

Sponsored by: City Council

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-10**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN MICHAEL H. PUTO TO SERVE AS THE ACTING CITY MANAGER; AUTHORIZING THE MAYOR AND CITY ATTORNEY TO FINALIZE THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXPEND BUDGETED FUNDS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Charter of the City of Marathon, Florida (the "City") establishes a Council-Manager form of government pursuant to which the City Manager is the Chief Administrative Office of the City; and

WHEREAS, the Charter of the City provides for filling of vacancies of the City Manager to be appointed by the City Council during a vacancy in such charter office; and

WHEREAS, the City Council desires to enter into an employment agreement with Michael H. Puto to serve as the Acting City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

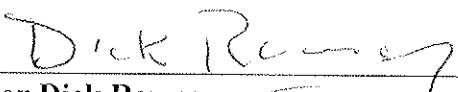
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Employment Agreement between Michael H. Puto and the City of Marathon, Florida (the "Agreement"), attached hereto as Exhibit "A", is approved. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 5th DAY OF FEBRUARY, 2014.

THE CITY OF MARATHON, FLORIDA



Mayor Dick Ramsay

AYES: Bull, Snead, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

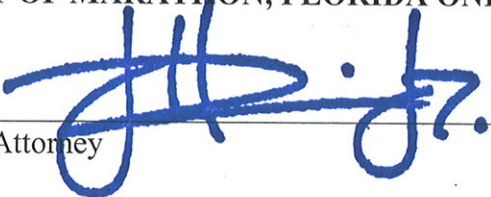
ATTEST:



Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**


City Attorney

EMPLOYMENT AGREEMENT
ACTING CITY MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 28th day of January, 2014, between the City of Marathon, Florida, a Florida municipal corporation, (the "City") and Michael H. Puto ("Puto" or "Acting City Manager").

RECITALS:

WHEREAS, Section 7 of the City Charter (the "Charter") requires that there shall be a City Manager or Acting City Manager, who shall be the Chief Administrative Officer of the City; and

WHEREAS, the City desires to employ the services of Puto as Acting City Manager and Puto wishes to be employed by the City as its Acting City Manager.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

1.1 The Acting City Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the City Code, Florida and Federal law.

1.2 The Acting City Manager shall carry out the policy directives of the City Council.

1.3 The Acting City Manager shall provide the City Council with a monthly report, which shall include a list of directives from the City Council and the status of achievement of the same.

1.4 The Acting City Manager shall devote the amount of time and energy that is necessary to perform his duties under this Agreement.

1.5 The Acting City Manager shall perform such other duties as may be assigned by the City Council from time to time.

Section 2. Salary.

2.1 The Acting City Manager shall receive a monthly salary in the amount of \$10,000.00, payable in equal installments in accordance with the City's existing pay periods. .

2.2 For purposes of this Agreement, the Acting City Manager's commencement of employment shall be January 30, 2014.

Section 3. Term.

3.1 The Acting City Manager shall be employed by the City as such until such time as

the City Council shall hire a City Manager, or such earlier time the City Council shall terminate this Agreement in accordance with Section 7 of the Charter.

Section 4. Holidays.

4.1 The Acting City Manager shall be entitled to such holidays as are recognized by the City.

Section 5. Automobile and Travel.

5.1 The Acting City Manager, at his discretion, may use a City vehicle in the performance of his duties and responsibilities as the City Manager. In the event the Acting City Manager uses a personal vehicle in the performance of his duties and responsibilities, Puto shall be reimbursed by the City at the rate established by resolution.

5.2 The City shall pay for the reasonable and customary travel expenses of Acting City Manager for meetings and seminars as annually budgeted by the City Council or as may be directed by the City Council.

Section 6. Equipment.

6.1 The City shall provide the Acting City Manager with the use of electronic equipment necessary for the Acting City Manager to perform his duties. Such equipment shall include a cellular telephone and such other electronic equipment as necessary for the Acting City Manager to utilize the City's computer network at all times and to maintain communication with the City's residents, City Council, and City staff at all times.

Section 7. Days.

7.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 8. Bonds.

8.1 The City shall pay for the cost of any bonds for the Acting City Manager that may be required pursuant to the City Charter or Florida law.

Section 9. Employment Exclusive.

9.1 The Acting City Manager shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Council.

Section 10. Termination of Acting City Manager.

10.1 This Agreement shall commence on January 1, 2014.

10.1 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Acting City Manager at any time.

10.2 In the event the City Council wishes to terminate City Manager, it shall do so in accordance with the provisions of Section 7 of the Charter.

Section 11. Conflict of Interest Prohibition.

11.1 The Acting City Manager shall not without the express prior approval of the City Council, 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.

11.2 The Acting City Manager shall abide by the provisions of Chapter 112, Florida Statutes, and the Code of Ethics pertaining to public employees.

Section 12. Miscellaneous Provisions.

12.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.2 Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the City Council with the same formality and with equal dignity herewith.

12.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

12.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

12.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Acting City Manager.

12.6 Governing Law. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in Monroe County, Florida.

12.7 Waiver of Jury Trial. Both the City and the Acting City Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

12.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a City Council meeting. Notice shall be sent as follows:

For the City: Mayor
City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

With a copy to: John R. Herin, Jr.
City Attorney
City of Marathon
GrayRobinson, P.A.
401 East Las Olas Blvd., Suite 1000
Telephone: (954) 761-8111
Facsimile: (954) 761-8112

For the City Manager: Michael H. Puto
Acting City Manager
City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

12.9 City Manager Position. Acting City Manager agrees and covenants that he will not apply for or seek employment by the City as its City Manager.

IN WITNESS WHEREOF, the City, by signature of the Mayor as authorized by Resolution No. 2014-10 adopted January 28, 2014, and Acting City Manager have signed and executed this Agreement the day and year first above written.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

ACTING CITY MANAGER



Michael H. Puto

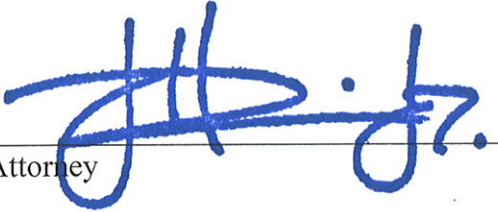
ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney