

RESOLUTION NO. 2019-165

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EMPLOYING GREGORY TRUITT AS INTERIM VILLAGE MANAGER; APPROVING THE ATTACHED EMPLOYMENT AGREEMENT AS AMENDED, AND PROVIDING FOR THE VILLAGE MANAGER TO TAKE ALL NECESSARY ACTIONS TO PROVIDE FOR THE APPOINTMENT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Councilmember David Singer and the Village Council*)

WHEREAS, the current Village Manager shall be resigning the position on January 15, 2020; and

WHEREAS, until the Village Council ultimately appoints a permanent Village Manager, an Interim Village Manager will serve to both assist the current Village Manager and serve to help in the transition to a new Village Manager; and

WHEREAS, the Council wishes to establish all employment terms, and responsibilities of the Interim Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby approves the attached Employment Agreement as amended to employ Gregory Truitt as the Interim Village Manager.

Section 2. The Village Manager shall take all necessary actions to provide for appointment of Gregory Truitt as Interim Village Manager.

Section 3. This Resolution shall become effective upon adoption.

PASSED and ADOPTED this 6th day of December 2019.

Attest:

DocuSigned by:
Missy Arocha
Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
Karyn Cunningham
Mayor

1 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
2 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**
3 **ONLY:**

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6 DocuSigned by:
7 *John C. Dellagloria*
8 **John C. Dellagloria**
9 **Village Attorney**

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12 **FINAL VOTE AT ADOPTION:**

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Council Member Patrick Fiore YES

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Council Member David Singer ABSENT

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Council Member Marsha Matson NO

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Vice-Mayor John DuBois YES

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Mayor Karyn Cunningham YES

EMPLOYMENT AGREEMENT FOR THE APPOINTMENT OF GREGORY TRUITT AS INTERIM VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY, FLORIDA

This Employment Agreement is made as of the 6th day of December, 2019, by and between Gregory Truitt (“Truitt”) and the Village of Palmetto Bay, Florida (“Village”) to establish all terms and conditions of the appointment of Truitt as Interim Village Manager.

Whereas, the current Village Manager is retiring from the position as of January 15th, 2020; and

Whereas, until the Village Council (“Council”) ultimately appoints a permanent Village Manager, Truitt, as an Interim Village Manager, will serve to both assist the current Manager and serve to help in the transition to a permanent Manager.

Now Therefore, Truitt and the Village agree to following terms and conditions:

1. **TERM :** (a)The initial term of this Agreement will commence upon execution and run through and including February 28, 2020.

(b) Should a new permanent Manager not be appointed by the Council by that time, this Agreement may be extended by the parties on a month-to-month basis until a permanent appointment is made.

2. **COMPENSATION:** (a) During the initial term above, Truitt shall receive compensation based on a salary of Eighty-Thousand Dollars (\$80,000) per annum beginning on the start date until January 15, 2020, prorated for the time served as Interim Manager,; and then, as of January 16, 2020, the amount will be increased to One Hundred Sixty Thousand Dollars (\$160,000) per annum, prorated for the time served from January 16, 2020 to the end of his term as Interim Village Manager.

(b) In addition to the above, Truitt will receive: (i) a car allowance of Two Hundred Fifty Dollars (\$250.00)per month; (ii) the Village shall reimburse 100% Truitt for his personal cell-phone upon payment documentation to be submitted to the Village; (iii) Truitt shall be entitled to paid leave as other Charter Officers.¹

¹ Truitt has advised that he will be absent from the Village for four (4) days at the end of February, and any accumulated time will be used for that period.

3. Responsibilities: The responsibilities and limitations regarding the position of Interim Manger are as follows:

A. Truitt shall assist the current Manager as requested, and shall attend all meetings held by the Manger, the Council and, as directed by the Manager, staff, committee, board and task force meetings during his Interim service through January 15, 2020.

B. Truitt recognizes that as Interim Village Manager, the current Manager is still in charge of all administrative actions and decisions during his remaining time in office. In the event of a major disagreement between them, the matter shall be brought before the Council for resolution.

C. Upon the end of the current Manger's tenure, and in the event that the Council extends the Agreement, Truitt will have, with the exception below, the authority to exercise all Powers and Duties contained in Section 3.3 of the Village Charter, attached as Exhibit "1".

D. The only exception to the powers and duties of the Village Manger contained in the Charter is that as Interim Manager, Truitt shall may not dismiss any Department Head without Council approval.

4. Council Voting Requirements: (i) This Agreement shall require the passage by a majority vote of the Council.

(ii) Any month-to month extensions of Truitt continuing to serve as Interim Manager shall require a majority vote of the Council.

(iii) A request by Truitt to allow for him to apply for the position as permanent Village Manager shall require four (4) affirmative votes Council.

(iv) It shall require a unanimous 5-0 vote to appoint Truitt as permanent Village Manager.

5. Indemnity, Bond: Truitt shall be entitled to all rights provided to all personnel of the Village in the proper performance of his duties as Interim Village manager. Truitt shall furnish a surety bond to be approved by the Council, and in such amount as the Council may fix, with the bond conditioned on the faithful performance of his duties. The premium of the bond shall be paid by the Village.

6. Full-Time Service: Truitt shall provide full-time services to the Village during his tenure and the Interim Manager and shall have no outside employment; however, all current business holdings and positions may be maintained during the term(s) of this Agreement.

7. Integration: This Agreement incorporates all communications, and terms and conditions of the negotiations of the parties and any amendment to this Agreement must be in writing and approved by a majority vote of the Village Council.

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VILLAGE OF PALMETTO BAY

BY _____
KARYN CUNNINGHAM
MAYOR

GREG TRUITT

ATTEST:

DONALD D. SLESNICK, ESQ.
COUNSEL FOR GREG PRUITT

MISSY AROCHA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

JOHN C. DELLAGLORIA
VILLAGE ATTORNEY

Exhibit “1”

Section 3.3 of the Village Charter: Powers and Duties of the Village Manager

The Manager shall:

- 1) Be responsible for the appointing, hiring, promoting, supervising and removing of all Village employees, except the Village Attorney and the Village Clerk. However, the Village Manager may not appoint any department director without first obtaining majority approval of the Council.
- 2) Direct and supervise the administration of all departments and offices but not Village boards or committees, unless so directed by the Council from time to time;
- 3) Attend Council meetings and have the right to take part in discussion but not the right to vote;
- 4) Ensure that all laws, provisions of this Charter and directives of the Council, subject to enforcement and/or administration by him/her or by employees subject to his/her direction and supervision, are faithfully executed;
- 5) Prepare and submit to the Council a proposed annual budget and capital program;
- 6) Submit to the Council and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year;
- 7) Prepare such other reports as the Council may require concerning the operations of Village departments, offices, boards and agencies;
- 8) Keep the Council fully advised as to the financial condition and future needs of the Village and make such recommendations to the Council concerning the affairs of the Village as s/he deems to be in the best interests of the Village;
- 9) Execute contracts and other documents on behalf of the Village as authorized by the Council;
- 10) Perform such other duties as are specified in this Charter or as may be required by the Council; and
- 11) Pursue the collection of all allowable fees and taxes and maximize financial reserves as is necessary to sustain the Village and the service levels requested by the citizenry. Periodically compare fee structure to similarly sized municipalities to ensure fair and appropriate pricing.