

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-086**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, ACCEPTING THE RESIGNATION OF WILLIAM
SCOTT JANKE AS THE CITY MANAGER AND APPROVING AN
AGREEMENT TERMINATING THE EMPLOYMENT OF WILLIAM
SCOTT JANKE**

WHEREAS, the City of Marathon, Florida (the "City") and William Scott Janke ("Janke") entered into an Employment Agreement on December 19, 2002 by which the City employed Janke as its City Manager (the "Employment Agreement"); and

WHEREAS, the City and Janke agree that termination of the Employment Agreement is in the best interests of both parties and desire to terminate the Employment Agreement in accordance with the terms and conditions of the Termination of City Manager Employment Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THAT:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

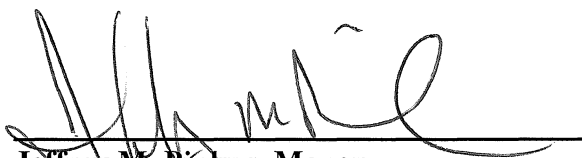
Section 2. The City accepts the resignation of Janke as City Manager.

Section 3. The Termination of City Manager Employment Agreement between the City of Marathon, Florida and William Scott Janke, a copy of which is attached as Exhibit "A," together with such non-material changes as may be approved as to form and legality by the City Attorney, is approved. The Mayor is authorized to sign the Agreement on behalf of the City.

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

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 10th day of August, 2004.

THE CITY OF MARATHON, FLORIDA


Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

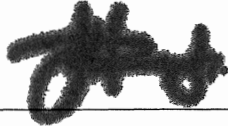
ATTEST:



Cindy L. Ecklund, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

**TERMINATION OF CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
WILLIAM SCOTT JANKE AND THE CITY OF MARATHON, FLORIDA**

This Termination of City Manager Employment Agreement (the "Agreement") is made and entered into this 10th day of August, 2004 between the City of Marathon, a Florida municipal corporation, (the "City") and William Scott Janke, ("Janke") (collectively, "the Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement on December 19, 2002 by which the City employed Janke as its City Manager (the "Employment Agreement"); and

WHEREAS, the Parties agree that termination of the Employment Agreement is in the best interests of both the City and Janke and desire to terminate the Employment Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, conditions, provisions and undertakings contained in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties do mutually covenant and agree with each other as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Resignation of Janke and Termination of Employment Agreement.** Janke tenders and the City accepts Janke's resignation and the Employment Agreement shall be terminated effective midnight on August 10th, 2004, (the "Termination Date") upon the terms set forth herein.

3. **Severance Pay.**

3.1 Notwithstanding the provisions of paragraph 16.6 of the Employment Agreement, the City agrees to pay Janke severance pay of one hundred-eighty (180) days and all accrued vacation and sick days in accordance with paragraph 16.3 of the Employment Agreement (the "Gross Severance Pay"). The City's Finance Director shall calculate the amount of the Gross Severance Pay.

3.2 The Gross Severance Pay shall be set-off in the amount of seven thousand five hundred dollars (\$7,500), which sum represents Janke's capital contribution to the purchase of the vehicle provided by the City to Janke in accordance with Section 6.1 of the Employment Agreement (the "Vehicle"). The City's Finance Director shall calculate the resulting sum (the "Net Severance Pay") which shall be paid to Janke in a lump sum within thirty (30) days from the execution of this Agreement. In addition, the City shall transfer title to the Vehicle to Janke within thirty (30) days from the execution of this

Agreement. The City shall not be responsible for insuring the Vehicle beyond the date of the transfer of title to it to Janke.

3.3 Upon payment of the Net Severance Pay and transfer of title to the Vehicle as set forth in paragraph 3.2 of this Agreement, the City shall have no further financial obligation to Janke.

4. Release.

4.1 Janke, in consideration of the severance pay, the other payments and benefits received pursuant to the terms of this Agreement, does hereby and for his heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the City, its City Council, its City officers, employees, agents, attorneys, or successors from any and all claims, including but not limited to, employment discrimination claims, and any actions, causes of action, demands, grievances, lawsuits, rights, damages, costs, loss of service, expenses and compensation whatsoever, which he now has or which he may hereafter have or accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, injuries, damages and the consequences thereof resulting or that may result from his employment with the City, his separation of employment with the City and the termination of the Employment Agreement.

4.2 Janke's release under paragraph 4.1 of this Agreement shall survive and continue beyond the completion of performance by the Parties of the terms of this Agreement.

4.3 The City does hereby release, acquit, and forever discharge Janke from any and all further responsibility to perform any obligations to the City under the Employment Agreement.

5. Health Insurance. The City shall continue Janke's health and dental insurance, including any dependent coverage, through February 10, 2005, or Janke is employed; whichever occurs first. After February 10, 2004, Janke may continue his health insurance coverage at Janke's sole cost and expense in accordance with applicable law.

6. Return of Equipment. Prior to the end of the business (5:00 p.m.) on August 11, 2004, Janke shall return to the City all equipment provided by the City to Janke in accordance with Section 10 of the Employment Agreement. Janke may retain for his personal use the telephone number assigned to the cellular telephone provided to him by the City.

7. Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, representations or understandings concerning the subject matter of this Agreement which are not contained in this document. Accordingly, it is agreed that no

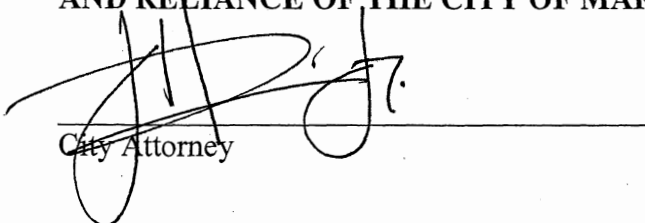
ATTEST:



Cindy L. Ecklund, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney



William Scott Janke




CITY OF MARATHON, FLORIDA

10045-55 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.marathonflorida.org

August 10, 2004

To: Mayor and City Council

I am resigning my position as City Manager for personal reasons. This resignation will be contingent upon Council adoption of Resolution number 2004-086 and will take effect immediately upon City Council approval.



W. Scott Janke