

RESOLUTION NO. 12-211

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND BOGDAN VITAS FOR THE POSITION OF CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at a special meeting on June 4, 2012, the City Commission selected Bogdan Vitas as City Manager and authorized the negotiation of an employment agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Employment Agreement between the City of Key West and Bogdan Vitas is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19 day of June, 2012.

Authenticated by the presiding officer and Clerk of the Commission on June 20, 2012.

Filed with the Clerk June 20, 2012.



CRAIG CATES, MAYOR

ATTEST



CHERYL SMITH, CITY CLERK

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this 19th day of June, 2012 by and between the City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose mailing address is P.O. Box 1409, Key West, Florida 33041, and BOGDAN "Bob" VITAS, JR. ("City Manager"), whose present residence address is 820 Ravenswood Court, Lake Zurich, Illinois 60047; and City and City Manager hereby agree as follows:

1. **Recitals.** The following recitals are an integral part of this Agreement and have been accepted as true by the parties and are part of the inducement for each party to execute this Agreement.

A. City desires to employ a City Manager for the City of Key West, who shall be the chief executive and the administrative officer of the City in accordance with the City Charter, attached hereto as Exhibit A.

B. After an extensive selection process, the City voted unanimously to hire Bogdan "Bob" Vitas, Jr. as City Manager at a duly noticed public meeting on June 4, 2012.

2. **Employment.** City hereby employs Bogdan "Bob" Vitas, Jr. as City Manager.

3. **Full Time Employment and Benefits.** City and Manager agree that the position of City Manager will be a full-time position. The parties recognize the hours worked by City Manager will necessarily require time outside typical office hours. The City Manager will dedicate forty (40) hours per week plus such additional hours as are necessary to perform his duties as City Manager.

City Manager shall receive vacation leave at the rate of 20 days per year, which shall be advanced on the first day of employment. Sick leave shall accrue and be credited at the same rate as City employees and shall be compensated at the expiration or termination of the contract as other City employees would be compensated. The City Manager is entitled to the same paid holidays as the general City staff.

The City agrees to provide standard City life, disability, dental, vision and medical insurance for the City Manager and to pay the premiums thereon equal to the benefits that are provided to all other City employees.

4. **Term of Agreement; Termination; Resignation.**

A. **Normal Term.** The normal term of this Agreement will be for a period of thirty-six (36) calendar months, commencing at 8:00 A.M. on the 16th day of July 2012 and ending at 5:00 P.M. on the 15th day of July 2015, unless extended as provided

herein. While City Manager shall commence employment full time with the City on July 16, 2012, he shall not assume the day to day duties of the City Manager until 12 a.m. on July 28, 2012. It is recognized that the current city manager shall retain such authority under the City Charter during the transition period from July 16 to July 28th.

B. Extension of Term. This Agreement will automatically renew for a two year period unless either the City or the City Manager gives the other written notice of its or his intent to modify or terminate the Agreement. Such written notice will be given not less than one hundred eighty (180) days prior to the expiration of any then existing term of this Agreement. For a renewal term year, the base salary will be increased in the same manner as the yearly increases specified in paragraph 6 of this agreement.

C. Termination of Agreement

1. By City for Cause. The City Commission shall terminate the City Manager upon a finding of cause. "Cause" shall mean a substantial violation of the City's policies and procedures or a violation of ordinance or law, including a finding of "misconduct" as defined Florida Statute section 443.036(30). Should City terminate this agreement for cause, Manager will not be entitled to any further compensation beyond the effective date of such termination.

2. By City Without Cause. City may cancel this Agreement without cause. Should City elect to cancel this agreement without cause, City Manager will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits including medical, dental and vision insurances and salary that would have been earned by City Manager as if still employed under this Agreement for the twenty (20) calendar weeks following the effective date of cancellation in accordance with Florida Statute section 215.425. However, in no event will City be required to compensate City Manager for more than the number of months and benefits remaining during any unexpired term under this Agreement.

3. By Manager for Breach. This Agreement may be terminated by City Manager upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following receipt of the notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of written notice from Manager by the City.

4. By Normal Expiration. This Agreement is terminated upon its normal expiration date as stated in Section 4.A.

D. Resignation by City Manager. In the event that City Manager resigns from the position of City Manager prior to the normal expiration date of this Agreement, he will not be entitled to any payment for any sums provided for in paragraph 4(C)(2) above. To effect such resignation, City Manager shall deliver written Notice of Resignation to the City through the City Clerk. Unless otherwise agreed or waived by the City, City

Manager shall provide notice at least ninety (90) days prior to the effective date of such resignation. Such resignation shall be accepted by the City without prejudice and without recourse to any administrative or civil proceedings, and the resignation shall be effective as of the date given in the written notice.

5. Conflict of Interest Prohibition. The City Manager shall not without the express prior approval of the City Commission, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. The City Manager shall abide by the provisions of Chapter 112, Florida Statutes, and the Code of Ethics pertaining to public employees.

6. Base Salary. The City will pay to City Manager, as and for a base salary, the sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$ 180,000.00) per annum for the first year of employment; the base salary shall increase each year of this Agreement at the same percentage rate as afforded to City department heads in each particular fiscal year. For purposes of this Agreement, "per annum" will be defined for the first year as the twelve month period commencing on the date specified in paragraph 4A above, and each successive twelve month period thereafter. Payments shall be made in accordance with the City's standard payroll procedure.

7. Transportation. City agrees to provide City Manager with a car allowance of two hundred fifty dollars (\$250.00) per month.

8. Travel Reimbursement. City agrees to pay to or reimburse City Manager for the costs of meals, other expenses and lodging incurred by City Manager that may be necessary, required, or appropriate in fulfilling City Manager's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statutes, or as permitted under City Ordinance, whichever is greater.

9. City Retirement System. City agrees that City Manager will be a member of the General Employees Retirement Plan of the City. City and City Manager will contribute such amounts at such times in accordance with standard City policy and procedure.

10. Relocation Expenses. The City agrees to pay the Manager up to \$10,000.00 for the reasonable costs associated with the relocation of himself and his family to Key West. Reasonable Costs shall be calculated based on three bids from national vendors at government rates. The City and City Manager recognize the actual costs in relocating, including items such as house hunting trips, temporary lodging, transportation, etc., will exceed the \$10,000.00 figure and shall be the responsibility of the Manager.

11. Duties and Responsibilities.

A. General. City Manager will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. The City Manager shall also perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. Availability and Residence. City Manager will be reasonably available to City Commissioners and key City staff twenty-four (24) hours per day. Such availability will be by telephone or electronic messaging, or in person. Pursuant to the City Manager job description, the City Manager shall establish and maintain residency in the city boundaries within six months of the commencement of employment.

C. Performance Review. After City Manager's first six months of performance, and continuing annually thereafter, the City Commission and City Manager shall mutually define such goals and performance objectives that they determine necessary for the proper operation of the City Manager's office and in the attainment of the City Commission's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing in a mutually defined evaluation instrument. They shall generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, the City Commission and City Manager mutually agree to abide by applicable law. The City Manager, City Commission and Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies.

D. Outside Activities. City Manager shall be allowed to teach, train and/or consult with other municipalities or private and public sector entities so long as it does not interfere or conflict with City business. The City Manager is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

12. Professional Development and Memberships. The City agrees to annually budget and to pay the reasonable membership dues for the International City/County Management Association, Florida City and County Management Association, Florida League of Cities, and travel and subsistence expenses of the City Manager for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue his professional development and to pursue official and other functions of the City. The feasibility and costs of such professional development and memberships will be discussed each year between the City Manager and Commission in formulating the budget and funding of such expenses is subject to the discretion of the Commission.

13. **Personal Leave.** The City and City Manager agree that, due the variety of not worked and requirements of the position of City Manager, interference with City Manager's family life is to be expected and it is recognized that City Manager may from time to time absent himself during normal business hours for personal or family time; provided, however, that City Manager remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time.

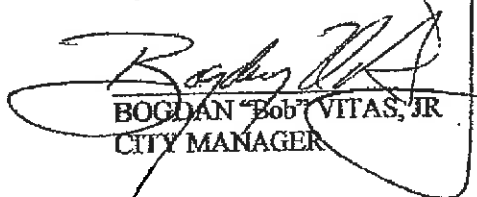
14. **Indemnification.** The City will defend, hold harmless, and indemnify City Manager against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to Manager's lawful actions in his capacity as City Manager.

15. **Bonding.** The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

16. **Miscellaneous Provisions.** This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

IN WITNESS WHEREOF the parties have executed this Agreement on this 29 day of JUNE, 2012.


CRAIG CATES,
MAYOR CITY OF KEY WEST


BOGDAN "Bob" VITAS, JR.
CITY MANAGER

Attest: 
CHERYL SMITH, CITY CLERK



4.01 - City manager.

There shall be a city manager who shall be the chief executive and the administrative officer of the city. The manager shall be responsible to the commission for the administration of all city functions and affairs placed in his charge by or under this Charter.

4.02 - Appointment of manager.

The commission shall appoint a city manager for an indefinite term by a majority vote of all the commissioners to serve at the pleasure of the commission.

4.03 - Designation of administrative officer during temporary absence of manager.

By letter filed with the clerk, the manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or his disability shall cease.

4.04 - Duties of city manager.

The city manager shall:

- (a) Appoint, and when he deems it necessary for the good of the city, suspend or remove all city employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter, civil service board rules and regulations or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, officer or agency;
- (b) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or by law;
- (c) Attend all commission meetings and shall have the right to take part in discussion but may not vote;
- (d) See that all laws, provisions of this Charter and acts of the commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.

EXHIBIT A