RESOLUTION NO. 2016-20

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR INTERIM VILLAGE MANAGER BETWEEN THE VILLAGE OF BISCAYNE PARK AND MARIA C. CAMARA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, effective April 29, 2016, the position of Village Manager will be vacant; and

WHEREAS, on April 11, 2016, the Village Commission appointed Maria C. Camara, currently the Village Clerk, as Interim Village Manager effective April 30, 2016, until the position of Village Manager is filled ; and

WHEREAS, Ms. Camara has and continues to provide dedicated service to the citizens of the Village of Biscayne Park; and

WHEREAS, the Village Commission finds it to be in the best interests of the residents of the Village to enter into an employment agreement with Maria C. Camara for the position of Interim Village Manager for the Village of Biscayne Park and Maria C. Camara has agreed to the terms of the agreement as presented.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The Village Commission of the Village of Biscayne Park authorizes the Mayor to execute the Agreement for Interim Village Manager between the Village of Biscayne Park and Maria C. Camara substantially in the form attached hereto as Exhibit "A".

Section 3. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED this 20th day of April, 2016.

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

The foregoing resolution upon being put to a vote, the vote was as follows:

Mayor Coviello: Yes
Vice Mayor Watts: Yes
Commissioner Anderson: Yes
Commissioner Jonas: Yes
Commissioner Ross: Yes

Agreement for Interim Village Manager

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of April, 2016 between the Village of Biscayne Park (the "Village") and Maria C. Camara (the "Employee"), pursuant to the following terms and conditions:

WHEREAS, the Village is organized under its Charter as a Commission-Manager form of government; and

WHEREAS, pursuant to the Village's Code of Ordinances, the day to day management of the Village is provided by a professional Village Manager; and

WHEREAS, effective April 29, 2016, the position of Village Manager for the Village of Biscayne Park will become vacant; and

WHEREAS, employee currently serves as Village Clerk since January 14, 2010, and during her tenure has served as Acting Village Manager during the Village Manager's absence, and as Interim Village Manager in 2013; and

WHEREAS, because of the Employee's unique knowledge and experience working with the Village Commission, staff, on-going projects, and the community, the Village desires to employ Employee as Interim Village Manager until such time a new Village Manager has been selected; and

WHEREAS, the Village desires for the Employee to resume her position of Village Clerk when a new Village Manager is in place.

NOW THEREFORE, in consideration of the mutual promises contained herein, and based upon the provisions set forth above, Village and Employee agree as follows:

Section 1: Duties and Authority

Employee shall serve as Interim Village Manager of the Village of Biscayne Park and have the authority to discharge those duties and responsibilities set forth in its Code of Ordinances.

Upon the appointment of a new Village Manager, Employee returns to her current position of Village Clerk.

Section 2: Term of Agreement

This agreement will go into effect on April 30, 2016, and will terminate on the start date of the newly appointed Village Manager.

Section 3: Hours and Compensation

During her employment, Employee shall devote such time, interest and effort to the performance of this Agreement as is necessary to duly carry out the duties and responsibilities of the position. Employee shall be paid a salary of $3,149.33 bi-weekly in accord with the Village's regular payroll cycle, and subject to withholding required by law. Contribution to the Florida Retirement System (FRS) will be calculated at the rate of 21.43% (HM/PM Senior Management Service Class).

Upon the appointment of a new Village Manager, Employee will return to her current salary as Village Clerk of $1,944.27 bi-weekly. Contribution to FRS will be calculated at the rate of 7.26% (RA/QA Regular).

Section 4: Expense Reimbursement

During the term of this agreement, Employee shall receive $60.00 monthly for a cell phone allowance.

Section 5: Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties hereto and can only be modified, amended or revoked with the express written consent of all the parties.

WHEREFORE, the Village and the Employee have caused this Agreement to be signed and executed the day and year first above written.

EMPLOYEE

Maria C. Camara

Maria C. Camara

VILLAGE OF BISCAYNE PARK, FL

David Coviello, Mayor

APPROVED AS TO FORM:

John J. Hearn, Village Attorney