

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-73

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH FRANCINE RAMAGLIA AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 21, 2022, the Town Council of the Town of Loxahatchee Groves ("Town") selected Interim Town Manager, Francine Ramaglia, for the position of Town Manager; and

WHEREAS, Ms. Ramaglia desires to accept the position of Town Manager under certain terms and conditions; and

WHEREAS, the Town and Ms. Ramaglia desire to enter into an Employment Agreement setting forth the terms of Ms. Ramaglia's employment as Town Manager; and

WHEREAS, pursuant to Section 4(3)(a) of the Town's Charter, the Town Manager shall be appointed by Resolution approving an employment contract.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Employment Agreement for Town Manager with Ms. Ramaglia, attached to this Resolution as Exhibit "A".

Section 3. This Resolution shall take effect immediately upon adoption.

Council Member Maniglia offered the foregoing resolution. Council Member Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Phillis Maniglia, COUNCIL MEMBER


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ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 4th DAY OF October, 2022.

TOWN OF LOXAHATCHEE GROVES
FLORIDA


Robert Shorr, Mayor

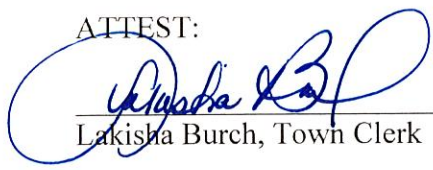

Laura Danowski, Vice Mayor


Margaret Herzog, Council Member


Marianne Miles, Council Member


Phillis Maniglia, Council Member

ATTEST:


Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:


Office of the Town Attorney

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND
FRANCINE L. RAMAGLIA FOR TOWN MANAGER**

THIS AGREEMENT is made and entered between FRANCINE RAMAGLIA ("EMPLOYEE" or "MANAGER") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Town Manager Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired by the TOWN on August 8, 2018 as the Assistant Town Manager;

WHEREAS, at the time of hire, EMPLOYEE received an Employment Letter (2018 Employment Letter) that set forth certain compensation and other monetary benefits, some of which have since been modified;

WHEREAS, on May 3, 2022, the Council approved EMPLOYEE to be appointed temporarily to the role of Interim Town Manager and the Parties entered into an Employment Agreement for Interim Town Manager on June 7, 2022;

WHEREAS, on June 21, 2022, the Council competitively selected EMPLOYEE to be appointed to the role of Town Manager and directed an Employment Agreement be prepared;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE

Pursuant to Article 4 - Administrative Section (3) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Manager who is the Chief Administrative Officer of the TOWN and as such shall direct and supervise the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time, exempt Town Manager and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the five-member Council and shall perform the functions and duties of the Town Manager as provided in the Policies and Procedures of Town, as provided by Florida Law, the Palm Beach County Code of Ethics, the Town's Charter and Code of Ordinances, the direction of the Council, and as mutually agreed to by the MANAGER and TOWN from time to time, as well as the functions and duties of the Chief Administrative Officer of the Loxahatchee Groves Water Control District.

The MANAGER shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Manager as determined by the Town Council. The Town Council shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the TOWN and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the TOWN in accordance with applicable laws, policies, practices and rules.

The MANAGER agrees to devote all time necessary to perform the duties of the position. It is recognized that the MANAGER must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end MANAGER shall be allowed to establish an appropriate work schedule.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the MANAGER's time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes and with specific written notice given to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

IV. TERM

- A. The Term of this Agreement for employment in the Town Manager position shall begin on October 5, 2022 and remain in effect through and including September 30, 2025, unless earlier terminated as provided in Section IX.

At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, MANAGER shall notify each member of the Town Council in writing of the MANAGER's intentions for future employment beyond the expiration of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of MANAGER or remove her from the position of Town Manager at any time, subject only to the provisions set forth in Section IX herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section IX herein below.

V. COMPENSATION

- A. Base Salary. TOWN agrees to pay MANAGER for services rendered as the Town Manager at the base annual salary of \$133,500.00 during the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the MANAGER, as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase. MANAGER shall be awarded any cost of living or any other across-the-board increases provided to other TOWN employees without specific approval of a majority of the Town Council in attendance at the meeting.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

- B. Benefits.

- 1. Paid Time Off: MANAGER shall accrue Paid Time Off (PTO) at a rate of 180 hours per year, which shall accrue bi-weekly. Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, MANAGER shall be permitted to carry over 360 hours from one fiscal year to the next ("Carry Over Amount"). All accrued and unused PTO shall be paid upon separation of employment, regardless of the reason for separation, including death as noted below.

MANAGER shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Manager shall notify all Town Councilmembers in writing of the absence.

In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, MANAGER shall be permitted to participate under the same terms and conditions with the exception that the Carry Over Amount referenced in such policies shall be superseded by the Carry Over Amount set forth herein.

2. Holidays: MANAGER shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Management Leave: Notwithstanding the designation of the MANAGER in the current version of the Management Leave Policy, MANAGER shall not be provided Management Leave. However, if the Town Council approves to continue and/or update the Management Leave Policy of the Human Resources Policy Manual to specifically include MANAGER, MANAGER shall be provided and use leave as set forth in the revised Human Resources Policy Manual.
4. Insurance: The MANAGER declines Health Insurance through the TOWN's existing program. However, the MANAGER, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short- and Long-term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion. The MANAGER reserves the ability to revisit inclusion in the Health Insurance Program should a qualifying event occur.
5. Retirement/Deferred Compensation: During the Term, MANAGER shall continue participation in the Florida Retirement System (FRS) at the Senior Management Service Class. EMPLOYEE represents that the TOWN and FRS have properly designated the Town Manager position as Senior Management Service Class.
6. Life Insurance: Effective January 1, 2023, the TOWN shall provide a term life insurance policy for the Town Manager in an amount equal to one times Base Salary, or any amount as provided for all or any other employees, whichever is greater. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Manager. This term life insurance coverage will only be effective during the Term of this Agreement.
7. Travel and Subsistence: The Town Manager will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to MANAGER's professional development.

MANAGER further agrees to ensure that the vehicle she uses for business purposes is properly insured for business use and provide documentation of same to the TOWN.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than MANAGER's Base Salary then in effect.

8. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the MANAGER for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the TOWN will 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, subject to budget constraints and Town Council approval.

9. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies) for MANAGER'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements, subject to budget constraints and Town Council approval, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, the state municipal association conferences and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.
10. Additional Benefits: Said further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the MANAGER. The TOWN may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so in accordance with applicable law. To the extent any Benefit is not specifically listed herein to which MANAGER is presently eligible under the Town's Human Resources Policy Manual, MANAGER shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.
11. Telecommunications/Technical Equipment: The TOWN will provide the MANAGER with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including cellular telephone, tablet, and/or personal computer(s).

VI. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If MANAGER separates from employment for any reason under Section IX, she shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(B)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay.
 1. Termination Without Cause. If MANAGER is terminated Without Cause prior to April 1, 2023 she shall be eligible to receive Severance Pay equal to 12 weeks of the gross Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). If MANAGER is terminated Without Cause on or after April 1, 2023 she shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by MANAGER in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.
 2. Termination With Cause. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
 3. Resignation by MANAGER. MANAGER shall not be eligible for or receive Severance Pay and TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.

4. Expiration of Term. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time, if any, within 15 days of the separation date.
5. Death. MANAGER, or her heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date

VII. PERFORMANCE EVALUATION

Because the Town Council may review MANAGER's Base Salary at any time, MANAGER is not subject to an individual formal performance evaluation. However, MANAGER shall organize, schedule and facilitate an Organizational Review on or before July 1 of each year during the Term to better evaluate overall effectiveness of the Town's operations prior to budgeting for the next fiscal year.

As a result of this process and through the budget, the TOWN and MANAGER will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the Town and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.

IX. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause.

1. MANAGER shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement without cause. At its sole discretion, during the notice period, TOWN may require the MANAGER to cease or limit the work performed on TOWN matters.
2. Following notice to MANAGER set forth in IX.A.1 above, TOWN may terminate MANAGER and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.
3. In the event the Town Council determines, in its sole discretion, MANAGER and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, MANAGER shall be eligible for Severance Pay as described in Section VI. Upon the MANAGER's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file without impacting the Severance Pay as described in Section VI(B)(1) for a Termination Without Cause.
4. The TOWN's termination of MANAGER Without Cause shall be final and non-appealable and operates as termination of this Agreement.

B. Termination by TOWN With Cause.

1. TOWN may terminate MANAGER and this Agreement With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council. Any written notice issued to MANAGER shall describe the actions claimed by the TOWN constituting such grounds and the

effective date of the termination. Any such notice shall be issued as soon as practicable after the vote of the Council of its intent to terminate With Cause.

2. "With Cause" is defined as termination based upon any of the following actions by the MANAGER:
 - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager duties and responsibilities;
 - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
 - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
 - d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other TOWN MANAGER to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
 - e. The commission of any fraudulent act against the interest of the TOWN;
 - f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
 - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the International City/County Management Association Code of Ethics;
 - h. failure to return from an approved leave of absence; or,
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

MANAGER shall not be subject to Termination With Cause for the actions or inactions over which the MANAGER had no knowledge, authority or control and which occurred prior to June 10, 2022.

5. In the event of Termination With Cause, MANAGER shall not be eligible for Severance Pay as described in Section VI.
6. The TOWN's termination of MANAGER and this Agreement With Cause shall be final and nonappealable.

C. Resignation by MANAGER.

1. MANAGER may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require MANAGER to cease or limit the work performed on TOWN matters, during which time MANAGER is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.
2. In the event of resignation, MANAGER shall not be eligible for Severance Pay as described in Section VI.

D. Expiration of Term.

1. At the expiration of the Term, MANAGER's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.
2. In the event of expiration of the term, MANAGER shall not be eligible for Severance Pay as described in Section VI.

E. Death.

1. This Agreement, the Term, and MANAGER's employment shall terminate automatically upon the MANAGER's death.
2. In the event of death, MANAGER shall not be eligible for Severance Pay as described in Section VI.

F. Post-Termination Name Clearing Meeting.

MANAGER may avail herself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name-Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the MANAGER to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

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

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written (including the "Employment Letter" dated August 8, 2018 in its entirety and the Interim Town Manager Employment Agreement), and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the MANAGER except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, 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.
- E. 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 the party.
- F. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to

bear its own attorneys' fees and costs, up through and including any appellate action. MANAGER expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
ATTN: Mayor
Town Attorney

TO: Francine L. Ramaglia
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 4th day of October, 2022.

TOWN OF LOXAHATCHEE GROVES

MANAGER

BY: 

ROBERT SHORR, MAYOR



FRANCINE L. RAMAGLIA

ATTEST:

Approved as to form and legal sufficiency:


Lakisha Q. Burch, Town Clerk


Office of the Town Attorney