

September 9, 2021

Special Town Council Meeting - Town Hall
500 Greynolds Circle, Lantana, FL 33462

6:00 p.m.



LANTANA TOWN COUNCIL

ROBERT HAGERTY, MAYOR _____

MALCOLM BALFOUR, VICE MAYOR _____

KAREN LYTHGOE, VICE MAYOR PRO TEM _____

LYNN J. MOORHOUSE, COUNCILMEMBER _____

MARK ZEITLER, COUNCILMEMBER _____

LANTANA STAFF

NICOLE A. DRITZ, INTERIM TOWN MANAGER _____

R. MAX LOHMAN, TOWN ATTORNEY _____

KATHLEEN DOMINGUEZ, TOWN CLERK _____

IMPORTANT NOTICE REGARDING COVID-19 AND PUBLIC ACCESS:

Please be advised that seating in the Council Chambers is limited.

***NOTE: THIS MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY.
PLEASE SEE THE BOTTOM OF THE PAGE FOR MORE DETAILS.**

- 1. ROLL CALL & PLEDGE OF ALLEGIANCE.**
- 2. CONSIDERATION OF APPROVAL OF A CONTRACT BETWEEN THE TOWN OF LANTANA AND BRIAN K. RADUCCI FOR THE TOWN MANAGER POSITION.**
- 3. STATEMENTS FROM THE PUBLIC.**
- 4. ADJOURNMENT**

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PROCEDURES FOR PUBLIC PARTICIPATION:

Any citizen is entitled to be heard on an official agenda item during the public comment period or any matter not on the agenda under the section entitled "Statements from the Public". Citizens who wish to address the Council must fully complete a blue public comment card and present it to the Town Clerk prior to the item being discussed and wait for the Mayor to announce when it is your turn to speak.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) working days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, 561-540-5000.

**TOWN OF LANTANA
Agenda Item Summary**

**AGENDA ITEM: Consideration of an agreement with Brian Raducci for
the Town Manager position.**

ISSUE:

On August 19, 2021, the Town Council voted unanimously to offer Brian Raducci the Town Manager position and to authorize Mayor Hagerty, Town Attorney Max Lohman and Mr. Baenziger to enter into a contract agreement negotiation with Mr. Raducci.

Portions of the proposed agreement for Council's consideration are outlined in the attached summary as well as estimated costs.

Questions from Councilmembers regarding the agreement should be directed to the Town Attorney.

ATTACHMENT:

1. Summary of Agreement
2. Estimated Costs Summary
3. Agreement for the Town Manager position

SAMPLE MOTION:

I move to (approve)(deny) the agreement with Brian Raducci for the Town Manager position.

Town Attorney Approval:	Agenda Date: 9/9/2021	Town Council Action:

Summary of Agreement

Item		
Term		begins October 11, 2021 for 5 years
Termination	May include:	by mutual agreement upon employee's death with or without good cause employee resignation with 90-day notice
Severance/ Termination Benefits	<p>No severance for termination that includes</p> <p>Severance may be warranted for a termination that includes</p>	<p>death (3B), termination for cause (3C), or employee resignation with 90-day written notice (3E); however, payout of vacation and sick accruals up to:</p> <ul style="list-style-type: none"> ➤ Vacation up to 300 hours ➤ Sick up to 300 hours @ 60% <p>separation without cause (3D), resignation due to salary reduction greater than across-the-board employee reductions (3F#1), Town refuses to comply with agreement (3F#2), or resignation when the majority of Council suggests/requests his resignation (3F#3); employee is entitled to:</p> <ul style="list-style-type: none"> ➤ 20 weeks' severance pay ➤ up to 12 months of Town-paid health and dental insurance or until employee secures a full-time position ➤ Payout of accrued vacation leave up to 1,040 hours ➤ Payout of accrued sick leave up to 400 hours
Compensation	\$175,000 + annual C.O.L.A.	Annually in equal installments biweekly.
Benefits	Deferred Compensation	Town pays Employee's equal to the maximum annual amount permitted by the State Employee is 100% vested when biweekly deposits are made to the plan.
	Retirement (401a)	Town contributes 15% of Employee's annual salary and is 100% vested immediately.
	Life Insurance	Town reimburses Employee's Life Insurance Premium up to \$1,500 per year.
	Disability Insurance	Short-term disability, long-term disability & AD&D Insurance
	Health & Dental	Town pays Employee and Dependents coverage
	Accrued Time	Employee will immediately have a bank of 960 hours of vacation leave and 320 hours of sick leave. Employee will immediately begin to accrue vacation and sick leave at the maximum accrual rates under Town Policies (20 vacation days/160 hours per year; 12 sick days/96 hours per year).
	Other	Employee is entitled to all benefits outlined in the Town's Personnel Policies for Department Directors
Equipment	Car, cell phone and laptop	Town will cover the cost of a lease or purchase a new full-size sport utility vehicle for employee's exclusive and unrestricted use, insurance coverage, operation, maintenance, repair, fueling and regular replacement of the vehicle. Town shall provide employee a laptop and scanner for Employee's use in his home. The Town shall provide a cell phone stipend of \$100 per month to cover the cost of voice and data monthly service charges.

Town of Lantana
Estimated Costs
 for Town Manager Raducci's Agreement

Salary and Benefit	Annual
Compensation	\$ 175,000
FICA	\$ 13,388
Pension 457b	\$ 19,500
Pension 401a	\$ 26,250
Health Insurance	\$ 27,984
Dental Insurance	\$ 1,388
Short Term Disability	\$ 4,320
Long Term Disability	\$ 720
AD&D	\$ 84
Life Insurance	\$ 1,500
Vehicle Lease*	\$ 12,000
Laptop and Scanner	\$ 4,000
Cell Phone	\$ 1,200
First Year Anticipated Costs	<hr/> \$ 287,334

<u>Other Costs (not necessarily cumulative)</u>	
20 weeks' severance	\$ 67,308
1,040 vacation hours	\$ 87,499
400 sick hours	\$ 33,654
300 vacation hours if for cause, death or notice given	\$ 25,240
300 sick hours up to 60% if for cause, death or notice given	\$ 15,144

Note:

Deferred compensation maximum may increase 1/1/2022. If employee is 50 or older, amount increases to \$26,000.

Does not include sell back of any sick or vacation time.

Does not include workers' compensation insurance.

Does not include separation costs, such as insurance, payout of sick and vacation leave, etc.

*Agreement allows for the option to purchase a vehicle.

This cost does not include fuel or insurance coverage.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September 2021, by and between the TOWN OF LANTANA, FLORIDA, a municipal corporation, hereinafter called "Employer" or "Town," and BRIAN K. RADUCCI, hereinafter called "Employee" or "Brian K. Raducci."

WITNESSETH:

WHEREAS Employer desires to employ the services of Employee, as Town Manager of the Town of Lantana, in accordance with applicable provisions of the Lantana Town Charter and Town Code, as amended, and

WHEREAS Employee desires to be employed as Town Manager of the Town of Lantana pursuant to the terms of this agreement and as provided by the Lantana Town Charter and Lantana Municipal Code, and

WHEREAS this Agreement constitutes the entire employment agreement between the Employer and Employee, and

WHEREAS it is the desire of the Lantana Town Council, hereinafter called "Council," to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee, and

WHEREAS the parties acknowledge that Employee is appointed and shall serve at the pleasure of the Council and that nothing herein is intended to modify Employee's at-will status, and

WHEREAS Employee desires to accept employment as Town Manager of said Town of Lantana, Florida, under the terms provided herein, and

WHEREAS it is the desire that the Employee, as Town Manager, shall be responsible to the Council for the administration of all units of government under its jurisdiction and the Council shall comply with Town Charter provisions of Article IV. Administration, Sections 1 – 5.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DUTIES.

Employer hereby agrees to employ Employee as Town Manager of said Employer, to perform the functions and duties specified by law, the Lantana Town Charter, and Lantana Municipal Code ("Code"), and to perform other legally permissible and proper duties and functions as Employer shall assign, from time to time.

2. TERM.

Employee agrees to remain in the exclusive employ of Employer as the chief administrative officer of the Town beginning October 11, 2021 for a term of five (5) years pursuant to Article IV, Section 2 (a) of the Town Charter, and neither to accept other employment nor to become employed by any other employer until termination as hereinafter provided.

3. TERMINATION.

Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the Town Council to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement and those contained in the Town Charter of the Town of Lantana. Accordingly, this Agreement shall terminate:

- A. At any time by mutual agreement of the Employee and the Town;
- B. Upon the Employee's death;
- C. At any time by the Town's unilateral termination of the Employee's employment, with stated good cause, including, but not limited to, material breach of this Agreement by the Employee, or the conviction of the Employee for a felony or a misdemeanor, or any specific act or failure to act on the part of the Employee which constitutes a willful violation of the Charter;
- D. At any time by the Town's unilateral termination of the Employee's employment without stated good cause as permitted by and in compliance with Article IV, Section 2(a) and (b) of the Town Charter; or
- E. By unilateral action of the Employee resigning, provided that the Employee shall give the Town ninety (90) days' written notice in advance of the resignation termination date, unless the Town Council agrees to accept a shorter notice of termination.
- F. The following occurrences are mutually acknowledged and deemed to constructively constitute "termination without cause" pursuant to subsection 3.D. and shall entitle Employee to severance or termination benefits as set forth herein below:
 - (1) The Town Manager's resignation following a reduction in salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees;
 - (2) Refusal of the Town, following a written notice from the Town Manager, to comply with any other provision of this Agreement benefiting Employee; or

- (3) The Town Manager's resignation following a suggestion, whether formal or informal, by a majority of the Town Council that he resign.

Upon the occurrence of any of the events set forth in subsections F(1), F(2), or F(3) above, Employee, at his option, may be deemed to be "terminated without cause" on the date of such occurrence.

4. SEVERANCE OR TERMINATION BENEFITS.

A. There shall be no severance payment to the Employee in the event the Agreement is terminated pursuant to subsection 3.B., 3.C., or 3.E. above. If the Agreement is terminated pursuant to subsection 3.A., any such benefit shall be agreed upon by the Town and the Employee.

B. If this Agreement is terminated by the Town Council, then the Town shall pay to the Employee his base salary through the date of termination, plus reimbursement for as-yet unreimbursed expenses pursuant to this Agreement, and such benefits as are then earned, accrued, and payable, and such other benefits as may be required by state law, regulation, Town Charter, ordinance, or Town policy.

C. If the Town Council shall terminate the Employee pursuant to the provisions of subsection 3.D. or effectively terminate the Employee pursuant to the provisions of subsection 3.F., Employee will be provided with twenty (20) weeks' severance pay at his then-current rate of pay and payment of Employee's and his eligible dependents' COBRA insurance premiums for twelve (12) months, provided that, in the event Employee secures and/or begins full-time employment in a position with equivalent or greater pay and benefits prior to or within that twelve (12) month period, the Employer's obligation to pay COBRA insurance premiums shall cease.

D. The Town shall not be obligated to make any payment under subsection C. unless, within ten (10) days from the date of termination, the Employee shall execute and deliver to the Town a general release of the Town and its Council Members, and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of the release, said release form to be prepared by and satisfactory to the Town Attorney. The Town shall make all payments required under subsection C. within ten (10) days of receiving said general release.

E. In the event the Employee shall resign in accordance with subsection 3.E. only, then in that event, the Town Council shall have the option to cause an earlier termination of the Employee, without cause, and in that event, severance shall be limited to payment to the Employee of such benefits as would have been earned until the date of termination proposed under the Employee's notice of resignation.

5. COMPENSATION AND BENEFITS.

A. Salary. Effective October 11, 2021, Employer agrees to pay Employee an annual base salary of \$175,000.00, payable in equal installments at the same intervals as the Employer's other administrative personnel are paid. Employee will be entitled to receive an annual cost of living increase in salary at the same percentage increase as paid to other general non-union Town employees.

B. Deferred Compensation. Employer agrees to pay Employee's annual deferred compensation in biweekly installment amounts equal to the maximum annual amount permitted pursuant to Section 457 of the Internal Revenue Code at the time of execution of this Agreement. Said deferred compensation shall be paid to the Florida League of Cities Section 457 retirement fund. Employer agrees that all contributions made on the Employee's behalf are immediately 100 percent vested when made to the plan. Under all circumstances Employee shall be responsible for paying any and all federal or state taxes related to withdrawal transactions associated with this section.

C. Retirement and Other Benefits. Employer agrees to pay both the Employer and Employee's contribution into an account created for Employee under the Town's defined contribution supplemental benefit plan created pursuant to Internal Revenue Code Section 401(a) in a total amount of fifteen percent (15%) of Employee's salary. Employer agrees that all contributions made on the Employee's behalf are immediately 100 percent vested when made to the plan. Under all circumstances Employee shall be responsible for paying any and all federal or state taxes related to withdrawal transactions associated with this section. Employer shall provide health insurance and dental insurance on the Town's plan for Employee and Employee's eligible dependents at no cost to the Employee. Employee shall also be entitled to such other benefits as set forth in the Town Personnel Policies for Department Directors. In addition, the Employer agrees to contribute up to \$1,500 annually in order for the Employee to obtain additional Life Insurance coverage separate and apart from that offered from the Employer.

D. Use of Vehicle. Due to the unique characteristics and responsibilities of the Employee's duties, the Employer shall lease or purchase a new full-size sport utility vehicle (comparable to a Ford Explorer, Chevrolet Tahoe, and the like) for the Employee. The Employee shall have the exclusive and unrestricted use of the automobile at all times during his employment with the Employer. The Employer shall be responsible for the cost of the lease (if applicable), and all costs associated with the related insurance coverage, operation, maintenance, repair, fueling and the regular replacement of the vehicle. A new replacement vehicle will be provided no less frequently than every twenty-four (24) to thirty (30) months.

E. Leave. Participation in the personal leave, acute illness, and short-term disability leave programs for Town general employees. Upon execution of this Agreement, the Employee shall immediately have a bank of nine hundred sixty (960) hours of personal/vacation leave and three hundred twenty (320) hours of acute illness/sick leave and shall earn additional hours in accordance with the Town Personnel

Policies applicable to Department Directors. Employee may carry a balance of up to one thousand forty (1040) hours of personal/vacation leave and up to four hundred (400) hours of acute illness/sick leave from one calendar year to the next. Any accrued personal or sick leave, which exceeds 1040 and/or 400 hours respectively shall be forfeited by Employee if not taken prior to the end of each calendar year. In recognition of the Employee's cumulative local government public service of over 20 years, Employee will also immediately begin to accrue vacation leave and sick leave at the maximum accrual rates under Town Personnel Policies for Department Directors. Upon permanent separation from employment pursuant to subsections 3.D. or 3.F. hereinabove, Employee shall be paid for all accrued vacation/personal leave and acute illness/sick leave up to one thousand forty (1040) hours of personal/vacation leave and up to four hundred (400) hours of acute illness/sick leave. However, if Employee is terminated pursuant to subsections 3.B., 3.C., or 3.E., Employee shall only be paid for vacation/personal and acute/sick leave up to the limits established for all other non-union general employees in accordance with Town Personnel Policies for Department Directors. Additionally, if Employee unilaterally resigns, but fails to provide the required notice pursuant to subsection 3.E., Employee shall only be paid for the amount of vacation/personal and acute/sick leave equivalent to the number of days of notice provided based upon an eight (8) hour workday.

6. PERFORMANCE EVALUATION.

A. By September 30, 2022 and annually thereafter, the Council shall conduct an annual performance review of Employee. Such review may be performed one on one with each individual Councilmember. Employee's annual review, if conducted as stated above, need not be held at a public meeting, unless a majority of the Council or the Mayor place it on a Council Agenda. Council may consider an increase in base salary, a one-time bonus and/or benefit increase in consideration of the compensation policy for other general non-union employees, subject to the provisions of Section 3.F.(1) of this Agreement and the results of the evaluation as hereinafter described. If a merit increase as set forth in this subparagraph A is to be contemplated, then such deliberation must occur at a regular Town Council meeting.

B. Employee's review and evaluation shall be in accordance with specific criteria developed jointly by Employee and the Council. Said criteria may be added to or deleted from as the Council may, from time to time, determine in consultation with Employee. Further, the Council shall provide Employee with a written summary statement of the findings of the Council, and Employee will be provided with an adequate opportunity to discuss said evaluation with the Council.

C. Commencing with the Employee's performance review in September 2022, Employee and the Council will define such goals and performance objectives, as determined necessary for the proper operation of the Town of Lantana and in furtherance of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be in writing as directed by the

Mayor. The objectives shall generally be attainable within the time limitations as specified in the operating and capital budgets and appropriations provided.

7. BUSINESS EXPENSES AND EQUIPMENT. The Town shall provide Town-owned equipment reasonably necessary to enable Employee to perform his duties as Town Manager, including a laptop and scanner for Employee's use in his home. In addition, the Town shall provide the Employee a cell phone stipend in the amount of \$100 each month to cover the cost of the associated voice and data monthly service charges. At termination of employment, any Town-owned equipment mentioned above will be returned to the Town and any equipment owned by Employee shall remain the sole and exclusive property of Employee, subject to the requirements of chapter 119, Fla. Stat.

8. ICMA CODE OF ETHICS/OUTSIDE ACTIVITIES. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties and responsibilities to Employer. Employee will adhere to the International City/County Management Association (ICMA) Code of Ethics.

9. DUES AND SUBSCRIPTIONS. Employer agrees to budget for and to pay professional dues, subscriptions and all professional licenses of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer. This shall include, but not be limited to the International City/County Management Association (ICMA), Florida City and County Management Association (FCCMA), Government Finance Officers Association (GFOA), Florida Government Finance Officers Association (FGFOA), American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA).

10. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget for and to pay travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including such national, regional, state, local governmental groups, and professional boards and committees thereof which Employee serves as a member, provided such expenses are consistent with the Employer's policy and procedures for payment of employee expenses or any successor policies. This shall include but not be limited to the International City/County Management Association (ICMA) Annual Conference and no more than two (2), additional job-related conferences of Employee's choosing, such as those of the Florida City and County Management Association (FCCMA), Government Finance Officers Association (GFOA), Florida Government Finance Officers Association (FGFOA), or Alliance for Innovation's Transforming Local Government (TLG) conferences.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer, provided such expenses are consistent with the Employer's policy and procedures for payment of employee expenses or any successor policies.

11. INDEMNIFICATION. Employer shall defend, save harmless, and indemnify Employee as set forth in the Charter and Town Code and subject to the monetary limits set forth at Section 768.28, Fla. Stat.

12. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, the Lantana Town Charter, or Lantana Municipal Code.

13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

14. NO REDUCTION OF BENEFITS. Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree that any such reduction is made "across-the-board" for all exempt, non-union general employees of the Employer.

15. NOTICES. All notices contemplated or required pursuant to this Agreement shall be provided by either hand delivery or by overnight courier (FedEx, UPS, etc..) with signature confirmation upon delivery to the following addresses:

EMPLOYER: Town of Lantana
Attn: Mayor and Town Council
500 Greynolds Circle
Lantana, FL 33462
(email address)

COPY TO: Town of Lantana
Attn: R. Max Lohman, Town Attorney
500 S. Australian Ave., Ste. 531
West Palm Beach, FL 33401
(561) 203-8208
max@lohmanlawgroup.com

EMPLOYEE: Brian K. Raducci, Town Manager
The last address provided by Employee to the Town in connection with payroll and/or benefits

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of receipt of such written notice in the course of transmission recognized overnight courier with signature confirmation of receipt upon delivery.

16. GENERAL PROVISIONS.

A. This Agreement contains the entire agreement between the Town and the Employee. All prior agreements and understandings, whether written or oral, pertaining to the Town's employment of the Employee are fully abrogated and of no further force and effect from and after the date of this Agreement.

B. No modification of or amendment to this Agreement shall be valid unless reduced to writing and signed by both parties.

C. This Agreement is binding upon the Town Manager's heirs and personal representatives and on the Town regardless of any changes in the persons holding office as members of the Town Council.

D. This agreement shall become effective commencing September 9, 2021.

E. 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.

F. No collective-bargaining agreement to which the Town is a party shall in whole or in part, govern, apply to, or be deemed a part of or incorporated into this Agreement.

G. Any civil action arising out of this Agreement or the nonperformance or breach of any covenant contained in it shall be brought only in Palm Beach County, Florida.

H. The Town's waiver of any breach of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

I. Regardless of which party or whose attorney prepared the original draft and subsequent revisions of this Agreement, this Agreement shall not be deemed to be the product of, and therefore, construed against either the Town or the Employee.

J. The omission from this Agreement of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties.

K. This Agreement may be executed in duplicate or in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

17. OPPORTUNITY TO CONFER WITH INDEPENDENT COUNSEL. In signing below, Employee expressly represents and affirms that the Town Attorney was not acting as Employee's counsel in drafting this agreement and that Employee consulted with independent counsel in reviewing and deciding to execute this agreement.


(The remainder of this is intentionally left blank.)

IN WITNESS WHEREOF, the Town of Lantana, Palm Beach County, Florida, has caused this agreement to be signed and executed on its behalf by its Mayor and Council, and fully attested by its Town Clerk, and the Employee has signed and executed this agreement in duplicate, the day and year first written above.

TOWN OF LANTANA

EMPLOYEE

Robert Hagerty, Mayor



Brian K. Raducci, Town Manager

Attest:

Kathleen Dominguez, Town Clerk

Approved as to form:

R. Max Lohman, Town Attorney