

**RESOLUTION NO. 2013-97**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND MARY C. BLASI AS CITY MANAGER; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City desires to employ the services of Mary C. Blasi as City Manager as provided in Section 401 of Article IV of the City Charter commencing September 12, 2013; and

**WHEREAS**, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions for the employment of Mary C. Blasi as City Manager; and

**WHEREAS**, Mary C. Blasi desires to accept employment as City Manager for the City of Coconut Creek;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the Mayor is hereby authorized to execute the Employment Agreement by and between the City of Coconut Creek and Mary C. Blasi, attached hereto and made a part hereof, for employment as City Manager pursuant to Section 401 of Article IV of the City Charter.

**Section 2:** That all of the terms and conditions of the employment of Mary C. Blasi as City Manager are set forth in the attached Employment Agreement.

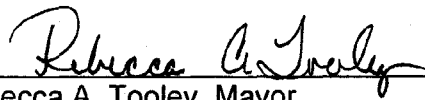
Section 3: That this Resolution shall take effect September 12, 2013.

Adopted this 12th day of September, 2013, on a motion by Commissioner Sarbone and seconded by Commissioner Belvedere.

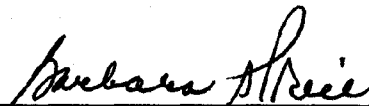
Ayes 5

Nays 0

Absent or Abstaining 0

  
\_\_\_\_\_  
Rebecca A. Tooley, Mayor

Attest:

  
\_\_\_\_\_  
Barbara S. Price, MMC  
City Clerk

Tooley Aye

Aronson Aye

Sarbone Aye

Belvedere Aye

Welch Aye

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 12<sup>th</sup> day of September, 2013, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation, hereinafter called the CITY, and MARY C. BLASI, hereinafter called CITY MANAGER, both of whom agree as follows:

### **WITNESSETH:**

**WHEREAS**, the CITY desires to employ the services of MARY C. BLASI, as City Manager of the City of Coconut Creek pursuant to Article IV of the City of Coconut Creek City Charter, and currently MARY C. BLASI is employed by the CITY as Deputy City Manager; and

**WHEREAS**, it is the desire of the CITY to establish certain conditions of employment and to set working conditions for the CITY MANAGER; and

**WHEREAS**, it is the desire of the CITY to (1) secure and retain the services of the CITY MANAGER and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by assuring the CITY MANAGER's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the CITY MANAGER; and, (4) to provide a just means of terminating the CITY MANAGER's services at such time as she may be unable fully to discharge her duties for any reason or when the CITY may otherwise desire to terminate her employment; and

**WHEREAS**, the CITY MANAGER desires to accept employment as City Manager of the CITY;

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

### **1.0 DUTIES:**

The CITY hereby agrees to employ Mary C. Blasi as City Manager to perform the functions and duties specified in Article IV of the City Charter and by the City of Coconut Creek Code of Ordinances, and to perform other legally permissible and proper duties and functions as the CITY shall from time to time assign.

## **2.0 TERM:**

- 2.1** The commencement date of employment of the CITY MANAGER shall be September 12, 2013, ("Commencement Date") and shall continue as provided for in this Agreement until September 11, 2015 ("Expiration Date") and subject to the terms, conditions, and provisions hereof.
- 2.2** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of the CITY MANAGER, subject to Section 405 of the City Charter and the provisions set forth in Section 10.0 of this Agreement.
- 2.3** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CITY MANAGER to resign at any time from her position with the CITY, subject only to the provisions set forth in Section 10.0 of this Agreement.
- 2.4** This Agreement shall be extended for additional two (2) year periods on the same terms and conditions as contained herein, unless the City Commission, by means of a formal vote, expresses its intent not to extend this Agreement at least forty-five (45) days prior to the Expiration Date of that period.
- 2.5** As much as is practical, CITY MANAGER shall observe regular business hours in City Hall. However, it is recognized that CITY MANAGER must devote a great deal of time outside the normal office hours of business of the CITY and, to that end, CITY MANAGER will be allowed to determine her own office hours and to take time off as she shall deem appropriate.

## **3.0 PERFORMANCE EVALUATION:**

- 3.1** The CITY shall review and evaluate the performance of the CITY MANAGER initially after twelve (12) months from the beginning date of this Agreement and thereafter at least once annually in advance of the annual anniversary date of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and the CITY MANAGER. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the CITY MANAGER. Further, the City Commission, during a public meeting, shall provide the CITY MANAGER with a summary written

statement of the findings of the City Commission and provide adequate opportunity for the CITY MANAGER to discuss her evaluation with the City Commission during such public meeting.

- 3.2 Annually, the City Commission and the CITY MANAGER shall define such goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the CITY's policy objectives and shall further establish a relative priority among these various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable with the time limitations as specified and consistent with the annual operating and capital budgets and appropriations provided.
- 3.3 If City Manager receives an above average evaluation, the City agrees to provide an annual lump sum payment on the anniversary of this Agreement not to exceed 5 percent of the then current salary.

#### **4.0 SALARY:**

- 4.1 The CITY agrees to pay the CITY MANAGER for her services rendered pursuant hereto an annual base salary of one hundred ninety eight thousand five hundred dollars (\$198,500) payable in installments at the same time as other employees of the CITY are paid. Her current annual base salary as Deputy City Manager is \$187,550 after more than seventeen (17) years of service with the CITY.
- 4.2 During the term of this Agreement, compensation of CITY MANAGER shall be increased by any CPI adjustments given to Administrative Officers of the CITY.

#### **5.0 PENSION:**

- 5.1 CITY MANAGER shall receive a CITY paid contribution, payable bi-weekly, to the City's ICMA 457 deferred compensation and 401(a) retirement plans in the amount of the maximum contributions established annually by the IRS.
- 5.2 CITY MANAGER shall be entitled, upon retirement, to continue to participate in the CITY's then current group health insurance plan with

premiums being paid by CITY until such time CITY MANAGER becomes eligible for Medicare.

**6.0 BENEFITS:**

**6.1** CITY shall provide CITY MANAGER all the benefits provided by the CITY to Administrative Officers.

**6.2** Health and Dental Insurance – If CITY MANAGER enrolls in the lowest cost single participant HDHP group health insurance plan, CITY shall provide for a contribution to her health savings account equal to the maximum allowed by law for a single participant. CITY shall pay for group PPO dental insurance coverage for CITY MANAGER.

**6.3** Public Official's Liability Insurance – CITY shall provide Public Official's Liability Insurance coverage applicable for all acts or omissions of the CITY MANAGER arising out of her employment, subject to and as provided for in the annual budget and as may be otherwise provided to City Commission members, Department Heads, and based solely upon existing policies of insurance currently held by the CITY.

**6.4** Bonding – CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any statute, ordinance, or other law, as may be amended from time to time.

**6.5** Vacation and Sick Leave -. Vacation and sick leave shall be calculated in the same manner as applicable to Administrative Officers.

**6.6** Should the CITY MANAGER voluntarily resign or be terminated, the CITY shall pay CITY MANAGER unused sick and vacation hours at one hundred percent (100%) of the value, and any other accrued benefits earned.

**7.0 ALLOWANCES AND EQUIPMENT:**

**7.1** CITY agrees to pay a car allowance of six hundred (\$600.00) dollars per month to CITY MANAGER.

**8.0 GENERAL EXPENSES:**

**8.1** The CITY recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the CITY MANAGER, and hereby agrees to reimburse or to pay said general expenses. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, subject to and as provided for in the City Manager Department's annual budget.

**9.0 PROFESSIONAL DEVELOPMENT:**

**9.1** The CITY agrees to budget and pay the travel and subsistence expenses of the CITY MANAGER for professional and official travel, meetings and occasions adequate to continue the professional development of the CITY MANAGER and to adequately pursue necessary official and other functions for the CITY, including but not limited to the Annual Conference of the International City Management Association, the State and National League of Cities, Urban Land Institute, and such other national, regional, state and local governmental groups and committees thereof on which the CITY MANAGER serves as a member.

**9.2** The CITY agrees to budget and pay for the professional dues and subscriptions of the CITY MANAGER necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the CITY, including, but not limited to BCCMNA, FCCMA, and ICMA.

**10.0 TERMINATION AND SEVERANCE:**

**10.1** In the event CITY MANAGER is terminated for reasons other than just cause by the CITY pursuant to the terms and conditions contained in Section 405 of the City Charter of the City of Coconut Creek prior to September 11, 2015, or during any two-year extension, CITY agrees to pay CITY MANAGER severance in the amount of 20 weeks of salary and benefits.

**10.2** In the event CITY MANAGER is terminated for just cause including conduct involving fraud, theft, or any crime related to her employment, or cause of conviction of any felony, then the CITY shall have no obligation to pay the aggregate severance sum designated in Section 10.1.

**10.3** In the event CITY MANAGER voluntarily resigns her position with the CITY before expiration of the aforesaid term of employment, then CITY MANAGER shall give the CITY forty-five (45) days written notice unless the parties agree otherwise.

**10.4** In the event the CITY at any time during the employment term:

- (i) Reduces the salary or other benefits of CITY MANAGER in a greater percentage than an applicable across-the-board reduction for all CITY employees, or
- (ii) In the event the CITY refuses, following written notice, to comply with any other contract provisions benefiting CITY MANAGER; or
- (iii) The CITY MANAGER elects to resign following a public suggestion by two or more members of the City Commission at a public meeting, whether formal or informal, that she resign;

Then and in that event, CITY MANAGER may, at her option, be deemed to be "terminated" within the meaning and context of this Section 10.0 effective at the date of such reduction or such refusal to comply or resignation of CITY MANAGER. For the resignation provision at the suggestion of City Commission to apply pursuant to this section, CITY MANAGER must provide written notice to the City Commission of her intent to resign within fourteen (14) calendar days of the public meeting where the suggestion to resign was made and therein state with particularity a date certain upon which the CITY MANAGER shall vacate her position.

#### **11.0 INDEMNIFICATION:**

**11.1** To the extent permitted by law, the CITY shall defend, save harmless and indemnify the CITY MANAGER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of her duties as the CITY MANAGER. CITY



will pay the amount of any settlement or judgment rendered as a result of any claim or suit. This indemnification provision shall survive the termination of this Agreement.

**12.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

**12.1** The City Commission, in consultation with the CITY MANAGER, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the CITY MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City Charter, or any other law.

**12.2** All provisions of the City Charter and Code, and regulations and rules of the CITY relating to salary, cost of living adjustments, longevity, vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the CITY MANAGER as they would to other Administrative Officers of the CITY, in addition to the benefits enumerated specifically for the benefit of the CITY MANAGER except as herein provided.

**13.0 REDUCTION OF BENEFITS:**

**13.1** Except to the degree of a reduction across-the-board in salary for all the employees of the CITY, the CITY shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the CITY MANAGER,

**14.0 MISCELLANEOUS:**

**14.1** Final 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.

**14.2** Modification of Agreement: It is further agreed that 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.

**14.3 Counterparts.**

This document shall be executed in at least three (3) counterparts each of which shall be deemed to be a duplicate original.

**14.4 Florida Law.**

This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Broward County, Florida.

**14.5 Litigation.**

In connection with any litigation arising out of this Agreement, including any administrative, trial level, or appellate proceeding, the prevailing part shall be entitled to recover all costs incurred, concluding a reasonable attorneys fee.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Employment Agreement on the respective dates under each signature.

**CITY MANAGER**


  
\_\_\_\_\_  
MARY C. BLASI

**CITY OF COCONUT CREEK**

  
\_\_\_\_\_  
REBECCA A. TOOLEY, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
BARBARA S. PRICE, CITY CLERK

  
\_\_\_\_\_  
PAUL S. STUART, CITY ATTORNEY



# AGENDA ITEM REPORT

19

**DATE:** September 12, 2013

**ITEM:**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND MARY C. BLASI AS CITY MANAGER. (RESOLUTION NO. 2013-97)

**SUMMARY:**

*Sarbone / Belvedere 5-0 vote  
As Amended*

The City Commission, at its August 1, 2013, Workshop discussed the selection of a City Manager and gave unanimous consensus to direct the City Attorney to negotiate and draft an Employment Agreement between the City and Mary C. Blasi for the position of City Manager.

The proposed attached Resolution and Employment Agreement represents the final product of negotiations between Mary Blasi and the City Attorney.

The Resolution also authorizes the Mayor to execute the Employment Agreement on behalf of the City.

**DEPARTMENT:** City Attorney



# AGENDA ITEM REPORT

21

**DATE:** May 23, 2013

**ITEM:**

DISCUSSION REGARDING THE APPOINTMENT OF DEPUTY CITY MANAGER MARY BLASI AS INTERIM CITY MANAGER, WITH HER CURRENT SALARY AND BENEFITS, EFFECTIVE AT THE CONCLUSION OF THE CITY COMMISSION MEETING OF MAY 23, 2013.

**SUMMARY:**

*Lubow / Belvedere 5-0 vote*

Upon the resignation of David J. Riviera as City Manager, an Interim City Manager must be appointed. The Interim City Manager will have the full and complete authority of the City Manager until the appointment of a permanent City Manager.

**DEPARTMENT:** City Attorney