCMA), Broward Days etc.

6. PENSION:

Davie shall provide the rights and privileges afforded all management employees participating in the Management and General Employees Defined Benefit Pension Plan prior to October 1, 2013.

7. DEFERRED COMPENSATION:

Davie shall provide twenty-seven thousand (\$27,000.00) per year of the contract toward a 457 Deferred Compensation program. (This amount will increase annually to be equal to the maximum established by the IRS). Payment to the 457 shall occur in payments bi-weekly through payroll. This payment shall be in addition to the base rate of salary provided to Employee each year of the contract.

8. VACATION/SICK LEAVE/EXECUTIVE DAYS:

- A. The Town administrator shall accrue thirty (30) vacation days per year of the contract. Employee shall accrue sick leave in accordance with Town policy. There shall be no maximum accrual of vacation leave. Employee shall have the option to cash in up to one hundred hours (100) of accrued vacation leave per contract year which shall be used to calculate pension benefits. Leave will be paid out upon termination at the current rate of pay, unless the employee is terminated for cause without severance, pursuant to Section 3A above.
- B. It is recognized that the Town Administrator must devote a great deal of time, outside the normal office hours, to business in Davie, and to that end the Town Administrator will be allowed to take thirty (30) executive days each year. Executive days may not be accrued year to year. Executive days may not be cashed out upon separation.

9. INSURANCE COVERAGE/VEBA:

The Town of Davie agrees to provide at its cost a term life insurance policy in the amount of \$200,000.00 and disability insurance for the Employee as currently being offered to general Town employees. Employee shall also be eligible to participate in any insurance benefit as well as VEBA if being offered to general Town employees.

10. DISABILITY:

If the Employee is unable to perform his duties for a period of twelve (12) successive weeks or for ninety (90) working days over a one hundred and twenty (120) working days period, Davie shall have the option to terminate this agreement, subject to the severance pay requirements in Section 3 above. Part or all of the Town's obligation under this provision may be provided at the Town's option through disability insurance the premium for which shall be paid by the Town.

11. AUTOMOBILE ALLOWANCE:

The Town of Davie shall pay to the Employee an automobile allowance of \$600.00 per month during the term of this contract. Any increase may be made by Town Council as need may warrant during annual review. The Town of Davie agrees that the Employee may fuel his vehicle at the Town fuel dock.

12. OTHER ITEMS AND CONDITIONS OF EMPLOYMENT:

- A. The Town Council shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other ordinance or law.

- B. All provisions of the Town charter, ordinances, policies and procedures as they do not exist or as they may be amended shall apply to the Employee in addition to those terms outlined in this Agreement, In the event of any conflict between the terms of any ordinance, policy, procedure or this Agreement then this Agreement shall prevail.

13. PERFORMANCE EVALUATIONS:

The Town Council shall review and evaluate the performance of the employee at least once annually occurring September 2023, September 2024, September 2025 and September 2026. Evaluations may be conducted at such other times as the Town Council deems appropriate. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town Council and Employee. Goals and objectives set shall be attainable within the time limitations as specified, and the annual operating and capital budgets and appropriations provided. Said criteria may be added to or deleted as the Town Council may from time to time determine, in consultation with the Employee. Employee shall be provided with a written statement of the finding of the Town Council in connection with the evaluation.

14. INDEMNIFICATION:

The Town shall defend, safe harmless, and indemnify the Town Administrator against any actions, claim demand or other legal action, whether groundless or otherwise arising directly or indirectly out of Town Manager's duties or position with the Town.

15. GENERAL PROVISIONS:

- A. This Agreement constitutes the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and executors of the Employee.

- C. If any provisions 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 be deemed severable shall not be affected and shall remain in full force and effect.
- D. This Agreement shall become effective commencing December 19, 2022 or upon execution whichever date is later.
- E. Any claim, objection or dispute arising out of the terms of his Agreement shall be litigated in the 17th Judicial Circuit in and for Broward County, Florida.
- F. The validity construct and effect of this agreement shall be governed by the laws of the State of Florida.

WHEREFORE, the parties have executed this Agreement the day and year first above written.

TOWN OF DAVIE, a municipal corporation

By: _____
Judy Paul, Mayor

Richard J. Lemack

Attest: _____
Evelyn Roig, Town Clerk