

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Chris Kovanes, Programs Administrator/797-1102

SUBJECT: Resolution

AFFECTED DISTRICT: Town wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL TO ENTER INTO AN AGREEMENT FOR THE APPOINTMENT OF CHRISTOPHER J. KOVANES AS THE INTERIM TOWN ADMINISTRATOR.

REPORT IN BRIEF: Section 6 of the Charter of the Town of Davie provides for the position of Town Administrator. On September 14, 2004 the Town Council accepted the resignation of the current Town Administrator and appointed Christopher J. Kovanes as the Interim Town Administrator.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: N/A

What account will funds be appropriated from:

RECOMMENDATION(S): Motion to approve this resolution

Attachment(s): contract

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL TO ENTER INTO AN AGREEMENT FOR THE APPOINTMENT OF CHRISTOPHER J. KOVANES AS THE INTERIM TOWN ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6 of the Charter of the Town of Davie, provides for the position of Town Administrator; and

WHEREAS, on September 14, 2004, Town Council accepted the resignation of the then Town Administrator; and

WHEREAS, on September 14, 2004 discussions were held with Christopher J. Kovanes regarding an appointment as Interim Town Administrator, to which position he was subsequently appointed; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor to execute an Agreement appointing Christopher J. Kovanes as Interim Town Administrator for the Town of Davie, Florida under the terms and conditions set forth in said agreement, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2004

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2004.

EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of October, by and between the Town of Davie, Florida, a municipal corporation (hereinafter "Davie") and Christopher J. Kovanes (hereinafter "Interim Town Administrator").

WITNESSETH

WHEREAS, the office of the Interim Town Administrator is a unique position created by the Charter of the Town of Davie, with responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, Davie desires to employ the services of Christopher J. Kovanes as Interim Town Administrator of the Town of Davie, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, as an inducement to employment, it is the desire of the Town Council to provide certain benefits, to establish certain distinct conditions of employment appropriate to the chief administrator of Davie, and to set working conditions of Interim Town Administrator; and

WHEREAS, Interim Town Administrator desires to accept employment as Interim Town Administrator of the Town of Davie; and

WHEREAS, Davie and Interim Town Administrator wish to formalize the terms of appointment as Interim Town Administrator.

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

Section 1. Duties:

Davie hereby agrees to employ Christopher J. Kovanes as Interim Town Administrator of the Town of Davie to perform the functions and duties specified in Section 6 of the Town Charter and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. Term.

A. The employment of the Interim Town Administrator shall be without definite term and shall continue until reassigned.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Interim Town Administrator at any time, subject only to the

provisions set forth in Section 3 of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Interim Town Administrator to resign at any time from his position with Davie, subject only to the provisions set forth in Section 4 of this agreement.

D. This agreement is retroactive to October 18, 2004.

Section 3. Termination and Severance Pay.

A. In the event Interim Town Administrator is terminated from the Town's employment without cause by the Council and provided that the Interim Town Administrator is willing and able to perform his duties under this agreement, then in that event, Davie agrees to pay Interim Town Administrator a sum equal to not more than six (6) month's aggregate salary, benefits and deferred compensation, payable as follows:

(1) A cash payment equal to four (4) months aggregate salary paid at time of termination;

(2) Commencing with the first pay period subsequent to termination, an additional severance paid periodically as payroll for a period not to exceed two (2) months.

Medical, dental and pension benefits shall continue until the expiration of twelve (12) months from termination or until Interim Town Administrator is employed by another employer, whichever occurs first. Interim Town Administrator shall also be compensated for all earned sick leave, vacation, holidays compensatory time, and other accrued benefits to date as provided for herein. In the event Interim Town Administrator is terminated for cause, Davie shall have no obligation to pay the aggregate or periodic severance sum designated in this paragraph, nor continue any of the benefits outlined herein. For purposes of this agreement, "for cause" shall mean conviction of any felony whatsoever or a misdemeanor directly relating to his power, duties, or privileges as Interim Town Administrator, violation of the Town Charter or any misdemeanor involving moral turpitude.

B. Davie shall give Interim Town Administrator sixty (60) days notice of termination of this Agreement without cause. Reassignment shall not be deemed a termination as contemplated under the terms of this provision.

C. Council may decide to return Interim Town Administrator to another administrative position subject to salary negotiations and agreement by both parties. Under such circumstances, the Interim Town Administrator will not be entitled to severance package set forth above.

Section 4. Resignation.

In the event Interim Town Administrator voluntarily resigns his position with Davie, then Interim Town Administrator shall give Davie thirty (30) days notice in advance, unless the parties

agree otherwise. The Interim Town Administrator shall be compensated for all earned sick leave, vacation, holidays, compensatory time and other accrued benefits to date.

Section 5. Disability.

If Interim Town Administrator is unable to perform his duties for a period of twelve (12) successive weeks beyond any unused leave, or for ninety (90) working days over a one hundred and twenty (120) working day period, Davie shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3(A).

Section 6. Salary

Davie agrees to pay Interim Town Administrator for his services rendered pursuant hereto an annual base salary of \$115,000.00, payable in installments at the same time that other management employees of Davie are paid. In addition, Davie agrees to increase base salary and/or benefits of Interim Town Administrator in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Interim Town Administrator. Cost of living increases shall be credited to base salary as any other executive/management employee.

Section 7. Performance Evaluation.

A. The Council shall review and evaluate the performance of the Interim Town Administrator at once annually. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below.

B. The Council and Interim Town Administrator may annually define goals and performance objectives that they determine necessary for the proper operation of the Town of Davie and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 8. Executive Days.

It is recognized that the Interim Town Administrator must devote a great deal of time outside the normal office hours to business in Davie, and to that end, Interim Town Administrator will be allowed to take seventeen (17) executive days each year.

Section 9. Automobile.

Interim Town Administrator's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Davie of an automobile provided to him by Davie.

Davie shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance and repair of said automobile. If the Interim Town Administrator chooses not to accept an automobile, then a \$400.00 car allowance will be set forth.

Section 10. Vacation and Sick Leave.

As an inducement to the Programs Administrator to accept the position of Interim Town Administrator for Davie, upon the effective date of this agreement, Interim Town Administrator shall be credited with all vacation leave and sick leave as accumulated in the previous position of Programs Administrator. Thereafter, Interim Town Administrator shall accrue twenty-five (25) vacation days per year. There shall be no maximum accrual of vacation or sick leave. In the event of voluntary separation or in the event of termination pursuant to Section 3(C) above, there shall be a payout of all accumulated vacation time, sick leave and compensatory time. In the event of involuntary termination without cause, Interim Town Administrator shall be paid 100% accumulated sick leave, vacation and compensatory time.

Section 11. Disability, Health and Life Insurance.

A. Davie agrees to put into force and to make required premium payments for Interim Town Administrator for a term life insurance policy in the amount of \$250,000.00 to the named beneficiary.

B. Davie agrees to provide medical, dental and disability insurance for Interim Town Administrator and his dependents in the same manner as currently being received.

Section 12. Pension.

Davie shall make the standard pension contribution as the management employees receive. Interim Town Administrator shall receive the managerial pension as described within the Town's pension plan retroactive back to October 1, 2003. If Interim Town Administrator is reassigned, he will receive the same managerial pension and benefits as other managerial staff receive. The Interim Town Administrator will also receive the same buy back option into the managerial pension plan as offered to other managerial employees retroactive back to October 1, 2003.

Section 13. Dues and Subscriptions.

Davie agrees to budget and pay for, on an annual basis, subject to annual review and appropriation, the professional dues and subscriptions of Interim Town Administrator, including ICMA dues, Civic Clubs or organizations, International City/County Manager Association, Florida City County Managers Association, necessary and desirable for his continued professional participation, growth and advancement, as well as state and county contractor and inspector licensing fees for the good of Davie.

Section 14. Professional Development.

Davie does hereby agree to budget for and to pay the travel and subsistence expenses of Interim Town Administrator for the professional and official travel pursuant to Davie's policy or practice, as the same now exists or may be hereafter modified. Interim Town Administrator shall be allowed at a minimum to attend the Annual ICMA conference, Florida League of Cities Annual Conference, the annual Florida City Managers Conference and annual contractor continuing education programs.

Section 15. General Expenses.

Davie recognizes that certain expenses of a non-personal and job related nature are incurred by Interim Town Administrator, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expenses vouchers, receipts, statements or personal affidavits. The amount of general expenses paid by Davie shall be approved by the Town Council during the annual budget process or at other such times as appropriate.

Section 16. Indemnification.

Davie shall defend, save harmless, and indemnify Interim Town Administrator to the extent allowed by law against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Interim Town Administrator's official duties as Interim Town Administrator.

Section 17. Bonding.

Town may require bonding of Interim Town Administrator and if so, Davie shall bear the full cost of any fidelity or other bonds required of the Interim Town Administrator under any law or ordinance.

Section 18. Other Terms and Conditions of Employment.

A. All provisions of the Town Charter and Code, and regulations and rules of Davie relating to vacation and sick leave, retirement and pension system contributions, holidays, tuition, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Interim Town Administrator as they would to other employees of Davie, except as herein provided or modified.

Section 19. General Provisions.

A. The text herein shall constitute the entire agreement between the parties and cannot be amended except by written document executed with the same formalities as the original.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Interim Town Administrator.

C. This agreement shall become effective commencing October 20, 2004.

D. If any provision of, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

F. The validity, construct and effect of this agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Town of Davie has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and the Interim Town Administrator has signed and executed this agreement, both in duplicate, the day and year first above written.

TOWN OF DAVIE, a municipal corporation

BY: _____
Thomas Truex, Mayor

Christopher J. Kovanes

Attest: _____
Russell Muniz, Town Clerk