



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA **SPECIAL VILLAGE COMMISSION MEETING**

VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

WEDNESDAY, MARCH 28, 2018
6:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. **CALL TO ORDER**

PLEDGE OF ALLEGIANCE

ROLL CALL

2. **RESOLUTION**

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER MARLEN MARTELL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE LABOR COUNSEL DAVID C. MILLER)**

- 1.) **Commission Action**

- B. **OATH OF OFFICE – VILLAGE MANAGER MARLEN MARTELL**

3. **ADJOURNMENT**



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MEMORANDUM North Bay Village

DATE: March 23, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: David C. Miller, Village Labor Counsel
Bryant Miller Olive 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER MARLEN MARTELL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DCM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

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RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER MARLEN MARTELL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE LABOR COUNSEL DAVID C. MILLER)

WHEREAS, on March 15, 2018, North Bay Village Commission appointed Marlen Martell as Village Manager; and

WHEREAS, the Village Commission desires to set forth benefits, establish certain conditions of employment, and set working conditions of Village Manager Marlen Martell; and

WHEREAS, Marlen Martell has accepted employment as North Bay Village Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1: **Recitals.** The foregoing recital is hereby confirmed and ratified as being true and the same is made a specific part of this Resolution.

Section 2: **Approval of Agreement.** The Employment Agreement between the Village and Marlen Martell, attached hereto as Exhibit "A," is approved.

Section 3. **Execution of the Agreement.** The Mayor is authorized to execute the Village Manager's Employment Agreement on behalf of the Village.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____ . The votes were as follows:

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

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PASSED AND ADOPTED this 28th day of March 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:



Bryant Miller Olive, P.A., Village Labor and
Employment Counsel

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VILLAGE MANAGER EMPLOYMENT AGREEMENT

This Village Manager Employment Agreement (“Agreement”) is entered into, by, and between North Bay Village (“Village”) and Marlen Martell (“Mrs. Martell”).

WHEREAS, the Village has conducted a search for an individual to employ as permanent Village Manager with the intent to fill that position; and

WHEREAS, Mrs. Martell has demonstrated that she is qualified for the position and the Village believes that she is qualified for the position; and

WHEREAS, the Village and Mrs. Martell desire to enter into the Agreement for Mrs. Martell to be employed as Village Manager.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, and intending to be legally bound, it is hereby agreed between the Parties as follows:

1. Recitations. The Parties agree that the Recitations above are true and correct to the best of their belief and acknowledge and incorporate them by reference as if fully set forth here.

2. Term. This Agreement shall become effective when executed by Mrs. Martell and duly adopted by resolution of the Village Commission. It shall expire one year from that date unless previously renewed or extended, or terminated as set forth herein, or upon the death of Mrs. Martell. If this Agreement is not renewed, extended, or terminated, it shall continue month to month on the same terms as then in effect.

3. Employment At Will. The Village agrees to employ Mrs. Martell and Mrs. Martell agrees to be employed in the position of Village Manager according to the terms set forth herein. Notwithstanding any other provision herein, Mrs. Martell will be employed at the will and pleasure of the Village Commission.

4. Duties And Powers. Mrs. Martell shall perform all the normal and customary duties and shall exercise all the normal and customary powers of the position including, but not limited to, those specific duties and powers enumerated in the Village Charter and such other appropriate duties as may be directed from time to time by the Village Commission. Mrs. Martell shall devote her full time and best efforts to these duties.

5. General Benefits. Unless otherwise specifically addressed in this Agreement, all benefits provided to management in the Management Benefits Policy, Policy 5-05 are extended to Mrs. Martell, Said Policy is attached hereto and incorporated herein as Exhibit “A”.

6. Salary.

a. The Village shall compensate Mrs. Martell for her services commencing upon the effective date of employment an initial base salary for the first year of service under this

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Agreement in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00), payable in accordance with the regularly scheduled method of compensation for other municipal employees of the Village.

b. For each year thereafter, Mrs. Martell shall receive the standard annual salary increase percentage amount which is granted to all other general employees of the Village.

c. The Village Commission shall review and evaluate the performance of Mrs. Martell annually at a time established by the Village Commission. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Village Commission and Mrs. Martell. Further, the Village Commission may provide Mrs. Martell with a summary written statement of the findings of the Village Commission and provide an adequate opportunity for Mrs. Martell to discuss her evaluation with the Village Commission. Based on the results of the annual evaluation, the Village Commission may, in its sole discretion, grant a merit salary increase and/or other benefits upon an affirmative vote of the majority of the Village Commission. Mrs. Martell may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of her current salary upon an affirmative vote of the majority of the Village Commission.

d. Except in those circumstances in which the Village Commission declares or receives notification from the Governor of a condition of financial emergency for the Village pursuant to Section 218.503, Florida Statutes, the Village shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Mrs. Martell. Further, Mrs. Martell will receive all other benefits which the Village provides to department directors in accordance with the Village's policies existing from time to time.

7. Florida Retirement System. Mrs. Martell shall receive FRS Senior Management Service Class level contributions from the Village.

8. Automobile. In lieu of the vehicle allowance as provided for in Exhibit "A" to this Agreement the Village shall provide Mrs. Martell with a vehicle allowance in the amount of Six Hundred Dollars (\$600.00) each month.

9. Dues and Subscriptions. The Village shall budget and pay for all reasonable and customary professional dues and subscriptions of Mrs. Martell which are 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 Village (i.e., I.C.M.A., FCCMA, FICPA, Floodplain Management certification and membership).

10. Travel. The Village shall budget and pay for the reasonable and customary travel and subsistence expenses of Mrs. Martell for professional and official travel and meetings and seminars adequate to continue the professional development of Mrs. Martell and to adequately pursue her necessary official and other functions for the Village. Such professional meetings may include the International City Management Association, Florida City and County

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Management Association, National League of Cities, Florida League of Cities, and Miami-Dade County League of Cities.

11. Insurance. The Village shall provide and make the required premium payments for health and hospitalization, major medical, disability, and dental insurance, for Mrs. Martell and her eligible dependents through the Village's group health, hospitalization, major medical, dental insurance and disability insurance program. Further, the Village shall contribute One Thousand Five Hundred Dollars (\$1,500.00) annually towards the cost of Mrs. Martell's existing life insurance policy.

12. Leave. Upon the effective date of this Agreement, the Village shall credit Mrs. Martell with four (4) weeks of vacation leave, three (3) weeks of sick leave. Further Village shall provide Mrs. Martell with three (3) additional personal days. Each year thereafter, Mrs. Martell will be credited with the same vacation, sick and personal days. However, beginning on Mrs. Martell's fifth year anniversary, vacation shall increase to five weeks per year.

13. Termination.

a. Notice. Either Party may terminate this Agreement upon written notice to the other Party.

b. Termination by Mrs. Martell. Upon termination of this Agreement by Mrs. Martell, payments to her shall be governed by the "Voluntary Separation" provision of the Management Benefits Policy.

c. Termination by the Village Without Cause. Upon termination of this Agreement by the Village without cause, the Village agrees to pay Mrs. Martell severance pay in an amount equal to twenty (20) weeks of salary, plus any accrued sick leave, vacation leave and other accrued benefits. The Village hereby expressly warrants and represents that said severance payments shall be paid to Mrs. Martell in a lump sum upon her termination or within thirty (30) days thereafter. In the event Mrs. Martell is terminated for the conviction of an illegal act or for misconduct as referenced in Section 215.425(4)(a)(2), Florida Statutes, the Village shall have no obligation to pay the twenty (20) weeks of severance pay which is designated herein.

d. Termination by the Village With Cause. Upon termination of this Agreement by the Village with cause, payments to Mrs. Martell shall be governed by the "Termination for Disciplinary Reasons" provision of the Management Benefits Policy. "Cause" means:

1. Per the Management Benefits Policy, conviction of a felony or a finding of guilt in a felony case in which adjudication has been withheld; or

2. Per the Management Benefits Policy, conviction or a finding of guilt and withholding of adjudication in a misdemeanor case involving moral turpitude; or

3. Conviction of a misdemeanor or entry of a plea of nolo contendere in a misdemeanor case involving dishonesty, fraud, theft, embezzlement, misappropriation, or like conduct; or

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4. Willful violation of the Village Charter, as determined by the Village Commission; or

5. Impairment by the use of any substance, including, but not limited to, alcohol, prescription or non-prescription drugs, or illegal or controlled substances to an extent that such use interferes with the performance of her duties or could tend to bring herself or the Village into disrepute, all as determined by the Village Commission, subject to applicable law; or

6. Inability to perform any essential function of the position, as determined by the Village Commission, subject to applicable law; or

7. Other cause, as determined by the Village Commission.

e. Remedy. The remedy for a determination that a termination for cause was made without cause shall be limited to payment of accrued leave, if any, that would have been payable pursuant to the Management Benefits Policy. Mrs. Martell expressly waives reinstatement as a remedy for a challenge under this Section 13.

14. Non-political commitment. Mrs. Martell recognizes that as Village Manager it would be inappropriate to be involved in Commission elections involving the Village. As a result, Mrs. Martell agrees to refrain from donating to any political individual or political action committee related to Village Commission elections.

15. Indemnification. The Village shall defend, save harmless and indemnify Mrs. Martell 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 Village Manager to the fullest extent authorized by applicable law.

16. Bonds. The Village shall pay the cost of any bonds required of Mrs. Martell under any law, ordinance or the Charter of the Village.

17. Notices. Notices hereunder shall be made by a signed writing delivered via certified mail as follows. Delivery shall be deemed complete when the notice is delivered to the Postal Service.

TO THE VILLAGE:

City Clerk
North Bay Village City Hall
1666 Kennedy Causeway, Third Floor
North Bay Village, Florida 33141

TO MRS. MARTELL:

Mrs. Marlen Martell
Current Address on Record With the Village

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18. Miscellaneous. This Agreement is the entire agreement of the Parties as to its subject matter and supersedes any and all other agreements, understandings, promises, or representations of any kind thereon, all of which are hereby agreed to be null and void. The Parties agree that, in entering into this Agreement, they have relied solely on the representations express herein and not on any other communication, representation, understanding, or promise of any kind, whether written or oral. This Agreement shall be construed and applied according to its plain language and not strictly against any Party, regardless of authorship. This Agreement and any disputes arising from it shall be governed by the laws of the State of Florida. **Any disputes arising from this Agreement shall be heard by a judge and not a jury** in a court of competent jurisdiction in Miami-Dade County, Florida. The Parties agree not to challenge such venue regardless of convenience or other basis for challenge. The prevailing party in any litigation arising from this Agreement shall be entitled to its costs, including reasonable attorney's fees. This Agreement may be modified only by a writing signed by all Parties. This Agreement may be signed in counterparts and all such counterparts shall constitute a single document. Electronically transmitted signatures shall be valid as originals.

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IN WITNESS WHEREOF, the Parties, knowingly and voluntarily and intending to be legally bound, do hereby execute and enter into this Agreement.

NORTH BAY VILLAGE

MRS. MARTELL

MAYOR CONNIE LEON-KREPS

MARLEN MARTELL

DATE

DATE

Approved as to legality and form only for
the benefit of North Bay Village



DAVID C. MILLER
Bryant Miller Olive P.A.

ATTEST:

VILLAGE CLERK YVONNE HAMILTON



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MEMORANDUM

North Bay Village

TO: Mayor Connie Leon-Kreps
Vice Mayor Andreana Jackson
Commissioner Jose R. Alvarez
Commissioner Laura Cattabriga
Commissioner Eddie Lim

FROM: Bert Wrains
Interim Village Manager

SUBJECT: Special Commission Meeting

DATE: March 23, 2018

Pursuant to §30.03 of the North Bay Village Code of Ordinances and the Commission Agenda Procedures, a Special Meeting of the Village Commission has been called for Wednesday, March 28, 2018 at 6:30 P.M. or as soon as possible thereafter at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida. The sole purpose of this meeting shall be to approve an Employment Agreement for the new Village Manager and administer the Oath of Office.

- 1. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER MARLEN MARTELL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**
- 2. OATH OF OFFICE – VILLAGE MANAGER MARLEN MARTELL**

If you have any questions regarding this matter, please let me know.

/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim