

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 604

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY ("MCRA"), AMENDING RESOLUTION NO. 438 AND DESIGNATING JEFFREY ORIS, AS THE EXECUTIVE DIRECTOR, AND CALE CURTIS AS DESIGNEE IN THE ABSENCE OF JEFFREY ORIS; APPROVING THE EMPLOYMENT AGREEMENT WITH JEFFREY ORIS AS EXECUTIVE DIRECTOR, A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR A COMMENCEMENT DATE FOR THE DESIGNATIONS CONTAINED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA") hereby amends MCRA Resolution No. 438 and designates Jeffrey Oris, as the Executive Director, and Cale Curtis, as Designee, in the absence of Jeffrey Oris.

SECTION 2: That the Board of the Margate Community Redevelopment Agency hereby approves the Employment Agreement with Jeffrey Oris for the position of Executive Director. A copy of the Employment Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3: That this commencement date of the designations contained herein shall become effective as of July 22, 2019.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 15th day of July, 2019.



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Chair Tommy Ruzzano

RECORD OF VOTE

Arserio	YES
Schwartz	YES
Simone	YES
Caggiano	YES
Ruzzano	YES

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into on this 15 day of July, 2019, by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "MCRA", and JEFFREY ORIS, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the MCRA desires to employ the services Jeffrey Oris, as Executive Director of the Margate Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

WHEREAS, it is the desire of the MCRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

WHEREAS, Employee desires to accept employment as Executive Director of the Margate Community Redevelopment Agency under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Section 1. Duties.**

The MCRA hereby agrees to employ said Employee as the Executive Director of the Margate Community Redevelopment Agency to perform the functions and duties specified in Exhibit "A", which is attached hereto, and incorporated herein by reference, Chapter 163, Part III, Florida Statutes and other relevant applicable ordinances of the City of Margate, Florida, and to perform other such legally permissible and proper duties and functions, consistent with the

office of the Executive Director, as the Board of Commissioners of the MCRA shall from time to time assign.

## Section 2. Term.

A. This Agreement shall become effective and the term of employment shall commence on the July 22, 2019, (the “Effective Date”), and shall continue up to and including January 22, 2020, unless earlier terminated by either party pursuant to the termination provisions contained in this Agreement. The MCRA and Employee may agree to renew this Agreement for additional terms subject to the execution of a written amendment to this Agreement approved by the MCRA Board of Commissioners.

B. The Employee shall devote a minimum of twenty (20) hours per week on matters related to the MCRA. In the event the Employee works more than twenty eight (28) hours per week for four (4) consecutive weeks on MCRA matters, the parties agree to negotiate, in good faith, an amendment to this Agreement with respect to the required hours of Employee’s work and hourly rate of pay.

C. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the MCRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 11, of this Agreement.

D. The MCRA Board of Commissioners shall evaluate the Employee’s performance at their November, 2019 meeting, for purposes of any adjustment or amendment to this Agreement.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the MCRA, subject only to the requirements and provisions set forth in this Employment Agreement.

### Section 3. Salary.

The MCRA agrees to pay Employee for services rendered commencing upon the date of the execution of this Agreement at an hourly rate of Seventy and 00/100 (\$70.00) per hour, payable bi-weekly, at the same time as other employees of the MCRA are paid. The Board of Commissioners of the MCRA shall engage in a performance evaluation of the Employee no later than January 15, 2020.

### Section 4. Computer, Phone, Equipment.

The MCRA shall provide the Employee with an office to permit the Employee to perform his job duties and responsibilities. The office shall include a laptop computer and general office equipment for the Employee's use for performing his duties as Executive Director. The MCRA shall provide the Employee with an \$80.00 monthly mobile phone allowance to conduct MCRA business.

### Section 5. Travel, Automobile Expense Reimbursement.

The Employee's duties require that he utilize an automobile during his employment by the MCRA, and travel to certain events and seminars. To that end, the MCRA shall reimburse Employee for mileage and tolls for the use of his automobile, and reasonable travel expenses for MCRA related business. The Employee shall be responsible for all operating repairs and maintenance expenses with respect to such automobile and the MCRA's sole obligation shall be for the above stated reimbursement for mileage and tolls. All reimbursement for MCRA related

travel shall be consistent with all City of Margate, MCRA, and State of Florida statutes, rules, and regulations.

#### Section 6. Professional Development.

The MCRA hereby agrees to budget for and pay the appropriate professional membership expenses, and the reasonable and necessary travel and subsistence expenses of the Employee to attend professional conferences and seminars (e.g. FRA, IEDC, ICSC).

#### Section 7. Outside Employment; No Conflicts.

Employee shall be entitled to perform consulting work for other clients so long as the representation of the clients does not conflict with his duties and responsibilities as the MCRA Executive Director, the goals and objectives of MCRA, or the City of Margate.

#### Section 8. Termination.

This Employment Agreement may be terminated by either party, at anytime, provided that in the event of termination by the Employee thirty (30) calendar days advance written notice shall be given the MCRA.

#### Section 9. Indemnification.

The MCRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Margate in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Margate, Florida.

#### Section 10. Physical/Health.

The Employee certifies that he is in good health and is fully capable of carrying out the duties and responsibilities of the position of Executive Director.

#### Section 11. Other Terms and Conditions of Employment.

The MCRA Board of Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

#### Section 12. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

MCRA:       Margate Community Redevelopment Agency  
              General Counsel  
              3099 E. Commercial Blvd., Suite 200  
              Fort Lauderdale, FL 33308  
              Telephone No. (561) 276-9400  
              Facsimile No. (561) 771-4923

Employee:   Jeffrey Oris  
              5062 NW 45th Ave,  
              Coconut Creek, FL 33073  
              Telephone No. (954) 290-4152

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 13. General Provisions.

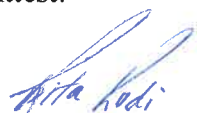
- A.     The text herein shall constitute the entire agreement between the parties.
- B.     This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. Any items, matters, or obligations not specifically addressed in this Agreement shall be governed by the terms and provisions of the applicable Human Resources Policies and Procedure Manual as may be amended from time to time.

D. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Margate Community Redevelopment Agency, Margate, Florida, has caused this Agreement to be signed and executed on its behalf by the MCRA Chair, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:

  
Print Name: RITA KODI

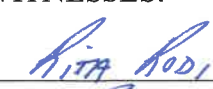

MARGATE COMMUNITY  
REDEVELOPMENT AGENCY


By:   
Print Name: TOMMY RUZZANO  
Title: CHAIR

Approved as to form:

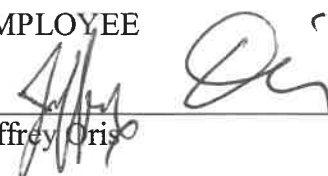
  
DAVID N. TOLOS

WITNESSES:

  
  
Print Name

  
NANCY L. POPICK  
Print Name

EMPLOYEE

  
Jeffrey Oris

# **CITY OF MARGATE, FLORIDA JOB DESCRIPTION**

## **JOB TITLE: EXECUTIVE DIRECTOR - COMMUNITY REDEVELOPMENT AGENCY**

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### **GENERAL STATEMENT OF JOB**

The Community Redevelopment Agency (CRA) Executive Director is responsible for the management and administration of the operations of the Agency. The Executive Director is a highly responsible position that oversees a wide variety of redevelopment and economic development activities that include fiscal operations, policy making, capital project administration, CRA program management, redevelopment plan implementation, property acquisition, business incentives, new business development, business attraction and retention, special events and activities as well as oversees the management and maintenance of CRA-owned and maintained properties. This position also involves extensive contact with government officials, public and private agencies, advisory boards, City staff, and the business community.

### **ESSENTIAL FUNCTIONS**

**The following duties and functions, as outlined herein, are intended to be representative of the type of tasks performed within this position. They are not listed in any order of importance. The omission of specific statements of the duties or functions does not exclude them from the position if the work is similar, related, or a logical assignment for this description. Other duties may be required and assigned.**

The Executive Director is responsible for carrying out the policies established by the five member CRA Board which oversees the renewal and redevelopment of the CRA District

Oversees the day-to-day agency operations

Provides management and oversight of assigned projects as well as supervision and coordination of projects assigned to other staff

Develops, recommends and implements programs, policies and strategies to carry out CRA goals and objectives

Manages the progress of infrastructure projects in the CRA District to ensure compliance with schedules and budgets

Responsible for capital project planning and the preparation of the annual budget

Coordinates with other public and private entities related to the redevelopment effort

Ensures that programs, projects, and plans are carried out in accordance with City ordinances, applicable federal and state laws, and approves redevelopment and development plans

Oversees business grant programs for the CRA

Develops strategies and programs designed to stimulate responsible commercial and industrial activities in the CRA

Directs the implementation of economic development programs and planned activities and projects as outlined in the Redevelopment Plan



**City of Margate, Florida - EXECUTIVE DIRECTOR - COMMUNITY REDEVELOPMENT  
AGENCY**

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Meets with development professionals, City staff and the public regarding redevelopment activities

Responsible for hiring of CRA employees, agents, consultants, experts, legal counsel, as provided for in the annual budget

Responsible for the purchase, sale, and disposition of real property in the CRA

Represents the CRA at various meetings and functions and makes presentations to boards, committees and the public

Coordinates the downtown development and responsible for marketing the CRA District

Supervises the execution of the Redevelopment Plan pursuant to Chapter 163, Part III, Florida Statutes

Other duties as assigned from time to time by the CRA Board

Performs other related duties as assigned

**MINIMUM TRAINING AND EXPERIENCE**

Bachelor's degree from an accredited college or university with a major in Public Administration, Business Administration, Urban Planning, Finance, Construction Management or closely related field. Master's Degree preferred. Florida Redevelopment Association certification desirable. Five (5) years of progressively responsible redevelopment experience in urban planning, real estate development, project coordination, or economic development is required, including at least three (3) years of supervisory experience. Municipal government experience preferred.

**MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL  
JOB FUNCTIONS**

Physical Requirements: Tasks involve some walking, standing; some lifting and carrying objects of light to moderate weight (5-15 pounds).

Data Conception: Requires the ability to compare and/or judge the readily observable, functional or composite characteristics (whether similar to or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes giving and receiving instructions, assignments and/or directions.

Language Ability: Requires the ability to read a variety of materials relevant to government, legal, and/or city administration operations.

Intelligence: Requires the ability to draw valid conclusions in task processing and prioritization. Requires the ability to apply principles of rational systems.

Verbal Aptitude: Must communicate efficiently and effectively in standard English. Must speak with poise, confidence, and voice control. Requires the ability to provide oral presentations.

Numerical Aptitude: Requires the ability to add, subtract, multiply and divide; calculate decimals and percentages; utilize descriptive statistics.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width, and shape and visually read various information.

Motor Coordination: Requires the ability to coordinate hands and eyes accurately in handling, sorting, and filing documents.

Manual Dexterity: Requires the ability to utilize a variety of modern office equipment. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: May not require the ability to differentiate between colors or shades of color.

Interpersonal Temperament: Requires the ability to deal with people from a variety of departments in both giving and receiving instructions. Must be able to perform under stress of frequent deadlines.

Physical Communication: Requires the ability to talk and/or hear; (talking: expressing or exchanging information by means of spoken words; hearing: perceiving nature of sounds by ear).

Environmental Requirements: Tasks are regularly performed without exposure to adverse environmental conditions, e.g. dirt, cold, rain, fumes.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

Advanced knowledge of principles, practices, methods and theories of planning community redevelopment as it relates to municipal community development, including strategic planning, finance, business development, acquisition sourcing, and government contracting.

Advanced knowledge of Florida Redevelopment law, specifically F.S. Chapter 163, the Community Redevelopment Act.

Advanced knowledge of laws, ordinances, regulations and statutes that govern urban planning functions.

Advanced knowledge of community redevelopment functions, growth management and land development legislation.

Ability to resolve problems or situations that require the exercise of sound judgment.

Advanced knowledge of the principles and practices of public administration, including budget preparation and personnel management.

Advanced knowledge of the Florida Building Code requirements.

Exceptionally skilled in preparing clear and concise written reports.

Advanced skill in interpreting and implementing policies and procedures.

Skilled in developing and managing project budget, budget analysis and financial principles

Advanced knowledge of accounting, accounts management, and fundraising

Advanced skills in Microsoft Office Suite.

Ability to plan, assign, direct and review the work of others in a manner conducive to full performance and compliance with established code, ordinance, statutes and regulatory standards applicable to the work.

Ability to review, understand and render opinions and recommendations regarding ordinances, land development legislation, codes, special requests and applications, or other information as may be determined.

Ability to establish and maintain effective working relationships with internal and external customers, as well as governing and appointed authorities.

Ability to communicate professionally verbally, in writing, and in presentations.

Ability to provide excellent customer service to internal and external customers, including coworkers, management, elected officials and residents.

## **EQUAL OPPORTUNITY EMPLOYER**

The City of Margate, Florida, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act (42 U.S. C. 12101 et. seq.), the City of Margate will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer. The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job.