

RESOLUTION NO. 2011-3533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPOINTING RONALD K. GORLAND CITY MANAGER OF THE CITY OF MIAMI SPRINGS; ESTABLISHING CONDITIONS OF EMPLOYMENT, SALARY AND BENEFITS; EFFECTIVE DATE.

WHEREAS, the City Council of the City of Miami Springs voted at its regular meeting on December 12, 2011, to appoint RONALD K. GORLAND as City Manager of the City of Miami Springs effective January 3, 2012.

WHEREAS, RONALD K. GORLAND has considered the following terms and conditions and salary relating to the office of City Manager and has accepted same:

Section 1: That RONALD K. GORLAND, hereafter referred to as GORLAND, is hereby confirmed as City Manager of the City of Miami Springs, hereafter referred to as CITY, from the effective date of January 3, 2012.

Section 2: For the period January 3, 2012 through September 30, 2012, and each fiscal year thereafter, GORLAND shall receive the salary and benefits established for the City Manager's position in the current budget and each annual budget thereafter, and the benefits provided herein. The base salary shall be **\$140,000.00** per year. GORLAND will also be entitled to receive the same annual cost of living adjustment granted to all other employees.

Section 3: After GORLAND's annual evaluation, and upon a vote of confidence each October as required by the City Charter, GORLAND may be provided a merit increase, the amount of which will be determined at the discretion of the City Council.

Section 4: The CITY shall self-insure or otherwise provide and pay for professional liability insurance or a Fidelity Bond to fully defend, indemnify and hold harmless GORLAND against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of duties and responsibilities as City Manager.

- Section 5:** The CITY agrees to budget and pay for GORLAND's professional dues and subscriptions, travel and living expenses related to professional and official travel, meetings, and participation in national, state, and local associations and organizations, necessary and desirable for the good of the City of Miami Springs, and for professional participation and continued growth and advancement, subject to prior City Council approval.
- Section 6:** The CITY agrees to pay or reimburse job-affiliated expenses incurred by GORLAND in the conduct of CITY business, and provide a **\$450.00** per month vehicle allowance
- Section 7:** GORLAND shall be credited with the same holidays and compensatory leave, vacation leave, longevity leave, and medical leave as is provided to the City employees in Code of Ordinance Sections 34.15 and 34.16. GORLAND shall be subject to, and receive the same benefits, as provided in the aforesaid code sections. In addition, GORLAND shall be credited with all accrued and unused sick leave, annual leave, holidays, and compensatory time earned while in the position of Assistant City Manager.
- Section 8:** The CITY shall contribute 15% of GORLAND's base salary stated herein (\$140,000.00) into the International City Management Association Retirement Corporation 401 Qualified Pension Plan during the term of GORLAND's employment as City Manager commencing January 3, 2012.
- Section 9:** Although authorized by City Charter to act as the director of city departments, subject to the consent of the City Council, no such consent is hereby currently being granted to the City Manager. Any subsequent requests by the City Manager to act in accordance with this provision shall be considered outside of the framework of this Employment Resolution and subject to such terms and conditions as the City Council may determine.
- Section 10:** If GORLAND is permanently disabled or is otherwise unable to perform his duties because of illness, accident, injury, mental incapacity or health for a period of four successive weeks beyond all accrued leave, the CITY shall have the option to terminate this Agreement, subject to the severance pay requirements. GORLAND shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

Section 11: GORLAND agrees to serve at the pleasure of the City Council for an indefinite term and recognizes the Council's right to terminate the City Manager's term of employment with or without cause. The CITY agrees to provide GORLAND with at least thirty (30) days written notice of such termination, upon the expiration of which GORLAND shall receive a cash lump sum equivalent to sixty (60) days base salary, in addition to any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits upon termination. In the event the City Council should desire the Manager to terminate immediately, a lump sum cash payment equivalent to ninety (90) days base salary shall be paid to GORLAND upon the effective date of termination, in addition to any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits upon termination.

Notwithstanding the foregoing, no severance pay shall be paid to GORLAND if he is terminated by the City Council within two hundred forty (240) days of January 3, 2012 (August 30, 2012). GORLAND will, however, be entitled to receive all accrued sick leave, annual leave, holiday pay, compensatory time, and other accrued benefits upon termination.

In addition, GORLAND will be entitled to receive the severance pay he would have been entitled to receive upon termination from the Assistant City Manager position in the amount of **\$37,682.00**

Section 12: If the City Manager, during the term of his active employment, is convicted of a felony by a duly constituted court of law, or is fired for misconduct as defined in Florida Statute Section 443.036(29), the CITY shall not be obligated to provide the aforesaid severance pay upon termination.

Section 13: GORLAND agrees to give (30) days written notice of his intention to resign, unless a greater or lesser time is determined by mutual agreement with the City Council. Upon effective date of resignation, GORLAND shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits, however, GORLAND shall not receive any additional severance or separation pay as a consequence of resigning the position of City Manager.

Section 14: It is understood by the CITY and GORLAND that this Agreement and its provisions shall remain in full force and effect until or unless a new Agreement is requested by either party and is renegotiated on terms and conditions mutually agreeable to both parties, except as to salary which shall be periodically adjusted by annual budget adoption, or as otherwise authorized by the City Council, but which will not be reduced during the term of this Agreement.

Section 15: All other benefits provided to GORLAND or to the position of City Manager shall be continued on the same basis as previously provided herein unless specifically amended or modified by the City Council, but which will not be reduced during the term of this Agreement.

Section 16: Except as otherwise provided herein, GORLAND, as City Manager, shall be subject to such terms, conditions and duties or responsibilities, as are provided by the Charter and Ordinances of the City of Miami Springs or as may hereinafter be enacted by the City Council.

That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

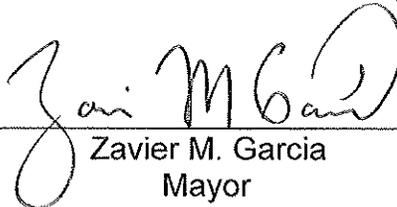
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PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 23rd day of December, 2011.

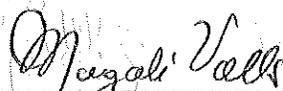
The motion to adopt the foregoing resolution was offered by
Councilman Best, seconded by Councilwoman Ator, and on
roll call the following vote ensued:

Vice Mayor Espino	"aye"
Councilman Best	"aye"
Councilman Lob	"aye"
Councilwoman Ator	"aye"
Mayor Garcia	"aye"




Zavier M. Garcia
Mayor

ATTEST:


Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

Resolution No. 2011-3533