

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL MEETING
AGENDA**

June 10, 2024
6:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Special Council Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Monday, June 10, 2024, at 6:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Link: <https://us06web.zoom.us/j/84687817070>

Meeting ID: 846 8781 7070

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099

For higher quality, dial a number based on your current location):

US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 846 8781 7070

Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER: At approximately 6:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

RESOLUTIONS:

1. **Consideration and Approval** of a resolution regarding a Separation Agreement for Town Manager Maria Lasday. Enclosed is a copy of the proposed Separation Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SEPARATION AGREEMENT BETWEEN MARIA LASDAY AND THE TOWN OF BAY HARBOR ISLANDS; AUTHORIZING THE MAYOR TO EXECUTE THE SEPARATION AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

2. **Consideration and Approval** of a resolution appointing an Interim Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING AN INTERIM TOWN MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ADJOURNMENT - Approximately 7:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

June 10, 2024

ITEM NUMBER: 1.

ITEM: Consideration and Approval of a resolution regarding a Separation Agreement for Town Manager Maria Lasday. Enclosed is a copy of the draft separation agreement.

DESCRIPTION:

The purpose of this Special Council Meeting is to consider a Separation Agreement for Town Manager Maria Lasday. Town Manager Lasday entered into an employment agreement since September 23, 2020 to provide Town Manager services to Bay Harbor Islands. The Town and Town Manager Lasday have now mutually determined it is in their mutual best interests to end the employment relationship by means of a Separation Agreement.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

A budget amendment of \$86,119.82 will be necessary as indicated below.

\$	31,512.67	
	1,583.70	
	175.30	
\$	33,271.67	1 month personnel cost Savings
\$	70,439.27	12 weeks Paid with current budget
	189,830.76	Total Pay out
	(70,439.27)	12 weeks paid with current budget
	(33,271.67)	
\$	86,119.82	Need a budget amendment
	8,611.98	10% General Fund
	55,977.89	65% Caseway Fund u
	5,167.19	6% Water Fund
	6,028.39	7% Sewer Fund
	4,305.99	5% Parking Fund
	6,028.39	7% Stormwater Fund
\$	86,119.82	Budget Amendment

BUDGET IMPACT:

Submitted By: Yvonne P. Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Maria Lasday, Town Manager Separation Agreement
2.	Maria Lasday Separation-final 6.7.24
3.	First Employment Agreement-Maria Lasday, Town Manager
4.	Town Manager Amended Employment Agreement - Maria Lasday
5.	Maria Lasday - Town Manager - Executed Promissory Note

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING A SEPARATION AGREEMENT
BETWEEN MARIA LASDAY AND THE TOWN OF BAY
HARBOR ISLANDS; AUTHORIZING THE MAYOR TO
EXECUTE THE SEPARATION AGREEMENT;
PROVIDING FOR INCORPORATION OF RECITALS;
AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Town and Maria Lasday entered into an initial employment agreement on September 17, 2020 and an amended agreement on November 21, 2021 which set forth terms and conditions of employment for Town Manager services; and

WHEREAS, the Town and Town Manager Lasday have now mutually determined that it is in their mutual best interests to end the employment relationship between the Town and Lasday, and to do so by means of a Separation Agreement; and

WHEREAS, the Town Council has determined it is in the best interest of both parties to authorize a Separation Agreement between the Town of Bay Harbor Islands and Maria Lasday; and

WHEREAS, the Town Council hereby finds that the approval of this Resolution is in the best interest of the Town of Bay Harbor Islands.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are confirmed, adopted, and incorporated herein and made part of this reference.

Section 2. The Town Council hereby approves the Separation Agreement with Maria Lasday, attached as “Exhibit A”, and authorizes the Mayor to execute the agreement.

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

PASSED and ADOPTED this 10th day of June 2024.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER,
ESQ.**

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Separation Agreement”) is entered into by and between MARIA LASDAY (“Lasday”) and the TOWN OF BAY HARBOR ISLANDS, FLORIDA, including but not limited to its current and former employees, agents, administrators, representatives, council members, successors and assigns (collectively, the “Town”).

WHEREAS, on September 23, 2020, Lasday was hired as the Town Manager, a charter officer for the Town of Bay Harbor Islands, and remains employed pursuant to the terms of the Employment Agreement; and

WHEREAS, on November 30, 2021, Lasday and the Town entered into a Town Manager Employment Agreement (“Employment Agreement”); and

WHEREAS, the Town and Lasday desire to enter into a Separation Agreement; and

NOW, THEREFORE, in consideration of their mutual promises and good and valuable consideration, Lasday and the Town, intending to be legally bound, agree to the following.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Separation.** The Town and Lasday agree that her last day of employment with the Town will be June 10, 2024 (“Separation Date”).

3. **Consideration.** In consideration for Lasday’s waiver and release of all claims against the Town, and fulfilling all other promises as set forth herein, the Town agrees to provide Lasday with the following after her separation date:

- a. The Town will provide Ms. Lasday with twelve (12) weeks of pay at her regular base salary, the gross amount of which is \$65,433.60, less all

applicable deductions and withholdings, as provided for in Section 12 in the Employment Agreement; and

- b. Lasday will be paid out for her accrued sick leave and vacation/personal leave as of June 15, 2024, totaling \$45,803.52, minus all applicable deductions and withholdings; and
- c. Town will continue Lasday's existing medical, dental and vision insurance coverage through June 30, 2024. Town will pay the full cost of continuation coverage with substantially similar terms, whether through COBRA or otherwise, to August 31, 2024.
- d. Lasday was provided with a housing allowance of \$100,000, provided as a Promissory Note, to reside within a specified distance of the Town during her employment. This Agreement constitutes a full forgiveness of any amounts which may be considered due and owing on said Promissory Note, which have not otherwise been considered forgiven in the course of employment. The Promissory Note is hereby cancelled in full, voided and of no further force or effect.
- e. The Town has encouraged Lasday to seek the advice of counsel in connection with this Separation Agreement, as provided in Paragraph 16 herein. Accordingly, Town will pay an attorney's fees allowance in the amount of \$2,000.00 for reasonable and customary attorney's fees incurred by her.

The payments set forth in paragraphs a, b and e above shall be made within thirty (30) days of the Effective Date of this Separation Agreement as set forth in Paragraph 10 herein. The parties agree

and acknowledge that the payments delineated herein are good, valuable, and sufficient consideration for Lasday's full waiver and release of all claims and her fulfilling all other promises set forth herein.

4. Full and General Waiver of All Rights and Claims. Lasday hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which she has or may have against the Town from the beginning of the world until the Effective Date of this Separation Agreement as set forth in Paragraph 10 of this Separation Agreement, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Employment Retirement Income Security Act of 1974;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993;
- Any public policy, contract or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress; negligent retention; supervision or training; defamation; assault; battery; false imprisonment; wrongful termination; loss of consortium; etc.) whether based on common law or otherwise;

- Any state law or common law claim for wrongful or constructive discharge, fraud, misrepresentation, breach of contract, breach of implied contract or implied covenant, or any similar action; and
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

Further, Lasday acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, and any appeal of her separation with the Town incurred in connection with her employment with the Town, her separation from that employment, or with any of the above-referenced claims. Lasday understands and agrees that with respect to the claims she is waiving in this Separation Agreement, she is waiving not only the right to recover money or other relief in any action she might institute, but also that she is waiving any right to recover money or any other relief whatsoever in any action that might be brought by her or on her behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

Lasday understands that the foregoing list of causes of action which have been waived is meant to be illustrative rather than exhaustive and understands and acknowledges that she is waiving and releasing the Town from any and all causes of action of any nature whatsoever. It is Lasday's intention to fully, finally, and forever resolve and release any and all disputes she may have or believe herself to have against the Town with respect to any alleged acts occurring before the Effective Date of this Separation Agreement as set forth in Paragraph 10 of this Separation Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

5. **No Pending Lawsuits Claims or Charges and Covenant Not to Sue.** Lasday represents that she has no charges or claims pending against the Town with any federal, state, or

local agency or department. Lasday also represents that she does not currently have pending before any court any dispute of any kind against the Town. Lasday further represents and agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the Town, including any appeal of her separation before the Town, and represents that she has not hereinafter assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by her herein. If it is determined that Lasday has any lawsuit, charge or claim of any kind pending against the Town, Lasday agrees to dismiss all such, charges, claims, and/or lawsuits with prejudice, immediately upon the Effective Date of this Separation Agreement as set forth in Paragraph 10 of this Separation Agreement.

6. **Employment.** Lasday agrees she is not entitled to reinstatement of employment with the Town.

7. **Unemployment.** The Town agrees that this Agreement does not bar, and that Town will not oppose, any claim made by Lasday for unemployment benefits pursuant to Chapter 443, Florida Statutes.

8. **Time to Consider Signing Agreement.** Lasday acknowledges that she has been given a reasonable period of time of not less twenty-one (21) days within which to decide whether to sign this Separation Agreement. Lasday understands and agrees that any changes or amendments to this Separation Agreement, whether material or not, will not re-start the twenty-one (21) day period. Lasday understands and agrees that she can use all or any part of the twenty-one (21) day period to decide whether to sign this Separation Agreement. Lasday further acknowledges that she has, in fact, taken a reasonable period of time to consider this Separation Agreement.

9. Seven (7) Day Period to Revoke. Lasday understands that she can revoke this Separation Agreement within seven (7) calendar days after she signs it. (The seven-day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday or legal holiday, the seventh day will be the next business day.) Any revocation within this period must be in writing and must be received by ACTING TOWN MANAGER, 1030 95th Street, Bay Harbor Islands, FL 33154 by 5:00 p.m. on the seventh (7) day following her execution of the Separation Agreement. Lasday understands and agrees that, in the event that she revokes this Separation Agreement, this Separation Agreement will become null and void, and the Town will owe nothing pursuant to this Separation Agreement.

10. Effective Date. This Separation Agreement will become effective upon the execution of this Separation Agreement by Lasday and the expiration of the seven (7) day revocation period. After the seven-day revocation period has expired, and if Lasday has not revoked this Separation Agreement, the Town will execute this Separation Agreement. In the event the Agreement is executed by both parties but Lasday elects to revoke within the 7-day period, June 10 would constitute the date of involuntary separation.

11. Non-Admission of Wrongdoing. The parties agree that neither this Separation Agreement nor the furnishing of any consideration under this Separation Agreement shall be construed as an admission by any party of any wrongdoing, liability or unlawful conduct. In fact, (a) the Town denies that it has done anything wrong or is liable in any way to Lasday, and (b) Lasday denies that she has done anything wrong or is liable in any way to the Town. The parties mutually agree that they will not engage in any conduct or make any written or oral statements or remarks that are disparaging, deleterious, or damaging to the integrity or personal or professional

reputation of the other except, as required by law, to provide truthful testimony in legal proceedings, or to communicate truthfully with any government agency or professional Board.

12. **Public Record.** Lasday understands and agrees that under the Public Records Law, the Town is required to, and shall upon request by any third party, disclose the terms of this Separation Agreement, and the Town shall comply with all federal, state, and local laws requiring disclosure of public records.

13. **Disputes.** In the event of a dispute as to the interpretation or application of, or an alleged breach of this Separation Agreement, the parties agree that such dispute shall be heard by a judge, and not a jury, in the Eleventh Judicial Circuit of Miami-Dade County, Florida. The parties further agree that this Separation Agreement shall be governed by the laws of the State of Florida. The prevailing party in any dispute under this provision shall be entitled to their reasonable attorneys' fees and costs.

14. **Severability.** If any provision of this Separation Agreement, other than the provisions of Paragraph 4, is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to become enforceable, such provision shall immediately become null and void, leaving the remainder of this Separation Agreement in full force and effect.

15. **Entire Agreement.** This Separation Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, except as otherwise specified in this Separation Agreement. Lasday acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Separation Agreement except for those set forth in this Separation Agreement.

16. **Consultation with Legal Counsel.** Lasday acknowledges that she has been encouraged by the Town to consult with an attorney of her choice and has consulted with an attorney regarding the terms of this Separation Agreement before signing this Separation Agreement.

17. **Amendment.** This Separation Agreement may not be amended except by written agreement signed by all parties.

18. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Separation Agreement.

19. **Acknowledgement.** Lasday acknowledges that she has carefully read and understands this Separation Agreement consisting of nine t (9) pages and agrees that the Town has not made any representations other than those contained herein. Lasday also acknowledges that she enters into this Separation Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Separation Agreement constitutes a full and absolute settlement and bar as to any and all claims she had, has, or may have against the Town.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS SEPARATION AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO THIS SEPARATION AGREEMENT. THE TERMS OF THIS SEPARATION AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE TOWN AND LASSDAY. HAVING ELECTED TO EXECUTE THIS SEPARATION AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE BENEFITS SET FORTH ABOVE, LASDAY FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SEPARATION AGREEMENT INTENDING TO

RELEASE, WAIVE, AND SETTLE ALL CLAIMS SHE HAS OR MIGHT NOW HAVE AGAINST THE TOWN FROM THE BEGINNING OF TIME UNTIL THE EFFECTIVE DATE OF THIS SEPARATION AGREEMENT.

IN WITNESS WHEREOF, Lasday and the Town have executed this Separation Agreement as of the date set forth below.

Maria Lasday

Town of Bay Harbor Islands, Florida

By:_____

Date:_____

Date:_____

**TOWN OF BAY HARBOR ISLANDS
TOWN MANAGER EMPLOYMENT
AGREEMENT**

THIS TOWN MANAGER EMPLOYMENT AGREEMENT ("Agreement"), executed on this 17th day of September, 2020, is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation ("Town"), and MARIA LASDAY ("Lasday" or "Town Manager").

WITNESSETH:

WHEREAS, Article III, Section 3.01 of the Town's Charter requires that there shall be a Town Manager who shall be the Chief Administrative Officer of the Town; and

WHEREAS, the Town desires to employ Lasday to serve as Town Manager of the Town, as provided for in Article III of the Town Charter and as set forth in this Agreement; and

WHEREAS, the Town desires to provide for certain benefits and compensation for the Town Manager and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Lasday desires to accept employment as the Town Manager of the Town under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town hereby hires and appoints Lasday as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town's Code of Ordinances ("Code") and to perform such other legally permissible and proper duties and functions as the Town Council shall, from time to time, assign to the Town Manager.

B. The Town's employment of Lasday as the Town Manager shall commence on or before October 5, 2020 ("Commencement Date").

C. This Agreement shall remain in effect from the Commencement Date until terminated by the Town or the Town Manager, as provided for in this Agreement ("Term").

Section 2. Duties and Obligations.

A. The Town Manager shall fulfill and perform all duties, responsibilities, and obligations set forth in the Town Charter and Code as the Chief Administrative Officer of the Town to the best of her abilities, in a professional fashion, with full decorum, as historically

required of the Town Manager of the Town, and pursuant to the Code of Ethics of the International City Management Association, and applicable local, county, state and federal ethics codes, and all requirements of the Town's Employee Policies & Procedures Manual ("Employee Manual"), as may be amended from time to time.

B. The position of Town Manager is an exempt position pursuant to the federal Fair Labor Standards Act. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder, spread over a five (5) day work week (Monday through Friday). The Town Manager shall attend all meetings of the Town, and make herself accessible to the Town Council, Town employees, and Town agents during weekends, if reasonably necessary. The Town Manager shall attend all Town sponsored events held on weekends, unless the Town Manager is on vacation. The Town Manager shall be on call 24 hours a day to respond to emergencies within the Town and shall inform the Town Council of such emergencies as soon as reasonably practical.

C. In the event the Town Manager is unable to perform her duties for more than fourteen (14) consecutive days, the Town Council shall designate an Acting Town Manager in accordance with the Town Charter and Code.

Section 3. Salary and Evaluation.

A. The Town shall initially pay the Town Manager an annual base salary of one hundred ninety-five thousand dollars (\$195,000.00) payable in equal installments at the same time that all other Town employees are paid. Six (6) months from the Commencement Date, the Town Manager's base salary shall be increased to two hundred thousand dollars (\$200,000.00).

B. The Town will provide the Town Manager with the same cost of living adjustments that it provides to the Town's other employees.

C. The Town agrees to increase said base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Council may determine desirable on the basis of an annual performance evaluation of the Town Manager. Such evaluation shall be in such form as the Town Council deems appropriate and the first evaluation shall be conducted on the one (1) year anniversary of this Agreement, and, thereafter on each annual anniversary of this Agreement.

D. The Town's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with any material provision of this Agreement.

Section 4. Automobile Allowance, Communications, and Computer Equipment.

A. The Town shall grant to the Town Manager an automobile allowance of five hundred dollars (\$500.00) per month, and the Town Manager shall insure said vehicle naming the Town as an additional insured. The Town also agrees to reimburse the Town Manager for mileage for travel outside of Miami-Dade County associated with business of the Town pursuant to the Employee Manual.

B. The Town shall provide the Town Manager with a Town cell phone to use for Town business purposes as set forth in the Employee Manual.

C. The Town shall provide the Town Manager with a laptop computer to use for Town business purposes as set forth in the Employee Manual.

Section 5. Dues and Subscriptions.

The Town agrees to pay the Town Manager's reasonable and customary professional dues and subscriptions that are necessary for full participation in national, regional, state, and local associations and organizations for the Town Manager's growth and advancement for the Town, including the International City/County Management Association, and the Florida City and County Management Association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Council.

Section 6. Professional Development.

Subject to the Town's prior approval, which shall not be unreasonably withheld, the Town agrees to pay reasonable and customary travel and per diem expenses for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference, the Miami-Dade League of Cities' annual conference, and the Florida League of Cities' annual conference. The Town Council may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate.

Section 7. Community Involvement.

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

Section 8. Vacation and Sick Leave.

Town Manager shall receive four (4) weeks of paid vacation per year as of the Commencement Date. The Town Manager's vacation time shall be governed by the Employee Manual.¹ The Town Manager shall receive sick time as set forth in the Employee Manual.

Section 9. Paid Holidays.

¹ Due to the Commencement Date occurring in the fourth quarter of 2020 and notwithstanding the Employee Manual, no unused vacation in 2020 shall roll over to 2021. On January 1, 2021, Manager shall receive a new allotment of four (4) weeks of vacation.

The Town Manager is entitled to the same paid holidays that the other Town employees receive, as set forth in the Employee Manual.

Section 10. Health, Dental, Life, Vision, and Disability Insurance.

The Town Manager shall be eligible to participate in the Health, Dental, Life, Vision and Disability Insurance that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

Section 11. Pension/Retirement/457 Plan.

The Town Manager shall be eligible to participate in the Pension, Retirement, 457 plan(s) that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such plans and policies required by the Town's sponsors and plan administrators.

Section 12. Termination by the Town and Severance Pay.

A. The Town Manager shall serve at the pleasure of the Town Council. The Town Council may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without cause, pursuant to Section 3.01 of the Town Charter (as may be amended from time to time).

B. Should the Town Council terminate the services of the Town Manager "without cause," within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager any sum required by the Employee Manual. The Town Manager shall also be paid a lump sum severance pay equal to twelve (12) weeks of her base salary ("Severance Pay") in exchange for the Town Manager's execution of a general release of all claims that the Town Manager may have against the Town, its Council Members, agents, attorneys, insurers, and employees for all matters related to, arising out of, or concerning this Agreement and the Town Manager's employment from the beginning of time until the date of the general release ("General Release"). The General Release shall be prepared by the Town Attorney.

C. Should the Town Council terminate the services of the Town Manager "with cause," within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager any sum required by the Employee Manual. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Manager's execution of the General Release. For purposes of this Agreement, termination "with cause" is defined as any of the following:

1. Misconduct as defined by Florida Statutes §443.036(29) (as may be amended).
2. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
3. Conviction or a plea of guilty or no contest to a misdemeanor or felony, whether or not adjudication is withheld.
4. Neglect of any duty or obligation, including the inability or unwillingness to properly discharge the responsibilities of the Town Manager.
5. Violation of the Employee Manual, which would subject any other Town employee to termination.
6. The commission of any fraudulent act against the interest of the Town.
7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
8. A violation of the International City/County Management Association Code of Ethics, and any applicable local, county, state and federal ethics codes.

Section 13. Resignation/Termination by the Town Manager.

The Town Manager may resign and terminate this Agreement at any time by delivering to the Town Council a written notice of resignation not later than sixty (60) days prior to the effective date of the termination. If the Town Manager terminates this Agreement, the Town Manager shall only be entitled to such sums as required by the Employee Manual. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Manager's execution of the General Release. The Town shall have no further financial obligation to Town Manager pursuant to this Agreement. The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control within ten (10) days of her termination.

Section 14. Disability.

If the Town Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any leave authorized by the Employee Manual, the Town shall have the option to terminate this Agreement, and the Town Manager shall receive the Severance Payment in exchange for the General Release (if Town Manager or Town Manager's guardian or attorney in fact or law is lawfully capable of executing the General Release).

Section 15. Indemnification.

The Town shall indemnify the Town Manager as set forth in Section 2.2 of the Code (as may be amended from time to time). The Town, however, shall not be required to indemnify the Town Manager and shall not be liable for the acts or omissions of the Town Manager committed while acting outside the scope of her duties as required by this Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human life or property ("Unauthorized Acts"). The Town Manager shall indemnify and hold the Town harmless from and against all claims and damages including legal fees and expenses that the Town may incur or otherwise pay, for or on her behalf, or in connection with the Unauthorized Acts.

Section 16. Bonding.

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 17. Attorney's Fees.

If any litigation is commenced between the parties concerning, relating to, or arising out of this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs incurred in connection therewith, including appellate fees and expenses. The prevailing party shall also be entitled to receive all reasonable attorneys' fees and costs incurred to litigate the amount of reasonable attorneys' fees that shall be awarded pursuant to this section.

Section 18. General Provisions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be 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 Town Manager.

D. This Agreement contains the entire Agreement of the parties and supersedes any prior conversation, negotiation, or understanding applicable to the matters set forth herein. This Agreement may only be revised or amended in writing signed by both parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Miami-Dade County, Florida.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court 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.

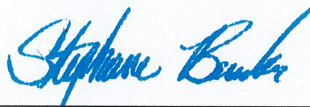
G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Signed copies shall be valid for all purposes in lieu of originals.

H. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it

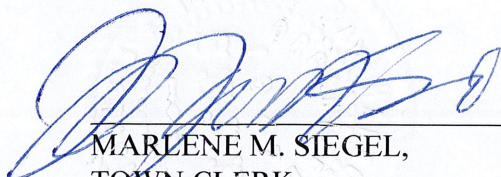
I. This Agreement shall not be effective until it is: a) signed by all parties; and b) approved by the Town Council.

Executed by the TOWN this 23 day of September, 2020.

TOWN OF BAY HARBOR ISLANDS

By: 
STEPHANIE BRUDER,
MAYOR

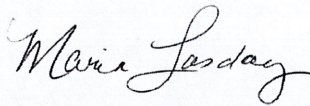
ATTEST:


MARLENE M. SIEGEL,
TOWN CLERK

Executed by the TOWN MANAGER this 17th day of September, 2020.

Witnesses:

Alan Lasday
Signature
Alan Lasday
Print Name

By: 
MARIA LASDAY,
TOWN MANAGER

**TOWN OF BAY HARBOR ISLANDS
TOWN MANAGER AMENDED
EMPLOYMENT AGREEMENT**

THIS TOWN MANAGER AMENDED EMPLOYMENT AGREEMENT ("Amended Agreement"), executed on this 30th day of November, 2021, is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation ("Town"), and MARIA LASDAY ("Lasday" or "Town Manager").

WITNESSETH:

WHEREAS, Article III, Section 3.01 of the Town's Charter requires that there shall be a Town Manager who shall be the Chief Administrative Officer of the Town; and

WHEREAS, the Town and Lasday entered into a Town of Bay Harbor Islands Town Manager Employment Agreement dated September 17, 2020 (the "Agreement), and

WHEREAS, the Town desires to amend Section 1 and of the Agreement, entitled "Employment," and

WHEREAS, the Town desires to amend Section 3 and of the Agreement, entitled "Salary and Evaluation," and

WHEREAS, the Town desires to amend Section 8 of the Agreement, entitled "Vacation and Sick Leave," and

WHEREAS, the Town desires to further amend the Agreement by adding a new Section 19, entitled "Housing Allowance," and

WHEREAS, Lasday desires to accept the amended terms of the Agreement, as hereinafter set forth; and

WHEREAS, the Town desires to continue to employ Lasday to serve as Town Manager of the Town, as provided for in Article III of the Town Charter and as set forth in this Amended Agreement; and

WHEREAS, the Town desires to continue to provide for certain benefits and compensation for the Town Manager and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Lasday desires to continue to accept employment as the Town Manager of the Town under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this amended Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town hereby hires and appoints Maria Lasday as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town's Code of Ordinances ("Code") and to perform such other legally permissible and proper duties and functions as the Town Council shall, from time to time, assign to the Town Manager.

B. The Town's employment of Lasday as the Town Manager began on September 23, 2020 ("Commencement Date").

C. This Amended Agreement shall remain in until terminated by the Town or the Town Manager, as provided for in this Amended Agreement ("Term")."

Section 2. Duties and Obligations.

A. The Town Manager shall fulfill and perform all duties, responsibilities, and obligations set forth in the Town Charter and Code as the Chief Administrative Officer of the Town to the best of her abilities, in a professional fashion, with full decorum, as historically required of the Town Manager of the Town, and pursuant to the Code of Ethics of the International City Management Association, and applicable local, county, state and federal ethics codes, and all requirements of the Town's Employee Policies & Procedures Manual ("Employee Manual"), as may be amended from time to time.

B. The position of Town Manager is an exempt position pursuant to the federal Fair Labor Standards Act. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder, spread over a five (5) day work week (Monday through Friday). The Town Manager shall attend all meetings of the Town, and make herself accessible to the Town Council, Town employees, and Town agents during weekends, if reasonably necessary. The Town Manager shall attend all Town sponsored events held on weekends, unless the Town Manager is on vacation. The Town Manager shall be on call 24 hours a day to respond to emergencies within the Town and shall inform the Town Council of such emergencies as soon as reasonably practical.

C. In the event the Town Manager is unable to perform her duties for more than fourteen (14) consecutive days, the Town Council shall designate an Acting Town Manager in accordance with the Town Charter and Code.

Section 3. Salary and Evaluation.

A. The Town shall pay the Town Manager an annual base salary of two hundred fifty thousand dollars (\$250,000.00) payable in equal installments at the same time that all other Town employees are paid, effective October ~~1st~~, 2021.

B. The Town will provide the Town Manager with the same cost of living adjustments that it provides to the Town's other employees.

C. The Town agrees to increase said base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Council may determine desirable on the basis of an annual performance evaluation of the Town Manager. Such evaluation shall be in such form as the Town Council deems appropriate shall be conducted on each annual anniversary of the Amended Agreement.

D. The Town's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with any material provision of this Agreement."

Section 4. Automobile Allowance, Communications, and Computer Equipment.

A. The Town shall grant to the Town Manager an automobile allowance of five hundred dollars (\$500.00) per month, and the Town Manager shall insure said vehicle naming the Town as an additional insured. The Town also agrees to reimburse the Town Manager for mileage for travel outside of Miami-Dade County associated with business of the Town pursuant to the Employee Manual.

B. The Town shall provide the Town Manager with a Town cell phone to use for Town business purposes as set forth in the Employee Manual.

C. The Town shall provide the Town Manager with a laptop computer to use for Town business purposes as set forth in the Employee Manual.

Section 5. Dues and Subscriptions.

The Town agrees to pay the Town Manager's reasonable and customary professional dues and subscriptions that are necessary for full participation in national, regional, state, and local associations and organizations for the Town Manager's growth and advancement for the Town, including the International City/County Management Association, and the Florida City and County Management Association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Council.

Section 6. Professional Development.

Subject to the Town's prior approval, which shall not be unreasonably withheld, the Town agrees to pay reasonable and customary travel and per diem expenses for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference, the Miami-Dade League of Cities' annual conference, and the Florida League of Cities' annual conference. The Town Council may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate.

Section 7. Community Involvement.

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

Section 8. Vacation and Sick Leave.

Town Manager shall receive five (5) weeks of paid vacation per year. The Town Manager's vacation time shall be governed by the Employee Manual. The Town Manager shall receive sick time as set forth in the Employee Manual."

Section 9. Paid Holidays.

The Town Manager is entitled to the same paid holidays that the other Town employees receive, as set forth in the Employee Manual.

Section 10. Health, Dental, Life, Vision, and Disability Insurance.

The Town Manager shall be eligible to participate in the Health, Dental, Life, Vision and Disability Insurance that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

Section 11. Pension/Retirement/457 Plan.

The Town Manager shall be eligible to participate in the Pension, Retirement, 457 plan(s) that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such plans and policies required by the Town's sponsors and plan administrators.

Section 12. Termination by the Town and Severance Pay.

A. The Town Manager shall serve at the pleasure of the Town Council. The Town Council may terminate this Amended Agreement and the Town Manager's employment with the Town at any time, with or without cause, pursuant to Section 3.01 of the Town Charter (as may be amended from time to time).

B. Should the Town Council terminate the services of the Town Manager "without cause," within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager any sum required by the Employee Manual. The Town Manager shall also be paid a lump sum severance pay equal to twelve (12) weeks of her base salary ("Severance Pay") in exchange for the Town Manager's

execution of a general release of all claims that the Town Manager may have against the Town, its Council Members, agents, attorneys, insurers, and employees for all matters related to, arising out of, or concerning this Amended Agreement and the Town Manager's employment from the beginning of time until the date of the general release ("General Release"). The General Release shall be prepared by the Town Attorney.

C. Should the Town Council terminate the services of the Town Manager "with cause," within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager any sum required by the Employee Manual. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Manager's execution of the General Release. For purposes of this Amended Agreement, termination "with cause" is defined as any of the following:

1. Misconduct as defined by Florida Statutes §443.036(29) (as may be amended).
2. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
3. Conviction or a plea of guilty or no contest to a misdemeanor or felony, whether or not adjudication is withheld.
4. Neglect of any duty or obligation, including the inability or unwillingness to properly discharge the responsibilities of the Town Manager.
5. Violation of the Employee Manual, which would subject any other Town employee to termination.
6. The commission of any fraudulent act against the interest of the Town.
7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
8. A violation of the International City/County Management Association Code of Ethics, and any applicable local, county, state, and federal ethics codes.

Section 13. Resignation/Termination by the Town Manager.

The Town Manager may resign and terminate this Amended Agreement at any time by delivering to the Town Council a written notice of resignation not later than sixty (60) days prior to the effective date of the termination. If the Town Manager terminates this Amended Agreement, the Town Manager shall only be entitled to such sums as required by the Employee Manual. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town

Manager's execution of the General Release. The Town shall have no further financial obligation to Town Manager pursuant to this Amended Agreement. The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control within ten (10) days of her termination.

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Section 15. Indemnification.

The Town shall indemnify the Town Manager as set forth in Section 2.2 of the Code (as may be amended from time to time). The Town, however, shall not be required to indemnify the Town Manager and shall not be liable for the acts or omissions of the Town Manager committed while acting outside the scope of her duties as required by this Amended Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human life or property ("Unauthorized Acts"). The Town Manager shall indemnify and hold the Town harmless from and against all claims and damages including legal fees and expenses that the Town may incur or otherwise pay, for or on her behalf, or in connection with the Unauthorized Acts.

Section 16. Bonding.

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance, or law.

Section 17. Attorney's Fees.

If any litigation is commenced between the parties concerning, relating to, or arising out of this Amended Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs incurred in connection therewith, including appellate fees and expenses. The prevailing party shall also be entitled to receive all reasonable attorneys' fees and costs incurred to litigate the amount of reasonable attorneys' fees that shall be awarded pursuant to this section.

Section 18. General Provisions.

A. If any provision, or any portion thereof, contained in this Amended Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Amended 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 Amended Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

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

D. This Amended Agreement contains the entire agreement of the parties and supersedes any prior conversation, negotiation, or understanding applicable to the matters set forth herein. This Amended Agreement may only be revised or amended in writing signed by both parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Amended Agreement, shall be filed, and litigated in Miami-Dade County, Florida.

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

G. This Amended Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Signed copies shall be valid for all purposes in lieu of originals.

H. No term, condition or covenant of this Amended Agreement shall be binding on either party until both parties have signed it

I. This Amended Agreement shall not be effective until it is: a) signed by all parties; and b) approved by the Town Council.

Section 19. Housing Allowance.

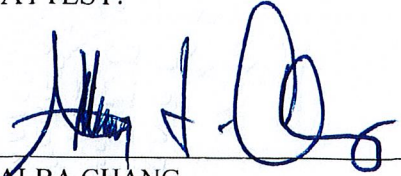
The Town shall provide Lasday a housing allowance of \$100,000 provided as a loan, which will be forgiven at the rate of \$20,000 per year of employment with the Town of Bay Harbor Islands. Payment of the housing allowance is subject to the Town Manager having a permanent residence within 10 miles of the Town of Bay Harbor Islands.

Executed by the TOWN this 30th day of November, 2021.

TOWN OF BAY HARBOR ISLANDS

By: 
JOSHUA FULLER,
MAYOR

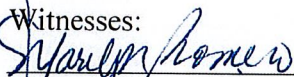
ATTEST:



ALBA CHANG,
TOWN CLERK

Executed by the TOWN MANAGER this 30th day of November, 2021.

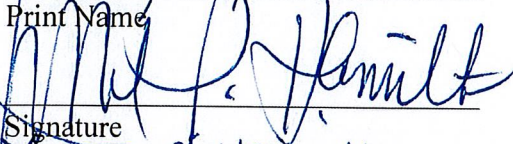
Witnesses:



Signature

Marilyn Romero

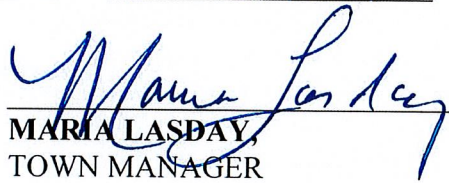
Print Name



Signature

Vonne P. Hamilton

Print Name

By: 

MARIA LASDAY,
TOWN MANAGER

PROMISSORY NOTE

\$100,000.00

Date: February 15, 2022

FOR VALUE RECEIVED, the undersigned, Maria Lasday ("Maker"), promises to pay to the Town of Bay Harbor Islands ("Town"), the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), which shall bear no interest, and is interest free. Principal sum shall be due and payable by Maker to Town on the 2nd day of October, 2026, with principal balance subject to reduction and forgiveness upon the following terms and conditions contained in this Promissory Note ("Note").

The term "principal balance" for purposes of this Note shall mean an amount which, at any given time, is equal to the amount set forth above less all principal reduction and forgiveness amounts theretofore deducted pursuant to this Note.

All sums due hereunder shall be subject to principal reduction and forgiveness as follows:

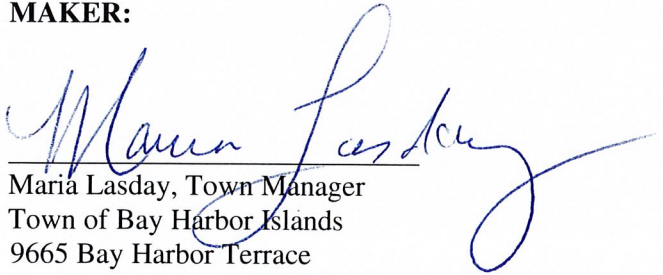
Principal balance is subject to reduction and forgiveness equal to TWENTY THOUSAND (\$20,000.00) from principal balance each year for a period of five (5) years provided that Maker remains an employee of the Town of Bay Harbor Islands. The first payment reduction shall be on the 1st day of October, 2022, and subsequent reductions each year thereafter for five (5) consecutive years with the last payment reduction and forgiveness made on the 1st day of October, 2026.

In the event Maker leaves the employment of the Town while there is still a balance due and owing under this Note, the balance remaining due and owing shall be payable to the Town sixty (60) days after the date of final separation from employment.

In the unfortunate event of the untimely death of the Maker while there is still a balance due and owing, the remaining balance shall be paid from Maker's estate, or otherwise by the heirs of Maker, upon whom it shall be binding.

Town shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Town, and then only to the extent specifically set forth in the writing.

MAKER:



Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

AGENDA ITEM REPORT

June 10, 2024

ITEM NUMBER: 2.

ITEM: Consideration and Approval of a resolution appointing an Interim Town Manager.

DESCRIPTION:

Pursuant to Section 3.01 of the Town Charter, there shall be a Town Manager who shall be the chief administrative officer of the Town. The Manager shall be responsible to the Council for the administrative affairs of the Town. If the Separation Agreement for Town Manager Lasday is approved, the Council will appoint an Interim Town Manager.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

A budget amendment will be needed for the salary for an Interim Town Manager.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Interim Town Manager-June 10 2024
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPOINTING AN INTERIM TOWN MANAGER;
PROVIDING FOR INCORPORATION OF RECITALS;
AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Town Council has an immediate need for Interim Town Manager services due to Town Manager Lasday's separation from the Town; and

WHEREAS, the Town Council desires to appoint _____ as Interim Town Manager subject to certain conditions and terms; and

WHEREAS, it is in the best interest of the Town that the Council appoint _____ as Interim Town Manager.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are confirmed, adopted, and incorporated herein and made part of this reference.

Section 2. _____ is hereby appointed as Interim Town Manager for the Town of Bay Harbor Islands until such time as the Council makes a further decision on the position. The appointment as Interim Town Manager shall be on such terms and conditions as are agreed to between the Town Council and the Interim Town Manager.

Section 3. Should a current employee be appointed as the Interim Town Manager, he/she will return to and assume his/her previous position, if not selected as the permanent Town Manager.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 10th day of June 2024.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.**