

**AGREEMENT FOR PERSONAL SERVICES
OF THE EXECUTIVE DIRECTOR
OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

This AGREEMENT made and entered into as of the 9th day of June 2011 by and between the Governing Board (hereinafter referred to as the "BOARD") of the South Florida Water Management District (hereinafter referred to as the "DISTRICT"), an agency of the State of Florida, and Melissa L. Meeker (hereinafter referred to as the "EXECUTIVE DIRECTOR").

WITNESSETH THAT:

WHEREAS, pursuant to Section 373.079(4)(a), Florida Statutes, the BOARD is authorized to employ an EXECUTIVE DIRECTOR under such terms and conditions as it may determine, to terminate such employment, and to delegate all or part of its authority as provided in Florida Statutes to the EXECUTIVE DIRECTOR. Further, the appointment of an EXECUTIVE DIRECTOR is subject to approval by the Governor and must be initially confirmed by the Florida Senate; and

WHEREAS, Section 373.083(1), Florida Statutes, authorizes the BOARD to enter into contracts with public agencies, private corporations or other persons, as well as to appoint and remove agents and employees; and

WHEREAS, the BOARD and the EXECUTIVE DIRECTOR desire to formalize the employment relationship by entering into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the benefits flowing from each to the other, the parties agree as follows:

SECTION 1: DUTIES

The EXECUTIVE DIRECTOR shall perform such duties as are described in the DISTRICT'S job description for its EXECUTIVE DIRECTOR (Job I.D. No. MG 505), as may be amended from time to time. The DISTRICT'S job description is attached and incorporated into this AGREEMENT as Appendix "A". The EXECUTIVE DIRECTOR shall be responsible for the day-to-day administration and management of the DISTRICT and its employees. She shall carry out this responsibility in accordance with adopted policies, procedures, directives and resolutions of the BOARD, as well as all applicable laws of the State of Florida. The EXECUTIVE DIRECTOR shall represent the DISTRICT before federal, state and local governmental agencies as often as is appropriate and necessary. The EXECUTIVE DIRECTOR shall perform such other duties, as the BOARD shall from time to time direct her. The EXECUTIVE DIRECTOR shall devote as much time as may be necessary to each duty in order to fully and professionally perform the responsibilities of the EXECUTIVE DIRECTOR, or any other duties that may lawfully be assigned to her by the BOARD in the reasonable exercise of its discretion, without claim for any additional salary or compensatory time beyond the compensation provided for under this AGREEMENT.

SECTION 2: TERM OF THE AGREEMENT

A. This AGREEMENT shall be effective June 1, 2011 and is terminable at will by either party subject to the provisions of SECTION 6 below.

B. The EXECUTIVE DIRECTOR shall remain in the exclusive employment of the DISTRICT for the duration of this AGREEMENT, until this AGREEMENT is terminated pursuant to SECTION 6 below. Aside from the activities authorized under SECTION 3 below, the EXECUTIVE DIRECTOR will not accept employment from any other employer during the term of this AGREEMENT.

C. The EXECUTIVE DIRECTOR shall serve at the will and pleasure of the BOARD, and is ultimately accountable to the BOARD for her performance under this AGREEMENT.

D. For purposes of this AGREEMENT, the "Termination Date" is the last day of employment of the EXECUTIVE DIRECTOR under this AGREEMENT. The "Date of Notice" is the day in which either party receives notice of the other party's intent to terminate this AGREEMENT in accordance with the provisions of this AGREEMENT.

E. This AGREEMENT shall be a continuing contract and shall continue in full force and effect, unless terminated by either party.

SECTION 3: HOURS OF WORK AND OUTSIDE ACTIVITIES

A. Hours of Work

It is recognized that the EXECUTIVE DIRECTOR must devote a great deal of time beyond normal office hours to the official business of the DISTRICT, and to that end the EXECUTIVE DIRECTOR is free to apportion her time at her discretion, so long as her schedule does not interfere with her ability to fully and professionally perform the responsibilities of her job, or any other duties that may lawfully be assigned to her by the BOARD in the reasonable exercise of its discretion.

B. Outside Activities

For the purpose of this subsection, outside activities shall include but not necessarily be limited to, writing, teaching, lecturing, consulting, or serving on the governing or advisory board of any legally chartered corporation, or similar body, as well as governmental commissions, task forces and committees.

B.1. The BOARD recognizes that participation by the EXECUTIVE DIRECTOR in outside activities promotes improved public relations and communications between the DISTRICT, private entities and the public at large.

B.2. The BOARD also recognizes that a very important official function of the EXECUTIVE DIRECTOR is the interaction and contact with public officials and other leaders in areas of common concern. Such interaction is included among the duties listed in the job description in Appendix "A", and is not considered as an outside activity governed by this SECTION.

B.3. The EXECUTIVE DIRECTOR shall not engage in any outside activities: (1) that creates a conflict of interest, as defined under Chapter 112, Florida Statutes, or under DISTRICT Policy, (2) that constitute unlawful discrimination on the basis of race, religion, sex, national origin, marital status or physical impairment, (3) that brings discredit to the DISTRICT; or (4) that interferes with the full and faithful performance of the EXECUTIVE DIRECTOR'S official duties

B.4. Notwithstanding the preceding, the EXECUTIVE DIRECTOR shall comply with all laws governing compensation or remuneration from political action committees, lobbyists, or other persons or organizations, and shall accept no compensation or remuneration from same.

B.5. The EXECUTIVE DIRECTOR shall be authorized to receive reasonable reimbursement for travel and incidental expenses associated with the EXECUTIVE DIRECTOR'S participation in permitted outside activities pursuant to the provisions of Section 112.061, Florida Statutes.

SECTION 4: SENATE CONFIRMATION

When applicable, the EXECUTIVE DIRECTOR must be confirmed and reconfirmed by the Florida Senate, pursuant to Section 373.079 (4)(a), Florida Statutes. Should the confirmation or reconfirmation be denied, the EXECUTIVE DIRECTOR shall be entitled to severance in accordance with SECTION 8 of this AGREEMENT and applicable laws.

SECTION 5: PERFORMANCE EVALUATION

The EXECUTIVE DIRECTOR'S performance shall be reviewed and evaluated by each member of the BOARD. The review shall be conducted annually beginning 12 months from the effective date of this AGREEMENT and every 12 months thereafter throughout the term of this AGREEMENT. The BOARD may authorize increases or decreases in the EXECUTIVE DIRECTOR'S base salary and benefits. The EXECUTIVE DIRECTOR shall be eligible for a merit increase to her base pay once a year during her performance review. Any such increase to base salary shall be effective as determined by the BOARD. The evaluation criteria shall be mutually agreed upon between the BOARD and EXECUTIVE DIRECTOR within 90 days from the effective date of this AGREEMENT. Said criteria may be added to or deleted from as the BOARD and the EXECUTIVE DIRECTOR determine from time to time.

SECTION 6: TERMINATION OF AGREEMENT

This AGREEMENT may be terminated with or without cause by either party. The BOARD may terminate this AGREEMENT when a majority of the BOARD members request the resignation or termination of the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR may terminate this AGREEMENT upon giving the BOARD written notice of her intent to terminate at least sixty (60) days in advance of the proposed termination unless otherwise agreed to by the BOARD. The BOARD may suspend the EXECUTIVE DIRECTOR with or without cause when it is in the best interests of the DISTRICT to do so. Suspension without cause shall be with pay. Suspension for cause may be with or without pay at the discretion of the BOARD.

SECTION 7: SEVERANCE

The EXECUTIVE DIRECTOR shall receive four week severance pay plus four weeks of paid health insurance and life insurance coverage, as defined in the Management Employment Policy, in addition to any other benefits contemplated in this AGREEMENT or as provided for pursuant to Section 373.079(4)(a), Florida Statutes, and/or any other applicable Florida Statutes should this AGREEMENT be terminated or should the confirmation or reconfirmation be denied.

SECTION 8: COMPENSATION AND BENEFITS

A. The BOARD shall pay the EXECUTIVE DIRECTOR for her personal services rendered pursuant to this AGREEMENT an annual base salary of \$165,006.40, payable in the same administrative manner and concurrently with the timetable for payment to other executives of the DISTRICT, but, in any event, payable in equal payments not less frequently than bi-weekly.

B. The DISTRICT shall provide the EXECUTIVE DIRECTOR with all the benefits currently provided to other DISTRICT managers, as defined in the DISTRICT'S Management Employment Policy and as provided by the Florida Retirement System, Senior Management Service Class.

C. All DISTRICT rules, regulations and policies which are not inconsistent or in conflict with this AGREEMENT relating to fringe benefits, duties and working conditions as they are now contained in the DISTRICT'S Employee Handbook, and Management Employment Policy or may hereafter be amended, shall apply equally to the EXECUTIVE DIRECTOR. In case of inconsistency or conflict, the terms of this AGREEMENT shall prevail.

SECTION 9: AMENDMENT

This AGREEMENT shall be amended only upon mutual agreement in writing between the BOARD and EXECUTIVE DIRECTOR.

SECTION 10: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties hereto on the subjects herein and supercedes any prior written or oral agreements or understandings. This AGREEMENT may only be amended in writing by the EXECUTIVE DIRECTOR and the BOARD.

B If any provision or portion of this AGREEMENT is held to be unconstitutional, invalid or unenforceable, the remainder of this AGREEMENT, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect. In the event of any such ruling, the parties agree to discuss alternatives for any portion of this AGREEMENT that may have been held unconstitutional, invalid, or unenforceable. In any action to enforce the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

C. Notices pursuant to this AGREEMENT shall be given in writing and either hand delivered or mailed by U.S. Postal Service, postage prepaid, return receipt requested, addressed as follows:

Chairman of the Governing Board
South Florida Water Management District
c/o District Counsel
P. O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

D. Notice shall be deemed given as of the date of personal service or the date of the receipt of such written notice in the course of transmission in the United States Postal Service.

E. The terms of this AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: _____
NAME: Joe Collins
AS ITS: Chairman
DATE: _____

ATTEST: _____
Secretary/District Clerk

BY: _____
NAME: Melissa L. Meeker
DATE: _____