

RESOLUTION NO. 2003-48

A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING DANNY O. CREW AS CITY MANAGER OF THE CITY OF MIAMI GARDENS EFFECTIVE JANUARY 6, 2004, ON THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT ATTACHED AS EXHIBIT "A", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Miami Gardens, Florida is vested with the authority under Section 3.2 of the Charter of the City of Miami Gardens, to appoint a City Manager to be the Chief Administrative Officer of the City; and

WHEREAS, the Danny O. Crew was one of the top candidates selected by the City Manager Search Committee and was interviewed by the Mayor and the members of the City Council and residents, as he has indicated a strong desire to work for the City; and

WHEREAS, the Mayor has nominated, and the City Council wishes to confirm the appointment of Danny O. Crew as City Manager.

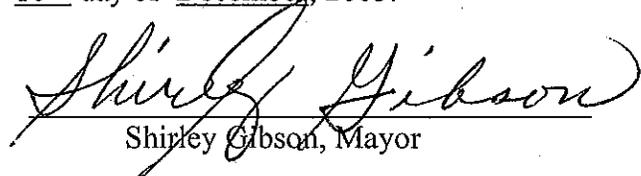
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS;

Section 1. Appointment of City Manager. Danny O. Crew is appointed to serve as City Manager effective January 6, 2004.

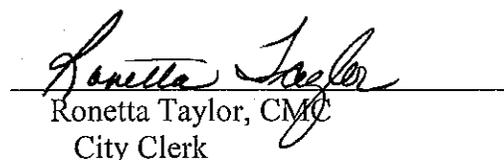
Section 2. Terms and Conditions. The terms and conditions of such appointment are set forth in the contract which is attached hereto as Exhibit "A" and is incorporated herein by reference.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and adopted this 10th day of December, 2003.


Shirley Gibson, Mayor

Attest:


Ronetta Taylor, CMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Hans Ottinot, Interim City Attorney

MOVED BY: Councilwoman Watson
SECONDED BY: Councilman Bratton

VOTE: 4-3

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Oscar Braynon, II	<u> </u> (Yes)	<u> x </u> (No)
Councilwoman Audrey King	<u> </u> (Yes)	<u> x </u> (No)
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)
Councilwoman Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)

City of Miami Gardens

17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: The Honorable City Council
From: Shirley Gibson, Mayor
Date: December 5, 2003
Re: Resolution rescinding Resolution No. 2003-39; appoints a City Manager

RECOMMENDATION:

The attached resolution is presented for your consideration.

REASONS:

This resolution rescinds Resolution No. 2003-39 and appoints a City Manager, effective January 6, 2004, on terms and conditions set forth in the contract attached as Exhibit "A".

EMPLOYMENT AGREEMENT

This agreement is made and entered into this 15 day of December, 2003, between the City of Miami Gardens, Florida (hereinafter the "City") and Danny O. Crew (hereinafter the "Employee"), pursuant to the following terms and conditions ("Agreement"):

Whereas, the City wishes to employ the services of Danny O. Crew as the City Manager of the City of Miami Gardens; and

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

SECTION 1. DUTIES

A. The City agrees to employ Danny O. Crew as the City Manager of the City of Miami Gardens to perform the duties and exercise powers as prescribed by the City Charter, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

B. The Employee shall perform the duties of City Manager of the City in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion and with full decorum required of City Managers generally and as required by the standards and Code of Ethics of the International City/County Management Association. The Employee recognizes that the position of City Manager is not and cannot be an hourly-type employment and agrees to devote that amount of time and energy, which is reasonable necessary for the City Manager to fully perform the duties required under this Agreement. Thus, the Employee shall work as required in order to carry out his responsibilities.

SECTION 2. TERM OF AGREEMENT AND COMMENCEMENT DATE

A. The term of this agreement shall commence on January 6, 2004, and shall continue until terminated, in accordance with Article 3.2 of the Charter of the City of Miami Gardens, by the City Council or the City Manager. The City Manager shall serve at the pleasure of the City Council. In the event the Employee is required to travel to City to conduct business for the City prior to the commencement date, the City shall reimburse Employee for travel expenses.

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

D. Employee 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 employee's time off. However, the Employee may be permitted to do consulting work with the approval of the City Council.

SECTION 3. SALARY

A. The initial annual base salary of Employee shall be \$140,000 which shall be payable in installments at the same time as other Employees of the City are paid.

B. The City Council agrees to evaluate the performance of the Employee 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. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the Employee.

SECTION 4. AUTOMOBILE ALLOWANCE AND COMMUNICATIONS EQUIPMENT

A. The Employee requires the use of an automobile in the furtherance of his duties. The City shall pay Employee a monthly automobile allowance in the amount of \$500.00 for use of his private automobile. The City Agrees to reimburse Employee for mileage for out-of-Miami-Dade and Broward Counties travel associated with business of the City at the same rate as other City employees are reimbursed.

B. The City shall provide the Employee with a cell phone. The Employee shall select the cell phone from a local provider within the South Florida area. The City shall provide the Employee with an allowance of \$75 per month to cover his use of the cell phone. The Employee shall be responsible for payment of personal calls, if any.

SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The City shall contribute into a retirement program chosen by the Employee the sum of 12% of annual salary, excluding car allowance, and insurance benefits. If Employee 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 Employee at the level provided in this paragraph.

SECTION 6. LIFE INSURANCE AND DISABILITY INSURANCE

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

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

SECTION 7. HEALTH-DENTAL AND VISION COVERAGE

Effective upon commencement of Employee's employment with the City, the City agrees to provide the Employee with full family coverage for health, Hospitalization, Dental and Vision Care as may be provided to other employees of the City unless Employee elects to have the City pay for coverage under a COBRA plan.

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

Commencing upon the effective date of the agreement, Employee shall be credited with 20 vacation days and same rate per year. Employee shall be accredited with 12 sick days and same rate per year. 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 sick leave, prior to any disability policy taking effect. Employee shall be entitled to holidays and personal days at the same rate as other Employees of the City. In no event, shall the Employee be entitled to receive compensation for more than two (2) years of accrued, unused vacation time and sick days 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 employee necessary for conduct of City business and for his continuation and participation as a member in national, state, and local professional associations and organizations necessary and desirable for his continued professional association or organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. The Employee agrees not to hold any office in any local, state or national professional association or organization, during the first (2) years of this agreement, without approval of the City Council.

B. Subject to City policy and applicable law, the City agrees to pay the travel and subsistence expenses of Employee for reasonable professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions of the City, including but not limited to the annual conference of the Florida City and County Manager's Association (FCCMA) and the International City/County Management Association (ICMA).

SECTION 10. TERMINATION AND SEVERANCE

A. In the event that the City terminates the Employee, the City agrees to pay the Employee and adhere to the terms of this agreement for a minimum period of six months beyond any accumulated vacation time.

B. In the event that the Employee voluntarily resigns his position, the Employee shall give the City two months 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 Employee 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), the City shall have no obligation to grant severance pay.

SECTION 11. RELOCATION EXPENSES

The City shall reimburse the Employee for moving costs incurred in relocation for his family to Miami Gardens, including up (2) two-way airplane trips for house-hunting trips and other reasonable moving expenses. Relocation expenses shall not exceed \$16,000. The Employee shall provide receipts to the City for the reimbursement of moving expenses.

SECTION 12. OTHER CUSTOMARY BENEFITS

The City shall afford the Employee the right to participate in any other benefits or working conditions as provided for the Administrative and Management Employees of the City.

SECTION 13. INDEMNIFICATION

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

SECTION 14. BONDING

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

SECTION 15. COMMUNITY INVOLVEMENT

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the Employee to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

SECTION 16. 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 that 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.

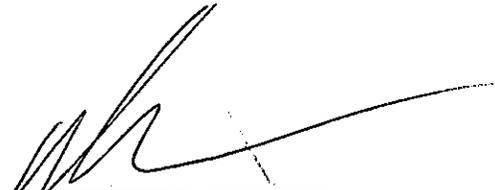
B. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

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 provisions of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

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

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.



Danny O. Crew

DATE 12/15/03

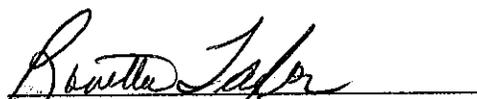
CITY OF MIAMI GARDENS
BY ITS CITY COUNCIL



SHIRLEY GIBSON, MAYOR

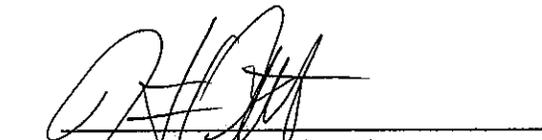
DATE 12/11/03

ATTEST



Ronetta Taylor, City Clerk

APPROVED AS TO FORM



Hans Ottnot, Interim City Attorney