

WELCOME
TO A SPECIAL MEETING OF THE
CITY OF OPA-LOCKA CITY COMMISSION
TUESDAY, OCTOBER 27, 2015

6:00 P.M.

Sherbondy Village Auditorium
215 President Barack Obama (Perviz) Avenue
Opa-locka, FL 33054



CITY COMMISSION

Mayor Myra L. Taylor
Vice Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence K. Pinder
Commissioner Luis B. Santiago

APPOINTED OFFICIALS

Roy Stephen Shiver, Jr., City Manager
Vincent T. Brown, City Attorney
Joanna Flores, City Clerk



CITY OF OPA-LOCKA

"The Great City"

SPECIAL COMMISSION MEETING

Tuesday, October 27, 2015 @ 6:00 p.m.

Sherbondy Village (Auditorium)

215 President Barack Obama (Perviz) Avenue

Opa-locka, FL 33054

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. CITIZENS' INPUT:
Agenda Items Only

6. RESOLUTIONS:

(a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING THE EMPLOYMENT WITH ROY STEPHEN SHIVER, AS CITY MANAGER OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by L.S.

(b) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING AN INTERIM CITY MANAGER EFFECTIVE IMMEDIATELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by L.S.*

7. ADJOURNMENT:

Sponsored by: Commissioner L. Santiago

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING THE EMPLOYMENT AGREEMENT WITH ROY STEPHEN SHIVER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of the City of Opa-locka, Florida, desires to terminate the employee agreement with Roy Stephen Shiver; and

WHEREAS, It is in the best interest of the City of Opa-locka, Florida, to terminate the employment agreement with Roy Stephen Shiver; and

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF THE COMMUNITY REDEVELOPMENT OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference;

Section 2. The City Commission of the City of Opa-locka, Florida, hereby terminate the employment agreement of Roy Stephen Shiver as the City Manager of the City of Opa-locka, Florida.

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

PASSED AND ADOPTED this _____ **day of** _____, 2015.

Myra Taylor
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:

Seconded by:

Board Member Vote:

Commissioner Kelley:

Commissioner Santiago:

Vice Mayor Holmes:

Mayor Taylor:

EMPLOYMENT AGREEMENT BETWEEN

The Great City of Opa-locka, Florida AND Roy Stephen Shiver, City Manager

This Agreement, made and entered into this September 2nd, 2015, by and between The Great City of Opa-locka, Florida, a municipal corporation (hereinafter called "City") and Roy Stephen Shiver, (hereinafter called "City Manager").

Section 1: Term

- A. The Initial Term of this Agreement shall be for a period of thirty (30) months from September 2, 2015 – February 28, 2018. After the expiration of the Initial Term, the City shall have the option to renew the term of this Agreement for an additional twelve (12) month period.
- B. In the event that the City Manager is terminated, as defined in Section 9 of this Agreement, the City Manager shall be entitled to all compensation that shall include salary, all accrued benefits including sick and vacation days and any unpaid car or expense allowances all as permitted by Florida Statutes Section 215.425, which provides that severance pay provided may not exceed an amount greater than twenty (20) weeks of compensation.

Section 2: Duties and Authority

- A. The City agrees to employ Roy Stephen Shiver as City Manager to perform the functions and duties specified in the Charter for the City of Opa-locka and to perform other legally permissible and proper duties and functions without interference.
- B. The City Manager is the chief administrative officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's charter and/or ordinances and as may be lawfully assigned by the City and shall comply with all lawful governing body directives, county, state, and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.
- C. It shall be the duty of the City Manager to employ, direct, assign, reassign, evaluate, and to accept resignations of all of the employees of the City under his supervision consistent with the City rules, policies, ordinances, charter, county, state, and federal law.

- D. It shall also be the duty of the City Manager to organize, reorganize, and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which the City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful City directives, policies, ordinances, city charter, county, state, and federal law.
- E. The City Manager shall perform the duties of city manager of the City with reasonable care, diligence, skill and expertise.
- F. All duties assigned to the City Manager by the governing body shall be appropriate to and consistent with the professional role and responsibility of the City Manager.
- G. The City Manager cannot be reassigned from the position of City Manager to another position without the City Manager's express written consent.
- H. The City Manager or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, or otherwise consistent with state law.
- I. At the direction of the City Commission, the City Manager may also serve as the Opa-locka Community Redevelopment Agency Executive Director.

Section 3: Compensation

- A. Base Salary: City agrees to pay City Manager an annual base salary of \$150,000, payable at the same time that the other employees of the City are paid.
- B. The City shall execute all necessary agreements on behalf of the City Manager's retirement benefit participation in ICMA-RC Retirement Plan. (The City will pay an amount equal to twelve percent (12%) of the City Manager's annual base salary).

Section 4: Health, Disability and Life Insurance Benefits

- A. The City Manager shall receive the City's executive insurance package for himself and dependent family members; including health insurance (PPO Plan), other medical insurance available to other employees, life insurance, disability, vision, and non-cosmetic dental insurance. At his option, the City Manager can receive the above stated coverage from the City or in lieu of receiving the coverage may receive \$600 per month.
- B. The City agrees to put into force and to make required premium payments for

disability coverage for the City Manager.

- C. The City shall pay the amount of premium due for term life insurance in the amount of two (2) times the City Manager's annual base salary, including all increases in the base salary, or at the City Manager's option, the City agrees to pay the full amount of the premium due for a Whole Life insurance policy with a death benefit equal to the City Manager's base salary.
- D. All provisions of the City Charter and Code, and regulations and rules of the City, relating to annual and sick leave, retirement and pension system contribution, holidays and other fringe benefits (i.e. GAP insurance) and working conditions as they now exist or hereafter may be amended, also shall apply to the City Manager as they would to other employees of the City, in addition to said benefits enumerated specifically herein for the benefit of the City Manager, except as herein provided.

Section 5: Vacation and Sick

The City Manager shall accrue fifteen (15) sick leave days per year and twenty-five (25) vacation leave days per year.

Section 6: Automobile

The City agrees to provide the City Manager with an automobile and full coverage automobile insurance during the term of this Agreement.

Section 7: Retirement

The City shall execute on behalf of the City Manager's retirement benefit participation in FRS (The Florida Retirement System) plan.

Section 8: General Business Expenses

- A. The City shall budget and pay for professional dues, travel, short courses, and seminars.
- B. City shall pay for or reimburse the City Manager for all ordinary, necessary and reasonable business expenses incurred or paid by the City Manager in furtherance of City's objectives, all of which shall be reimbursed and paid in accordance with City's policies and procedures of general application. The City shall provide the City Manager with a credit card to be used by the City Manager to pay for these expenses.
- C. Recognizing the importance of constant communication and maximum productivity, the City shall provide the City Manager a laptop computer,

software, and a monthly allowance of one hundred fifty dollars (\$150) for mobile phone.

Section 9: Termination

- A. This Agreement may only be terminated if the City Manager abandon his job or is formally charged for criminal conduct. For the purpose of this Agreement, termination shall occur:
1. If three members of the City Commission vote to terminate the City Manager in accordance with this Agreement at a properly posted and duly authorized public meeting.
 2. In the event a lawsuit is initiated to enforce the terms of this agreement, the prevailing party shall be entitled attorney's fees and suit costs.
- B. The City shall not reduce the base salary, compensation or any other financial benefit of the City Manager and, if it does, such action shall constitute a breach of this Agreement.

Section 10: Severance

Severance shall be paid to the City Manager when employment is terminated, without cause as specified in this Agreement and pursuant to Florida Statutes Sec.215.425 as stated Section I (B), in the amount of 20 weeks of salary not less than forty-five (45), but not more than sixty (60) days from the date of the termination and in equal bi-monthly installments.

Section 11: Resignation

If either party terminates the agreement, that party shall provide a minimum of thirty (30) days' notice.

Section 12: Hours of Work

The City recognizes that the City Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end City Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow the City Manager to faithfully perform his assigned duties and responsibilities.

Section 13: Ethical Commitments

The City Manager will at all times uphold the tenets of Ethics. Specifically, the City Manager shall not endorse candidates, make financial contributions, sign or circulate

petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Provided, however, the City Manager may attend fundraisers for issues or candidates, excluding City of Opa-locka issues or Mayor/Commission seats.

The City shall support the City Manager in keeping these commitments by refraining from any order, direction or request that would require the City Manager to violate the Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request the City Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel.

The City Manager shall comply with Chapter 1 12, Florida Statutes and section 2-11.1, Miami- Dade County Conflict of Interest and Code of Ethics.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the City Manager's primary employment. The City Manager may continue to receive residual compensation from activities prior to this Agreement. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must not create a conflict of interest nor constitute interference with his responsibilities under this Agreement.

Section 15: Indemnification

- A. The City shall defend, indemnify and pay all judgments or settlements in regard to any personal liability arising out of and in the scope of the City Manager's responsibilities, to the fullest extent authorized by Florida Statutes, and other laws, and in accordance with the City Opa-locka Code of Ordinances, in addition to any insurance purchased by the City. The City agrees to pay all reasonable litigation expenses of the City Manager throughout the pendency of any City of Opa-locka litigation to which the City Manager is a party as a result of acts or omission within the course and scope of his employment, witness or advisor to the City. Such expense payments shall continue beyond the City Manager's service to the City as long as litigation is pending.
- B. Nothing in this section shall constitute a waiver of sovereign immunity or a waiver of any other defense or immunity to such lawsuits.

- C. Nothing in this section shall create any private right of action against the City by any third party.
- D. Nothing in this section shall provide for any defense, indemnification or payment if the City Manager acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 16: Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

- A The City, only upon written agreement with City Manager, approved by resolution, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of, the City Charter, Ordinances or any state, or federal law.
- B. Upon the termination of this Agreement for any reason, the City shall enter into a separate Agreement with Roy Stephen Shiver, with a term of not less than two (2) months for management consulting relating to the transition of the position of City Manager, and the compensation shall be at the rate of compensation, including all benefits as Roy Stephen Shiver received as City Manager.

Section 18: General Provisions

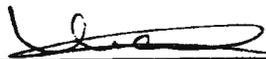
- A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the City and the City Manager are merged into and rendered null and void by this Agreement. The City and the City Manager by mutual written agreement, approved by resolution of the City Commission, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on September 2nd, 2015.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and the City Manager subsequent to the expungement or judicial modification of the invalid provision.

E. This contract shall be governed by the laws of the state of Florida and venue shall be in Miami-Dade County, Florida.

Read and Approved as to Form, Language, Legality and Execution thereof:



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney



Myra Taylor, Mayor
City of Opa-Locka, FL

Executed on September 9th, 2015



Roy Stephen Shiver

Executed on September 9th, 2015

Sponsored by: Commissioner Santiago

Resolution No. _____

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA,
APPOINTING AN INTERIM CITY MANAGER;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, the City of Opa-locka is in need of an Interim City Manager
due to the termination of Roy Stephen Shiver, as City Manager; and**

**WHEREAS, the City Commission has to engage in the process of
selecting a permanent City Manager.**

**WHEREAS, the City is in need of an Interim City Manager until such
time as the City Commission has selected a permanent City Manager.**

**NOW THEREFORE, BE IT DULY RESOLVED BY THE CITY
COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, that:**

**Section 1. The recitals to the preamble herein are incorporated by
reference.**

**Section 2. _____ is hereby appointed as Interim City
Manager, effective immediately, until the appointment of a permanent City
Manager by the City Commission is made.**

**Section 3. This resolution shall take effect immediately upon
adoption.**

PASSED AND ADOPTED this _____ day of _____, 2015.

Myra Taylor
MAYOR

ATTEST TO:

**Approved as to form and legal
sufficiency:**

Joanna Flores
CITY CLERK



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Resolution No. _____

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Pinder:
Commissioner Santiago:
Vice Mayor Holmes:
Mayor Taylor: