MEMORANDUM

TO: The Honorable Mayor and City Commission

FROM: Mayor Norman S. Edelcup

DATE: 7/19/2012

RE: Approving an Agreement with Christopher J. Russo for the Position of City Manager

RECOMMENDATION:

The Resolution is presented for your consideration.

REASONS:

Pursuant to Section 3.1 of the City of Sunny Isles Beach Municipal Charter the City Manager shall be nominated by the Mayor and confirmed by the majority of the City Commission. I hereby nominate Christopher J. Russo as the Chief Administrative Officer of the City and request approval of his contract.

As you may know, Chris has served previously as City Manager of the City of Sunny Isles Beach.

ATTACHMENTS:

1. Resolution
2. Agreement
RESOLUTION NO. 2012-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CHRISTOPHER J. RUSSO FOR THE POSITION OF CITY MANAGER OF THE CITY OF SUNNY ISLES BEACH, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING THE CITY ATTORNEY WITH THE AUTHORITY TO EFFECTUATE THE TERMS OF THIS AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 3, Section 3.1 of the City of Sunny Isles Beach Municipal Charter provides that there shall be a City Manager who shall be the Chief Administrative Officer of the City; and

WHEREAS, Section 3.1 further provides that the City Manager shall be nominated by the Mayor and confirmed at the next City Commission meeting by a majority of the City Commission; and

WHEREAS, after due consideration the Mayor has nominated Christopher J. Russo for the position of City Manager of the City of Sunny Isles Beach; and

WHEREAS, after due consideration the Mayor has negotiated an Agreement with Christopher J. Russo, attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Approval of Agreement. The Agreement with Christopher J. Russo of the City of Sunny Isles Beach, attached hereto as Exhibit “A”, be and the same, is hereby approved.

Section 2. Authorization of Mayor. The Mayor is hereby authorized to execute said Agreement.

Section 3. Authorization of the City Attorney. The City Attorney is authorized to do all things necessary to effectuate the terms of this Agreement.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _______ day of ___________ 2012.

____________________________
Norman S. Edelcup, Mayor
ATTEST:

_____________________________
Jane A. Hines, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____________________________
Hans Ottinot, City Attorney

Moved by: _____________________________
Seconded by: _____________________________

Vote:

Mayor Edelcup  (Yes)  (No)
Vice Mayor Thaler  (Yes)  (No)
Commissioner Aelion  (Yes)  (No)
Commissioner Gatto  (Yes)  (No)
Commissioner Scholl  (Yes)  (No)
EMPLOYMENT AGREEMENT BETWEEN
CITY OF SUNNY ISLES BEACH AND CHRISTOPHER J. RUSSO

This agreement is made and entered into this ___ day of __________, 2012, between the City of Sunny Isles Beach, Florida (herein after the “City”) and Christopher J. Russo (hereinafter the “Employee”), pursuant to the following terms and conditions (“Agreement”):

A. Whereas, the City wishes to employ the services of Christopher J. Russo as the City Manager of the City of Sunny Isles Beach; and

B. Whereas, Employee wishes to accept employment as City Manager of said City under terms and conditions, set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and Employee agree to the following:

SECTION 1. DUTIES

A. The City agrees to employ Christopher J. Russo as the City Manager of the City of Sunny Isles Beach to perform the duties and exercise powers as prescribed by the City Charter, and to perform such other legally permissible and proper duties and functions as assigned by the City Commission from time to time including but not limited to those outlined in Attachment “A”.

B. The Employee shall perform the duties of City Manager of the City in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion and with full decorum required of City Managers generally and as required by the standards and Code of Ethics of the International City/County Management Association. The City Manager recognizes that the position of City Manager is not and cannot be an hourly-type employment and agrees to devote that amount of time and energy, which is reasonable necessary for the City Manager to fully perform the duties required under this Agreement. Thus, the City Manager shall work as required in order to carry out his responsibilities. The City Commission agrees to provide the Employee with the required personnel and equipment necessary for the successful fulfillment of his duties.

SECTION 2. TERM OF AGREEMENT AND COMMENCEMENT DATE

A. Subject to the condition set forth in Section 11, this Agreement shall commence on the date of approval by the City Commission and shall continue until terminated, in accordance with Article 3.1 of the Charter of the City of Sunny Isles Beach or as otherwise amended from time to time by the City Commission. The City Manager shall serve at the pleasure of the City Commission. Notwithstanding the foregoing, Employee shall commence employment on October 15, 2012.
B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject only to the provisions set forth in SECTION 11 of this Agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to the provisions set forth in SECTION 11 of this Agreement.

D. Employee agrees to remain in the exclusive employ and neither to accept other employment nor to become employed by any other employer. The term “employed” shall not be construed to include occasional teaching, writing or military reserve service performed on employee’s time off.

SECTION 3.  SALARY

A. The initial annual base salary of Employee shall be Two Hundred Thousand Six Hundred Dollars ($200,600.00) which shall be payable in bi-weekly installments at the same time as other Employees of the City are paid. Notwithstanding any other provision in this Agreement, the annual base salary herein shall commence on October 15, 2012, which is the date Employee has agreed to commence employment with the City. The Employee shall receive periodic merit increases as determined by the City Commission in its reasonable discretion; provided, however, the Employee shall receive an automatic yearly cost of living adjustment in the amount of three percent (3%) of his annual salary on the date of approval of this Agreement by City Commission.

B. The City Commission may evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, during the City’s Annual Budget process. Any adjustments in said annual salary and/or benefits should be based upon the results of the performance evaluation, within the sole discretion of the City Commission.

SECTION 4.  AUTOMOBILE ALLOWANCE AND COMMUNICATION EQUIPMENT

A. The City will provide Employee with a City-owned vehicle and shall insure, maintain and repair that vehicle, provided, however that when the Employee uses the vehicle for his own personal use, he shall be responsible for fuel costs. The car shall be a similar model and type provided to other appointed charter officers.

B. The City shall provide the Employee with a cell phone as provided to other Senior Management employees of the City or a stipend in accordance with the City’s cell phone policy.
SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The City shall contribute into the Florida Retirement System the statutory amount for senior management employee.

B. If Employee desires to participate in the ICMA deferred compensation programs, the City agrees to execute all necessary documents or agreements provided by the ICMA Retirement Corporation.

SECTION 6. LIFE INSURANCE AND DISABILITY INSURANCE

The City shall pay the premiums for the Employee during the term of the agreement on the following:

1. $100,000 whole life insurance policy
2. $300,000 term life insurance policy
3. Disability policy equivalent to the amount of annual salary.

SECTION 7. HEALTH-DENTAL AND VISION COVERAGE

The City agrees to provide the Employee with full family coverage for Health, Hospitalization, Dental and Vision Care as may be provided to other employees and the City shall pay for the full premium for such coverage, unless employee elects to receive the equivalent dollar cost.

SECTION 8. VACATION, PERSONAL LEAVE, SICK LEAVE AND HOLIDAYS

Commencing upon the first day of employment, Employee shall be permitted to accumulate up to four (4) weeks vacation days per year and twelve (12) sick days per year in accordance with the City’s policy. In addition, Employee shall receive five (5) days of personal leave and two (2) days floating holidays in accordance with the City’s policy.

SECTION 9. PROFESSIONAL EXPENSES AND DEVELOPMENT

A. Subject to City policy, State law, the City agrees to pay the reasonable professional expenses, dues and subscriptions of Employee necessary for conduct of City business and for his continuation and participation as a member in national, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

B. Subject to City policy and applicable law, the City agrees to pay the travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions of the City, including but not limited to the annual conference of the Florida City and County Manager's
Association (FCCMA) and the International City/County Management Association (ICMA).

SECTION 10.  RELOCATION EXPENSE

The City agrees to pay the Employee a net lump sum of Five Thousand Dollars ($5,000.00) for relocation expense. In lieu of providing payment to Employee for the relocation expenses, the City may pay relocation expenses permitted under the law directly to a third party vendor upon directions of Employee provided that expenses do not exceed $5,000.00. If Employee voluntarily resigns prior to one (1) year of employment with the City, the Employee shall reimburse the City the Five Thousand Dollars ($5,000.00) relocation expense.

SECTION 11.  TERMINATION AND SEVERANCE

A. In the event that the City terminates the Employee, and the Employee is willing and able to perform his duties under this agreement, the City agrees to pay the Employee and adhere to the terms of this agreement for a maximum period of twenty (20) weeks in addition to any accumulated personal leave. The City agrees to retain the Employee as a consultant for a period not to exceed one (1) month if the Employee is terminated for cause or without cause to ensure appropriate transition of responsibilities.

B. In the event that the Employee voluntarily resigns his position, the Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree in writing. In the event of resignation, severance pay as outlined above shall not be payable.

C. In the event that the City Manager is terminated “for cause”, which shall be defined as an act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions), the City shall have no obligation to grant severance pay.

SECTION 12.  INDEMNIFICATION

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in connection with the performance of the City Manager’s duties. The City, or its insurance carrier, will pay or settle any such claim, lawsuits or judgment rendered thereon.

SECTION 13.  BONDING

The City shall bear the cost of any fidelity or other bonds required of the Employee under any law or the City Charter.
SECTION 14. OTHER CUSTOMARY BENEFITS

The City shall afford the Employee the right to participate in any other benefits or working conditions as provided for the Administrative and Management Employees of the City. The Employee’s previous years of service with the City shall be considered in determining other benefits that are provided to Administrative and Management employees of the City.

SECTION 15. COMMUNITY INVOLVEMENT

The City recognizes the desirability of representation in and before the local civic and other organizations, and encourages the Employee to participate in these organizations to foster a continuing awareness of the City’s activities as well as the community’s attitude and ideas.

SECTION 16. MISCELLANEOUS

A. 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, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

B. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

D. No Waiver. 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.

E. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the City Manager.

F. Florida Law. This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

(Signatures on next page)
WITNESS:


ATTEST:

JANE A. HINES, CMC, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

HANS OTTINOT, CITY ATTORNEY
ATTACHMENT "A"

WORK IN CONJUNCTION WITH MAYOR AND CITY COMMISSION

- Keep the Mayor and City Commission informed in all matters approved by the City Commission
- Organize workshops on as needed or every quarter basis to provide status report of ongoing capital projects
- Provide quarterly Financial Statements to Mayor and City Commission
- Permit Mayor and City Commission to communicate with staff about policy matters and capital projects
- Copy Mayor and City Commission on all correspondences pertaining to matters approved by the City Commission