

RESOLUTION No. 2009-113-1058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EMPLOYMENT AGREEMENT WITH SONJA K. DICKENS AS CITY ATTORNEY; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER AND CITY ATTORNEY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City incorporated in 2003, and has grown tremendously over the past 6 years, and

WHEREAS, since February 2004, Sonja K. Dickens has served as the City Attorney, and

WHEREAS, in the last budget cycle, the City Council requested that the City Attorney and City Manager determine the feasibility of bringing the City Attorney's office "in house" to the City, and

WHEREAS, the City Council has been presented with information regarding the cost of bringing the City Attorney's office in-house and has determined that doing so is feasible and would be a benefit to the City and its residents, and

WHEREAS, the City Council has determined that it would like to bring Sonja K. Dickens, in-house on a full time basis, and would like to expand the City Attorney's office with the addition of another attorney in order to provide better service to the City and it's residents, and

WHEREAS, the City Council would like to approve an Agreement with the Sonja K. Dickens and would like to direct that the City Attorney and City Manager take all steps in order to bring the City Attorney's office in-house,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the Mayor and City Clerk to execute and attest, respectively, that certain Employment Agreement with Sonja K. Dickens, City Attorney, a copy of which is attached hereto as Exhibit A.

Section 3. DIRECTION: The City Attorney and City Manager are hereby directed to take all steps necessary to bring the City Attorney's office in-house.

Section 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 10, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: SHIRLEY GIBSON, MAYOR

MOVED BY: Mayor Gibson
SECOND BY: Councilman Gilbert

VOTE: 7-0

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2009		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
Funding Source:	FY 09-General Fund FY10 - CA Budget		Advertising Requirement: <small>(Enter X in box)</small>		Yes		No
						X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:				
	X						
Sponsor Name	Shirley Gibson		Department:	Law			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EMPLOYMENT AGREEMENT WITH SONJA K. DICKENS AS CITY ATTORNEY; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER AND CITY ATTORNEY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Sonja K. Dickens has diligently served as the City Attorney since February 2004, in an outside capacity. During that time, the City has expanded greatly. The City's services to its citizens have increased and the City's employment based had grown enormously. During the last budget cycle, the City Council requested that the City Attorney and City Manager determine the feasibility of bringing the City Attorney's office "in house" to the City, so that the City would have the services of the City Attorney on a full time basis. The City Council has determined that it would like to engage the services of Sonja Dickens full-time and would like to expand the City Attorney's office with the addition of another attorney in order to provide better service to the City and its residents.

Proposed Action:

Approve the Agreement attached hereto and direct that the City Manager and City Attorney take all steps necessary to bring the City Attorney's office in-house.

Attachment:

Agreement attached hereto as Exhibit "A."

EMPLOYMENT AGREEMENT

This agreement is made and entered into this 10th day of June, 2009, between the City of Miami Gardens, Florida (hereafter the "City") and Sonja K. Dickens, pursuant to the following terms and conditions ("Agreement");

Whereas, the City wishes to employ the services of Sonja K. Dickens, as the City Attorney of the City of Miami Gardens (hereinafter "City Attorney"); and

Whereas, City Attorney wishes to accept employment as City Attorney of said City under terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and City Attorney agree to the following:

SECTION 1. DUTIES

A. The City Attorney will perform the duties and exercise powers as prescribed in the City Charter, and perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

B. The City Attorney shall perform the all duties in a professional and respectable fashion and with full decorum required of attorneys as required by the Florida Bar. The City Attorney recognizes that the position of City Attorney is not an hourly-type employment and agrees to devote the amount of time and energy, which is reasonable necessary for the City Attorney to fully perform the duties required under this Agreement. Thus, the City Attorney shall work as required in order to carry out her responsibilities. The City Council agrees to provide the City Attorney with the required personnel and equipment necessary for the successful fulfillment of her duties.

SECTION 2. TERM OF AGREEMENT AND COMMENCEMENT DATE

A. The term of this agreement shall commence on the date of execution by the parties, and shall continue until terminated, in accordance with Article 3.7 of the Charter of the City of Miami Gardens. The City Attorney shall serve at the pleasure of the City Council.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of City Attorney at any time, subject only to the provisions set forth in SECTION 10 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign at any time from the position of the City Attorney, subject only to the provisions set forth in SECTION 10 of this Agreement.

D. City Attorney agrees to provide full and complete legal services to the City. However, the City Attorney may provide legal services unrelated to the City of Miami Gardens, so long as such legal services, do not conflict with her employment as City Attorney, does not impact in any manner her duties and responsibilities as City Attorney, and is approved by the City Council or such person as the Council shall designate. The City Attorney shall be permitted to perform pro bono legal services and non-legal services, i.e. teaching, without the prior consent of the City Council, so long as these services do not affect her duties and responsibilities as the City Attorney.

SECTION 3. SALARY

A. The initial annual base salary of the employee shall be \$185,000.00, which shall be payable in bi-weekly installments at the same time that other employees of the City are paid.

B. The City Council agrees to determine any adjustment in annual salary and/or benefits, based upon performance, at least once annually, during the City's Annual Budget process.

C. In addition to the annual salary adjustment based upon performance, the City Attorney shall receive an annual cost-of-living adjustment effective the first pay period of the new fiscal year, if approved for all full-time city employees during the adoption of the budget.

SECTION 4. AUTOMOBILE ALLOWANCE AND COMMUNICATION EQUIPMENT

A. The City Attorney requires the use of an automobile in the furtherance of her duties. The City shall pay City Attorney a monthly automobile allowance in the amount of \$500.00 for use of her private automobile. The City agrees to pay the City Attorney a \$150.00 cell phone stipend to be paid monthly in bi-weekly installments.

SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The City shall contribute into the Florida Retirement System (FRS) on behalf of the City Attorney, in the amount equivalent to the senior management rate contributed to the FRS for other employees. If City Attorney desires to participate in the ICMA Deferred compensation programs, the City agrees to contribute into the ICMA deferred compensation programs on behalf of the City Attorney at the same level as it does for all other employees.

SECTION 6. LIFE INSURANCE AND DISABILITY INSURANCE

A. Life Insurance. The City shall pay the premiums for basic life insurance coverage at the City Attorney's salary level set forth in this agreement.

B. Disability. The City shall pay the premiums for disability coverage for the City Attorney upon commencement of employment contract. At such time as a disability plan is established for the City, the City Attorney shall be included in that coverage.

SECTION 7. HEALTH-DENTAL AND VISION COVERAGE

The City agrees to provide the City Attorney and her dependents with full family coverage (if applicable) for health, hospitalization, dental and vision care, as may be provided to any appointed employee or other employees.

SECTION 8. VACATION, PERSONAL LEAVE, SICK LEAVE AND HOLIDAYS

Commencing upon employment, the City Attorney shall be credited with 32 days of personal leave. Henceforth, the City Attorney shall be entitled personal days at a rate of 32 days annually. In the event of a long-term illness during the first year of employment, the City shall pay Employee salary for the period of time uncovered by personal leave, prior to any disability policy taking effect. In no event shall employee be entitled to receive compensation for more than 960 hours of accrued, unused personal time, upon termination of this agreement.

SECTION 9. PROFESSIONAL EXPENSES AND DEVELOPMENT

A. Subject to City policy and State law, the City agrees to pay the reasonable professional expenses, dues and subscriptions of City Attorney necessary for conduct of City business and for her continuation and participation as a member in national, state and local professional organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

B. Subject to City policy and applicable law, the City agrees to pay the travel and subsistence expenses of City Attorney for reasonable professional and official travel, meetings and occasions adequate to continue the professional development of City Attorney and to adequately pursue necessary official and other functions of the City, including but not limited to the Annual Conference of Florida Municipal Attorneys and other bar association conferences.

SECTION 10. TERMINATION AND SEVERANCE

A. In the event that the City terminates the City Attorney, without "cause", as defined below, the City agrees to pay the City Attorney in accordance with her salary at the time of termination, for a minimum period of nine (9) months beyond any accumulated personal leave.

B. In the event that the City Attorney voluntarily resigns her position, the City Attorney shall give the City sixty (60) days notice in advance, unless the parties otherwise agree in writing. In the event of resignation, severance pay as outlined above shall not be payable.

C. In the event that the City Attorney is terminated "for cause", which shall be defined as acts of fraud, moral turpitude or conviction of any criminal act (except for minor traffic infractions), severance as outlined above shall not be payable.

SECTION 11. OTHER CUSTOMARY BENEFITS

The City shall afford the City Attorney the right to participate in any other benefits or working conditions as provided for by administrative and Senior Management employees of the City.

SECTION 12. INDEMNIFICATION

The City shall defend, save harmless and indemnify the City Attorney against any tort, professional liability claim or demand of other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in connection with the performance of the City Attorney's duties. The City, or its insurance carrier, will pay or settle any such claim or judgment rendered thereon.

SECTION 13. MISCELLANEOUS

A. 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 the parties agree that there are no commitments, agreements, 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 predicted upon any prior representations or agreements, whether oral or written.

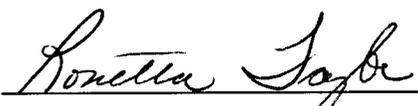
B. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and dignity herewith.

C. 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 portions thereof, shall not be affected and shall remain in full force and effect.

D. 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 the party.

E. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the City Attorney.

F. Florida Law. This Agreement shall be governed by Florida Law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.



RONETTA TAYLOR, CITY CLERK

Dated: 6/11/2009

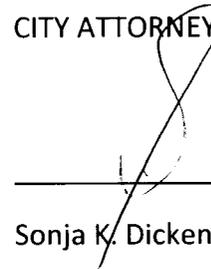
CITY OF MIAMI GARDENS BY ITS
CITY COUNCIL



Shirley Gibson, Mayor

Date: 6/11/09

CITY ATTORNEY



Sonja K. Dickens

Date: 6/11/09

