



NORTH BAY VILLAGE
EST. 1945

ITEM NO. 11.H

North Bay Village Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: A Resolution Amending the Village Manager's Employment Agreement - *Village Manager Ralph Rosado, PhD, AICP*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt resolution approving proposed amendment to contract.

BACKGROUND AND ANALYSIS

Please see the accompanying memo and the Miami-Dade Manager comparables spreadsheet.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

For the current FY the impact would be \$4,320 to be taken from Compensation Personnel (\$10,000 available in Line Item 001-19-519-1600)

PERSONNEL IMPACT

NONE

ATTACHMENTS

[Resolution Approving Amendment to Manager Ralph Rosado Employment Agreement.DOCX](#)
[Resolution Exhibit A - Amendment to Manager Ralph Rosado Employment Agreement - Agenda 050223.DOCX](#)
[Village Manager Employment Agreement 06-11-19](#)

Memo re Village Manager Contract Proposed Revisions.pdf
Manager Salary Benefits Comps.pdf

RESOLUTION NO. 2023-073

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 12, 2019, the North Bay Village (the "Village") Commission appointed Dr. Ralph Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and Dr. Rosado entered into an Employment Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager (the "Agreement"); and

WHEREAS, the Village Commission desires to amend the Agreement with Dr. Rosado as set forth in the First Amendment to Employment Agreement attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Village Commission approves the First Amendment and authorizes the Village Mayor to execute the First Amendment; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the First Amendment.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Mayor to execute the First Amendment in substantially the form attached hereto

as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

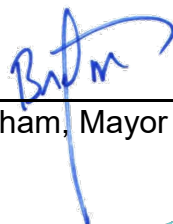
Section 4. Implementation. That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the First Amendment.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Streitfeld and upon being put to a vote, the vote was as follows:


Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 9th day of May, 2023.



Brent Latham, Mayor


ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

FIRST AMENDMENT TO VILLAGE MANAGER'S EMPLOYMENT AGREEMENT

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
RALPH ROSADO**

THIS FIRST AMENDMENT to the Employment Agreement (the “First Amendment”) is entered into as of this 9 day of May, 2023 (the “Effective Date of First Amendment”), by and between North Bay Village, a Florida municipal corporation, (the “Village”) and Ralph Rosado (hereinafter, the “Employee”). Collectively, the Village and the Employee are referred to as “Parties.”

WHEREAS, on February 12, 2019, the Village Commission appointed Employee as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Employee as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and the Employee entered into an Employment Agreement (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement by entering into this First Amendment; and

WHEREAS, the Village and the Employee wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Employee agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment to Section 3 of the Agreement.** Section 3 of the Agreement shall be amended as follows:

Section 3. Salary

* * *

C. The Village agrees to pay the Village Manager a one-time retention bonus of \$25,000.00 for five years of service, payable as follows: \$6,250 on February 12, 2024, \$6,250 on May 12, 2024, \$6,250 August 12, 2024, and \$6,250 on December 12, 2024.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

3. **Amendment to Section 4 of the Agreement.** Section 4 of the Agreement shall be amended as follows:

Section 4. Termination by the Village

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with section 3.02 of the Charter; provided, however, the Employee may be removed by the affirmative vote of no less than three Commission Members, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

* * *

D. Mutual Non-Disparagement. Upon termination of this Agreement, the Village Commission in office at the time of the Village Manager's termination agrees that it will not make or publish any disparaging or defamatory statements concerning the Employee. The Employee agrees that the Employee will not, during the term of his employment with the Village and for a period of two years after, make or publish any disparaging or defamatory statements concerning the Village or any Village Officials or Commission members. Notwithstanding the foregoing, nothing in this Agreement prohibits the Employee or the Village from responding accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena or other legal process, in any criminal, civil, or regulatory proceeding or investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain the Employee from exercising protected rights.

4. **Amendment to Section 11 of the Agreement.** Section 11 of the Agreement shall be amended as follows:

Section 11. Health, Dental, Life, Disability, and Professional Insurance

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, ~~capped at \$20,000 per year retroactive to October 1, 2022.~~ Such payment will be made in equal installments in conjunction with the Village's regular pay periods.

* * *

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

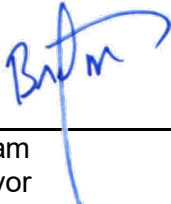
7. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.
8. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.


[Remainder of page intentionally left blank. Signature page follows.]

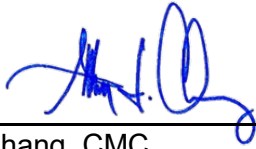
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year as first stated above.

NORTH BAY VILLAGE


EMPLOYEE

By: 
Brent Latham
Village Mayor

By: 
Dr. Ralph Rosado, Ph.D., AICP

Attest:
By: 
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

North Bay Village
Attn: Brent Latham, Village Mayor
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)