

RESOLUTION No. 2008-179-866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND RONETTA TAYLOR, MMC, AS CITY CLERK FOR THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED AT EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE

WHEREAS, since the inception of the City, Ronetta Taylor, has served as the City Clerk, and

WHEREAS, Ms. Taylor has served the City without a written contract up until this time, and

WHEREAS, Ms. Taylor is a charter employee of the City Council, and as such it is appropriate that she work pursuant to a written contractual arrangement with the City Council, and

WHEREAS, the City Council would like to enter into the attached Agreement with Ronetta Taylor for her services,

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 Mayor is hereby authorized to execute that certain Employment Contract between the City of Miami Gardens and Ronetta Taylor, MMC, a copy of which is attached hereto as Exhibit A,

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Employment Contract between the City of Miami Gardens and Ronetta Taylor, MMC, with one to be maintained by the City; with one to be delivered to Ronetta Taylor and with one to be directed to the Office of City Attorney.

Section 4: EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT A SPECIAL MEETING HELD ON SEPTEMBER 24, 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by City Attorney, Sonja K. Dickens

SPONSORED BY: COUNCILMAN OLIVER G. GILBERT, III

Moved by: Councilman Gilbert
Seconded by: Vice Mayor Watson

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 André Williams	<u> X </u> (Yes)	_____ (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	_____ (No)
Councilman Oliver G. Gilbert III	<u> X </u> (Yes)	_____ (No)

EMPLOYMENT CONTRACT

This agreement is made and entered into this 24th day of SEPT, 2008, between the City of Miami Gardens, Florida (hereafter the "City") and Ronetta Taylor, MMC, pursuant to the following terms and conditions ("Agreement");

Whereas, the City wishes to employ the services of Ronetta Taylor, MMC as the City Clerk of the City of Miami Gardens (hereinafter "City Clerk"); and

Whereas, City Clerk wishes to accept employment as City Clerk 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 Clerk agree to the following:

SECTION 1. DUTIES

A. The City Clerk 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 Clerk shall perform the all duties in a professional and respectable fashion and with full decorum required of City Clerks generally and as required by the standards and Code of Ethics of the International Institute of Municipal Clerks. The City Clerk recognizes that the position of City Clerk is not an hourly-type employment and agrees to devote that amount of time and energy, which is reasonable necessary for the City Clerk to fully perform the duties required under this Agreement. Thus, the City Clerk shall work as required in order to carry out her responsibilities.

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 3.6 of the Charter of the City of Miami Gardens, by the City Council or by the City Clerk. The City Clerk 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 Clerk 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 Clerk to resign at any time from the position of the City Clerk, subject only to the provisions set forth in SECTION 10 of this Agreement.

D. City Clerk agrees to remain in the exclusive employ and neither to accept other employment nor to become employed by any other employer. The term "employed" shall not be construed to include teaching, writing or military reserve service performed on City Clerk's time off. Moreover, the City Clerk may be permitted to do consulting work with the approval of the City Council.

SECTION 3. SALARY

A. The initial annual base salary of the employee shall be \$97,667.70, 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 evaluate the performance of the City Clerk to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of this Agreement. Any adjustments in said annual salary and/or benefits should be based upon the results of the performance evaluation, within the sole discretion of the City Council.

C. In addition to the annual salary adjustment based upon performance, the City Clerk 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 Clerk requires the use of an automobile in the furtherance of her duties. The City shall pay City Clerk a monthly automobile allowance in the amount of \$200.00 for use of her private automobile.

SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The City shall continue to contribute into the Florida Retirement System in the amount applicable with Senior Management category. If City Clerk desires to participate in the ICMA Deferred compensation programs, the City agrees to execute all necessary documents or agreements provided by the ICMA Retirement Corporation and contribute into the ICMA deferred compensation programs on behalf of the City Clerk at the Senior Management category level provided at the applicable level provided by ICMA.

SECTION 6. LIFE INSURANCE AND DISABILITY INSURANCE

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

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

SECTION 7. HEALTH-DENTAL AND VISION COVERAGE

The City agrees to provide the City Clerk with full family coverage (if applicable) for health, hospitalization, dental and vision care as may be provided to other employees of the City.

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

Henceforth, the City Clerk shall be entitled to holidays and personal days at the same rate as the Senior Management Category for the City. In no event, shall the City Clerk be entitled to receive compensation for more than 2080 hours of Personal Leave upon termination of this agreement by either party.

SECTION 9. PROFESSIONAL EXPENSES AND DEVELOPMENT

A. Subject to City policy, State law, the City agrees to pay the reasonable professional expenses, dues and subscriptions of City Clerk 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 Clerk for reasonable professional and official travel, meetings and occasions adequate to continue the professional development of City Clerk and to adequately pursue necessary official and other functions of the City, including but not limited to the annual conference of the Florida Association of City Clerks (FACC) and the International Institute of Municipal Clerks (IIMC).

SECTION 10. TERMINATION AND SEVERANCE

A. In the event that the City terminates the City Clerk, the City agrees to pay the City Clerk and adhere to the terms of this agreement for a minimum period of six (6) months beyond any accumulated Personal Leave time, except as provided below.

B. In the event that the City Clerk voluntarily resigns her position, the City Clerk 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 Clerk 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 Clerk 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 Clerk 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 Clerk's duties. The City, or its insurance carrier, will pay or settle any such claim or judgment rendered thereon.

SECTION 13. The City shall bear the cost of any fidelity or other bonds required of the Employee under any law or the City Charter.

SECTION 14. 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.

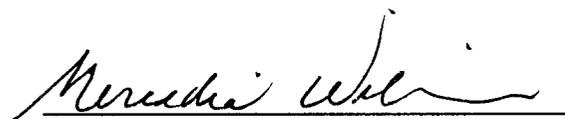
C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

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 Clerk.

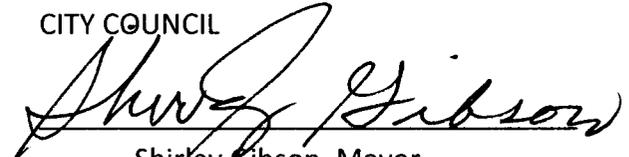
F. Florida Law. This Agreement shall be governed by Florida Law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

ATTEST:



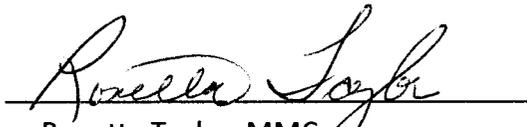
MERCEDIA WILLIAMS,
Administrative Assistant/Deputized Clerk

CITY OF MIAMI GARDENS BY ITS
CITY COUNCIL



Shirley Gibson, Mayor

Date: 9/30/2008



Ronetta Taylor, MMC

Date: 9/30/2008

APPROVED AS TO FORM



Sonya K. Dickens, City Attorney

City of Miami Gardens

1515 NW 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Meeting Date: **September 24, 2008**

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: General Fund

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Councilman Oliver G. Gilbert III

Public hearing

Ordinance

1st Reading 2nd Reading

Advertising requirement:

RFP/RFQ/Bid: No

Quasi-Judicial

Resolution

Yes No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND RONETTA TAYLOR, MMC, AS CITY CLERK FOR THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED AT EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE

Background

September 29, 2003, the City Council appointed Ronetta Taylor, MMC, as City Clerk for the City of Miami Gardens. As the first Chartered position hired, no annual evaluation process was put in place to address salary adjustments, if applicable.

This Employee Agreement provides for clarity on those issues relating to: Severance, car allowance, and annual evaluations.

The contract further provides for a \$200.00 monthly car allowance.

Recommendation:

Approve resolution relating to Employment Contract with the City Clerk.