

RESOLUTION 01-2024

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MAKAYLA AUSTIN AS THE TOWN TREASURER; PROVIDING FOR ADDITIONAL DUTIES; PROVIDING FOR A TERM; PROVIDING FOR REMUNERATION AND BENEFITS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has determined the benefit of hiring Makayla Austin as the Treasurer of the Town for a two-year period beginning on January 8th, 2024; and

WHEREAS, Malabar Town Council has advised publishing the vacated position of Town Treasurer as of November 8, 2023. The position vacancy was posted for applications by qualified candidates, reviewed, interviewed, and selected Makayla Austin on December 15, 2023, to fulfill the vacancy; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Makayla Austin as the Town Treasurer to begin on January 8th, 2024, for two-years as described in Exhibit "A".

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the contract for these services to be executed.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

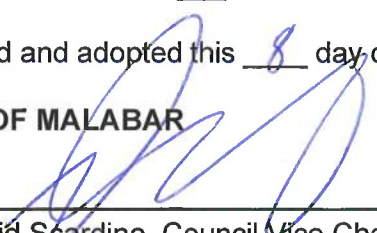
Section 4. This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member Vail. This motion was seconded by Council Member Hofmeister and, upon being put to vote, the vote was as follows:

| | |
|---------------------------------|----------------|
| Council Member Marisa Acquaviva | <u>Excused</u> |
| Council Member Brian Vail | <u>Aye</u> |
| Council Member Jim Clevenger | <u>Aye</u> |
| Council Member Dave Scardino | <u>Aye</u> |
| Council Member Mary Hoffmeister | <u>Aye</u> |

This Resolution was then declared to be duly passed and adopted this 8 day of January 2024.

TOWN OF MALABAR

By: 
David Scardino, Council Vice Chair

ATTEST:

Richard W. Kohler
Richard W. Kohler,
Town Clerk

(seal)



Approved as to form and content:

Karl W. Bohne, Jr.
Karl W. Bohne, Jr., Town Attorney

EMPLOYMENT AGREEMENT FOR TOWN TREASURER

THIS AGREEMENT made and entered into on the 17 day of Jan, 2024, by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, Brevard County (hereafter the "Employer"), and Makayla Austin (hereafter the "Employee").

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Town Treasurer for an period of two (2) years beginning Jan 17, 2024; and,

WHEREAS, it is the desire of the Town Council to provide certain salary and benefits, to establish certain expectations of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Town Treasurer of the Town of Malabar.

ARTICLE I - Term of Employment

1.01 The Town employs Employee, and Employee has accepted employment with Town upon the conditions set forth herein for a two-year term beginning Jan 17, 2024. As an Employee with the title of Town Treasurer, the employee shall accrue benefits under Article IV.

ARTICLE II - Employee's Duties

2.01 The Employee is hereby employed as the Town Treasurer of the Town of Malabar, Florida. The office of the Town Treasurer shall be headed by a Town Treasurer appointed by the Council. The Town Treasurer shall be under the administrative direction and control of the Town Council. The Town Treasurer is responsible for all activities related to the Town Council and all accounting and financial Management Functions. The town treasurer shall have such other duties as prescribed by town council by resolution, and all other duties at the request and under the direction of the Town Council or any member of the Town Council or the Mayor at the direction of the Town Council.

- Attach an Exhibit B: Town Treasurer Job Description, if desire
- List Any Specific Directives for achieve in contract if any

2.02 Employee agrees to perform these duties to the best of their ability, and to perform those duties in a manner consistent with the best interests of the Town and in a professional and ethical manner.

2.04 The Employee shall devote substantially all of their productive time, ability, and attention to the business of the Town, both during normal business hours and outside normal business hours as the business of the Town may require, such as attending Council, Board and Committee meetings. To that end, it is agreed, that as compensation for time spent

on Town business during non-business hours, the Employee shall be entitled to take compensatory time off as they shall deem appropriate during normal business hours within same pay period. This compensatory time off shall have no cash value as outlined in the Employee Manual. The employee shall not be involved in non-employee connected business for remuneration without approval of the Town Council.

ARTICLE III - Compensation

- 3.01 The Town agrees to pay Employee for their services rendered an annual base salary of \$60,320 payable in installments at the same time as other employees of the Town are paid. The Employee shall be required to maintain timekeeping activities for regular hours worked and use of vacation, sick, floating holiday, and compensatory time utilization for submission each pay period.
- 3.02 The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee.
- 3.03 Increases to Section 3.01 shall include a 3.5% increase each year to account for inflation and cost of living increases. Any additional increases are at the discretion and authority of Town Council. Town Council may consider additional increases in accordance to approved merit or cost of living increase methods in accordance to general employees specifically not covered by a collective bargaining agreement.

ARTICLE IV - Employee Benefits

- 4.01 Employee shall be entitled to participate in any Employee benefit plan established by the Town. This includes Health, Dental, Vision insurance for family coverage paid 100% by the Town; a Life insurance policy equal to one time (1X) the annual wages; and Short-term and Long-term Leave provided to all full-time employees at Town's expense.
- 4.02 The Town agrees to pay the required contribution for Regular Class of the Employer portion for inclusion in the Florida Retirement System. The employee shall be required to pay the employee portion just as other Town employees.
- 4.03 Employee shall annually accrue sick leave on the basis and rate established in the Employment Manual to the corresponding years of service and maximum accrual cap. Employee may participate in any refunding program for sick leave offered to other employees.
- 4.04 Employee shall annually accrue vacation leave on the basis and rate established in the Employment Manual to the corresponding years of service and maximum accrual cap.
- 4.05 The Employee shall notice and obtain Town Council approval for all leaves of absence by the Employee. Extended leaves of absence of 5 consecutive days may require position duties to be delegate to a subordinate position to perform essential duties with additional compensation pursuant to the Employee Manual. Failure to notice a leave of absence and obtain authorization will terminate this agreement immediately as an act of wantful and willful derelict of duties and job abandonment.
- 4.06 The Town hereby agrees to budget for and to pay the travel and subsistence expenses for travel outside Brevard County of Employee for official travel, meetings, conferences and seminars to adequately pursue the necessary official and other functions for the Town, based on the miles recorded for Town business on a an Employer provided mileage log pursuant to the Town's Travel Policy for mileage, tolls, and per diem rates or as defined in Florida Statutes 112.012, whichever is more recent and updated. Historical travel and

training includes but not limited to the Annual Conferences of the Florida League of Cities, GFOA, FCCMA and such other national, regional, state and local government organization groups and committees thereof which Employee serves as a member.

- The Town also agrees to budget and to pay for the registration fees of Employee for short courses, institutes and seminars that are necessary for their professional development and for the good and the betterment of the Town.
 - The Town shall pay 100% of the Employee's annual professional organizational dues.
- 4.07 The Town shall defend, save harmless and indemnify Employee *pursuant to F.S. 111.07 and 111.071*. The Town shall be required to provide independent legal representation at the Town's expense to the Employee for any matter for which this indemnity shall apply. Legal representation, provided by the Town for Employee, shall extend until a final determination of the legal action including any appellate proceedings. Employee recognizes that the Town shall have the right to compromise and settle any claim or suit. Such payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

ARTICLE V - Termination, Severance Pay, and Suspension

- 5.01 In the event employment of Employee is terminated at the pleasure of the Town or for any reason other than those set forth in paragraph 5.02 of this article, the Employee shall receive a lump sum cash payment equal to two (2) months aggregate salary computed as of the time of termination. Employee shall also receive full reimbursement for unused vacation and accrued sick leave up to the caps provided in the Employee Manual.
- 5.02 In the event Employee is terminated for cause then the Town shall have no obligation to pay aggregate future salary but shall pay accumulated vacation above up to the caps provided in the Employee Manual. For purposes herein the Term "for cause" shall mean the grounds for removal from office in *F.S. 112.51*, misconduct as defined in *F.S. 443.036 (29)* and for misfeasance or malfeasance, or the conviction of any crime involving dishonesty, or the conviction of any crime designated as a felony under the laws of the jurisdiction imposing the penalty, breach of this Agreement, violation of the Town Charter, code of ordinances, resolutions and rules or employment policies of the town. For purposes of this section the term "conviction" shall mean a plea of no contest, a plea or adjudication of guilt or withholding guilt, or any plea involving entry into or participation in any diversion program. The Town Council may terminate the Employee without full pay and benefits at any time during the term of this Agreement based upon the grounds in this section, but only if after a public hearing a majority of the Council (3 members) votes to terminate Employee, "for cause", provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.
- 5.03 In the event Employee voluntarily resigns their position with the Town, then Employee shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree. Employee will be entitled to full pay for all accumulated vacation and accrued sick leave at their then-current salary up to the caps as set forth in the Employee Manual. The employee shall be entitled to compensation for work performed before the effective date of their resignation.
- 5.04 Suspension: The Town Council may suspend the Employee without full pay and benefits at any time during the term of this Agreement, but only if after a public hearing a majority of the Council (3 members) votes to suspend Employee, "for cause", as defined

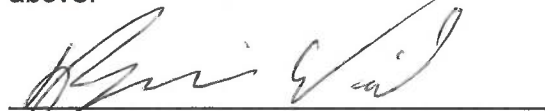
in section 5.02 above, provided; however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing.

- 5.05 Disability: If Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, The Town shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 5.01. Nothing herein is intended to override the provisions of the Family Medical Leave Act.

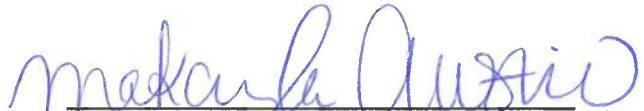
ARTICLE VI - General Provisions

- 6.01 The text herein shall constitute the entire Agreement between the parties along with a copy of the current Employee Manual. This Agreement shall be binding upon and inure to the benefit of the Employee heirs at law and executors of Employee.
- 6.02 This Agreement shall become effective on the date of its approval by the Town Council.
- 6.03 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first written above.



 Witness



 Makayla Austin, Town Treasurer



 Witness

THE TOWN OF MALABAR
 By: 

 David Scardino, Council Vice Chair

ATTEST:


 Richard W. Kohler, Town Clerk

Exhibit "B" of Reso 01-2024 Contract for Town Treasurer

A Charter Officer of the Town, appointed by and responsible to the Town Council. Receives policy direction from the Town Council. As member of the Town's Senior Management, is responsible for all activities related to the Town Council and all Accounting and Financial Management Functions. A final employment contract shall be executed by Town Council.

ESSENTIAL DUTIES & RESPONSIBILITIES:

The following duties are normal for this position. They are not to be construed as exclusive or all-inclusive. Further description of details follows this section.

Develop, plan, and implement departmental goals and objectives.

Establish and administer policies and procedures for financial operations.

Responsible for all accounting and financial management functions of the Town, including investments and banking.

Responsible for payroll.

Assists in preparation of the Annual Financial Budget with the Town Manager.

Reviews monthly and quarterly financial assessments of Annual Budget.

Prepares for and assists with the independent audit on an annual basis.

Oversees all grant functions, applications, reporting and close-outs.

Responsible for all Accounts Receivable funds and accounting and oversees Accounts Payable.

General:

Must be able to operate independently of supervision and organize work product to comply with all Local, State and Federal requirements.

Must be able to prioritize complex task(s) to meet schedule deadlines for reporting.

Possess the aptitude to maintain transparent and accurate financial operations.

Finances:

Responsible for managing and understanding all facets of Town finances including general ledger, accounts payable, revenues (tax and other), accounts receivable, payroll, building permits, local, state, and federal grants, code enforcement fines, liens, loans, bonds, millage (TRIM), budgets for all departments, and non-ad valorem assessments.

Responsible for maintaining proper timetable for TRIM (Truth in Millage), must file all documents in a timely manner and follow appropriate advertising requirements. Responsible for proper execution of procedure in relation to non-ad valorem assessment(s).

Responsible for the collection and security of Town monies and receipts. Verifies, reviews, and counter-signs accounts payable checks. Custodian of petty cash.

Responsible for transmitting all financial information to accountant monthly and reviewing the general ledger that is prepared.

Plans and organizes investments and cash management programs.

Preparation of Department budget and forecasting financial needs to cover liabilities.

Prepares pre-audit documentation and assists auditors with annual financial audit.

Prepares monthly, quarterly, and yearly reports for various Local, State and Federal agencies, files all report(s) in a timely manner.

Supervises and verifies payroll. countersigns check(s), distributes payroll, and meets payroll tax deposit requirements. Prepares payroll reports including quarterly state and federal payroll reports.

Responsible for monthly reporting and submitting FRS retirement payments in a timely manner.

Supervises and verifies grant disbursements and grant reimbursement requests.

Keeps abreast of changing laws that directly, or indirectly, affect the Town.

Interacts with various groups and individuals, including employees, Town Manager, Town Attorney, Town Clerk, members of the Town Council and other Board members, as well as Local, State, and Federal officials.

Designee for disaster preparedness, response, and recovery.

Technology:

Must be proficient in technology and skilled using Office 365 Suite and web-based government software solutions.

Requires advance knowledge in accounting software packages, preferably Intuit QuickBooks Online.

Be capable of performing general office and equipment maintenance.

Additional:

Must be able to communicate effectively in English with constituents and Town Council verbally, written memorandums, and/or oral presentations.

Must be able to lift boxes up to 30 lbs.

Possess a valid Florida Driver's License and personal vehicle for reimbursable business travel as needed by the Town.

Availability to attend public meetings, workshops, or other governmental agency meetings as directed by Town Council; frequently occur after-hours.

Additional duties as assigned by Town Council.

Education & Experience:

A qualified candidate will possess a minimum of three (3) years of experience in a financial position, preferably in a government setting and possess a bachelor's degree in finance or similar area of study; or the equivalent of an associate degree in finance, and a Certified Public Finance Officer, and minimum of five (5) years of experience in a financial position, preferably in a government setting.