

CITY OF GREENACRES
COUNCIL AGENDA MEMO
2016.01JS1.01

TO: Mayor and City Council

FROM: James D. Stokes, City Attorney

SUBJECT: Resolution No. 2016-05
City Manager Employment Agreement
City Council Agenda Item for 01-04-16

DATE: December 30, 2015

COPIES: Thomas J. Lanahan, Acting City Manager
Denise McGrew, City Clerk

Background:

On October 19, 2015, the office of the City Manager became vacant with the involuntary separation of Mr. Wadie Atallah. Pursuant to the City Charter, Article VIII, Section 2, the executive and administrative operations of the City are to be managed by a City Manager who is appointed by the City Council.

On October 22, 2015, the City Council directed the advertisement for a new City Manager. In addition to posting the advertisement on the front page of our own City website, an advertisement was run through the Florida Association of Counties (FAC), the Florida League of Cities (FLC), the Florida City and County Management Association (FCCMA), and the International City Managers Association (ICMA).

Forty-three (43) submissions were received from individuals interested in serving as our City Manager. No screening by staff was completed and all forty-three resumes were presented to Council. During a special meeting on November 30, 2015, the Council established a short list of six (6) candidates. These six candidates were invited to interview with the Council, five (5) of whom accepted.

During a special meeting on Saturday, December 12, 2015, the Council interviewed the five candidates. Subsequent to the interviews, the City Council reduced the list to two (2) finalists, with directions to myself to begin background investigations on both, and to begin negotiations with the first of the two (2) finalists. Councilwoman Dugo was designated as the Council representative for the negotiations. Ms. Dugo and I met with the first candidate on December 14, 2015, to begin the process.

At the regular meeting on December 21, 2015, I reported to Council the status of the background investigations and contract negotiations. Based upon my recommendation that we send a background investigator to Georgia because of concerns which had arisen in the first candidate's work history, the Council chose to proceed to the second finalist. Ms. Dugo and I met with the second finalist on December 22, 2015.

Analysis:

The background investigation on Ms. McCue revealed no concerns. She has worked for the same governmental entity for over eleven years and is still currently employed. Her personnel record from Lancaster County indicates that she has consistently had good working relationships with her elected officials as well as her subordinates. All other pre-employment screening has returned favorable.

The employment agreement which has been distributed to the Mayor and each member of Council reflects the agreement which was negotiated with Ms. Dugo. It reflects a base salary of \$137,000, which is \$8,000 less than the minimum advertised salary range. In addition to the base salary, however, are executive benefits including a contribution in a deferred compensation account. I received and reviewed numerous City Manager contracts from across Palm Beach and Broward Counties in order to make Ms. McCue's compensation package comparable to other City Managers.

Ms. McCue has agreed to immediately make herself available to consult with senior staff and Council as needed, and a City email address has been established for that purpose. Ms. McCue's first day on-the-job, in City Hall, will be February 8, 2016.

Financial:

There is no financial impact as employment of a City Manager is required by City Charter and is provided for in the annual budget.

Legal:

The employment agreement meets all legal requirements. The Manager will serve at the pleasure of the Council and can be removed at any time. If terminated without cause, the City will be responsible for paying six (6) months salary and benefits as severance pay. If terminated with cause, no such severance will be payable. Ms. McCue must give the City two (2) months notice if she intends to resign.

Staff Recommendation:

It is recommended that the employment agreement with Ms. McCue be approved.



James D. Stokes
City Attorney