



**CITY OF TAMARAC  
NOTICE OF SPECIAL MEETING  
CITY COMMISSION OF TAMARAC, FL**

**Commission Chambers**

**August 31, 2021**

**5:00 PM**

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**CALL TO ORDER:**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**Mayor Gomez**

- 1. Status of the City Manager Position**
- 2. Appointment of Kathleen Gunn as Interim City Manager**

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

Jennifer Johnson, CMC  
City Clerk



**Title - Mayor Gomez**



## **Title - Status of the City Manager Position**

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Article V - City Manager	8/30/2021	Backup Material
City Manager Contract	8/30/2021	Backup Material

## ARTICLE V. CITY MANAGER

### Sec. 5.01. General responsibility.

The city manager shall be the chief administrative officer and shall be responsible to the commission for the administration of all city affairs placed in his charge by or under this Charter.

### Sec. 5.02. Appointment; removal; compensation.

- (a) *Appointment.* The commission shall appoint a fully qualified city manager for an indefinite term by a majority vote of all the commissioners.
- (b) *Suspension or Removal.* The commission may suspend or remove the manager by a majority vote of all the commissioners. Upon demand by the manager a public hearing shall be held prior to suspension or removal.
- (c) *Compensation.* The compensation of the manager shall be fixed by the commission.

### Sec. 5.03. Acting city manager.

The manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another qualified officer of the city to serve until the manager shall return to his duties.

### Sec. 5.04. Powers and duties of the city manager.

- (a) *Appointment of Department Heads and Assistant City Manager.* He shall appoint and supervise the heads of all departments and assistant city manager, if required, subject to the approval of the majority of the commission.
- (b) *Direction and Supervision of Departments, Offices and Agencies.* He shall direct and supervise the administration of all departments, including the building department, offices and agencies of the city, except as otherwise provided by this Charter or by law.
- (c) *Suspension and/or Removal of Department Heads and Administrators.* He shall suspend or remove any employee or appointive administrative officer except as otherwise provided by law or rules adopted pursuant to this Charter, when he deems it necessary for the good of the city. He may authorize any administrative officer who is subject to his direction and supervision to exercise such powers vested in that officer.
- (d) *Execution of Duties.* He shall ensure that all laws, provisions of this Charter and acts of the commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.
- (e) *Bonds, Contracts, and Issuance of Checks.* He shall execute bonds, contracts and issue checks on behalf of the city pursuant to appropriate ordinances, resolutions and directions of the commission.
- (f) *Collection of Revenues and Maintenance of Records.* He shall collect all city revenues [and] keep proper records of all monies received by the city.

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- (g) *Purchasing Powers.* He shall purchase supplies and services, capital equipment, noncapital equipment and contract for repairs and improvements for the various departments, and contract for the construction of public improvements.
  - (h) *Accounts, Audits, and Reporting.* He shall maintain a uniform system of accounts, and audit such accounts of the departments, officers, and appropriate employees; make reports thereof to the commission; immediately audit the accounts of any officer or department head handling public funds upon death, resignation, removal or expiration of term of office.
  - (i) *Independent Audits.* He shall cooperate with independent auditors retained by the city, including the right of such auditors to perform surprise audits whenever so ordered by commission.
  - (j) *Administration of Oaths.* The City Manager or his designee shall administer any oath required by law, resolution, or ordinance, and perform all other duties as may be specified by law, this Charter, ordinance, resolution or act of commission.
  - (k) *Attendance at Commission Meetings.* He shall attend all commission meetings but may not vote; recommend to the commission for adoption such measures as he may deem necessary or expedient in the best interest of the city; report to the commission concerning the operations of departments, offices and agencies, subject to his direction and supervision.
  - (l) *Administrative Departments, Divisions and Agencies.* He shall exercise the administrative powers of the city through such departments, divisions, and agencies as the commission may, by ordinance, from time to time, establish. The head of each department, division or agency, except as otherwise provided by law or by this Charter, shall be responsible to the manager for the operation thereof, and shall perform such duties and have such powers as may be prescribed. Two (2) or more departments and/or divisions and/or agencies may be headed by the same individual.

(Ord. No. 2001-15, § 1, 9-12-01; Ord. No. O-2016-09 , § 2, 5-11-16)

Editor's note(s)—The provisions of Ord. No. 2001-15 were approved at an election held March 12, 2002. The provisions of Ord. No. O-2016-09 were approved at an election held November 8, 2016.

#### **Sec. 5.05. Oath of office.**

Every officer and employee shall, before entering upon his or her duties, take and subscribe to a uniform oath or affirmation before the City Manager or his designee, to be kept on file in the office of the City Clerk.

(Ord. No. 2001-15, § 1, 9-12-01)

Editor's note(s)—The provisions of Ord. No. 2001-15 were approved at an election held March 12, 2002.

## **AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED AGREEMENT**, made and entered into this 22nd day of January, 2020 by and between the CITY OF TAMARAC, a Florida municipal corporation, hereinafter called the CITY, as party of the first part, and MICHAEL C. CERNECH, hereinafter called CITY MANAGER, as party of the second part, both of whom understand as follows:

### **WITNESSETH:**

**WHEREAS**, on January 12, 2011, the CITY and CITY MANAGER entered into an employment agreement, whereby the CITY retained and employed MICHAEL C. CERNECH to serve as City Manager, in accordance with the terms and conditions set forth therein; and

**WHEREAS**, the CITY desires to continue to employ the services of MICHAEL C. CERNECH, as City Manager of the City of Tamarac pursuant to Article V of the City of Tamarac City Charter; and

**WHEREAS**, it continues to be the desire of the CITY to provide certain benefits, establish certain conditions of employment and to set working conditions for the CITY MANAGER; and

**WHEREAS**, it continues to be the desire of the CITY to (1) secure and retain the services of the CITY MANAGER and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the CITY MANAGER's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the CITY MANAGER; and, (4) to provide a just means of terminating the CITY MANAGER's services at such time as he may be unable fully to discharge his duties due to age or disability or when the CITY may otherwise desire to terminate his employment; and

**WHEREAS**, the CITY MANAGER desires to continue his employment as City Manager of the CITY, in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **1.0 DUTIES:**

The CITY hereby agrees to employ MICHAEL C. CERNECH, as City Manager to perform the functions and duties specified in the City Charter and City Code, and to perform other legally permissible and proper duties and functions as the CITY shall from time to time assign.

## **2.0 TERM:**

- 2.1 The commencement date of employment of the CITY MANAGER shall be January 29, 2011, ("Commencement Date") and shall continue as provided for in this Agreement until terminated by the CITY or the CITY MANAGER, subject to all the terms, conditions, and provisions hereof.
- 2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of the CITY MANAGER at any time, subject only to the provisions set forth in Section 10 of this Agreement.
- 2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY MANAGER to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 10 of this Agreement.
- 2.4 The CITY MANAGER shall from time to time appoint and designate a deputy city manager, assistant city manager, assistant to the city manager, department head, or department officer as the Acting City Manager, to exercise the powers of the CITY MANAGER and to perform the duties of the CITY MANAGER during the CITY MANAGER's temporary absence or disability as provided for in Section 5.03 of the Charter of the CITY.
- 2.5 The position of the CITY MANAGER is not and cannot be an hourly-type employment. Hence, the CITY MANAGER shall do all things necessary and required to be available to the CITY, its agents, servants and employees during the course of this Agreement on a twenty-four (24) hour basis, seven (7) days a week for emergency, public utility, and other public purposes, consistent with good and respectable management requirements and as otherwise dictated and provided by the Charter and Code of Ordinances of the CITY of Tamarac, as well as provided by General Law in the State of Florida, and the management principles of the International City/County Management Association ("ICMA").

## **3.0 PERFORMANCE EVALUATION:**

- 3.1. The CITY shall review and evaluate the performance of the CITY MANAGER initially after twelve (12) months from the beginning date of this agreement and thereafter at least once annually in advance of the annual anniversary date of this agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and the CITY MANAGER. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the CITY MANAGER. Further, the City Commission, during a public meeting, shall provide the CITY MANAGER with a summary written statement of the findings of the City Commission and provide an adequate opportunity for the CITY MANAGER to discuss his evaluation with the City Commission, during such public meeting.



- 3.2. Annually, the City Commission and the CITY MANAGER shall define such goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the CITY'S policy objectives and shall further establish a relative priority among these various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and consistent with the annual operating and capital budgets and appropriations provided.
- 3.3. In effecting the provisions of this Section, the CITY and the CITY MANAGER mutually agree to abide by the provisions of applicable law.
- 3.4. On January 29, 2020, and every year thereafter, for the term of this Agreement, the CITY MANAGER's base salary shall be increased by three percent (3%) which shall be applied to the CITY MANAGER's base salary as of January 29, 2020, and each year thereafter for the term of this Agreement. At the City Commission's option, if the CITY MANAGER is found to have exceeded the performance requirements, the City Commission may award an additional amount up to three percent (3%) one time merit bonus for the evaluation period.

#### **4.0 SALARY**

- 4.1. The CITY agrees to pay the CITY MANAGER for his services rendered pursuant hereto an annual base salary of \$256,520.00 payable in installments at the same time as other employees of the CITY are paid.
- 4.2. During the term of this Agreement, compensation of CITY MANAGER shall be increased by an amount based upon the annual performance review as outlined in Section 3 of this Agreement. In addition, CITY agrees to increase the salary and other benefits of CITY MANAGER in such amounts and to such an extent as the City Commission deems appropriate on the basis of an annual performance review.

#### **5.0 PENSION:**

- 5.1 CITY MANAGER is a member of the CITY's Elected and Appointed Officers and Non-Represented Retirement Plan, and CITY will continue to pay on behalf of the CITY MANAGER, his employee contribution required in Section 16-903(b) of the City Code.
- 5.2 Notwithstanding the foregoing, the CITY shall contribute the annual IRS maximum limit including pre-retirement and catch-up limits into the CITY MANAGER'S 457 Deferred Compensation Plan on or before April 15<sup>th</sup> of each year beginning in 2011, as specifically determined by the CITY MANAGER.
- 5.2 Notwithstanding the foregoing, the CITY shall contribute into the CITY MANAGER's 401(a) plan an amount equal to twenty (20%) percent of CITY MANAGER's annual salary. CITY MANAGER may contribute an amount up to ten (10%) percent of CITY MANAGER's annual salary in addition to the CITY's contribution, as approved by the City Commission. Any contributions exceeding IRS maximums Section 415(d), as



amended from time to time, shall be contributed to an allowable alternative investment plan. CITY agrees CITY MANAGER's interest is 100% vested when deposits are made to the plan on or before April 15<sup>th</sup> of each year beginning in 2022 as specifically determined by the CITY MANAGER. The commencement date of this section shall be October 30, 2021.

## **6.0 BENEFITS:**

- 6.1 CITY shall provide CITY MANAGER all the benefits approved by the CITY to be provided to Appointed and Executive employees of the CITY.
- 6.2 Health and Dental Insurance – CITY to pay one hundred percent (100%) of the total premium cost of the CITY MANAGER's health and dental insurance which is otherwise offered and provided to regularly employed Appointed and Executive employees and consistent with the individual or family needs of the CITY MANAGER, as a continuing obligation in accordance with the benefits to CITY MANAGER under his existing employment agreement with the CITY at the time of the execution of this Agreement.
- 6.3 Individual Life Insurance – CITY shall provide a Term Life Insurance policy in an amount equal to \$1,000,000 with a thirty (30) year guaranteed level premium and the beneficiary named by CITY MANAGER to receive 100% of the proceeds. CITY agrees to make the necessary premium payments directly on behalf of the CITY MANAGER during his tenure with the CITY, and agrees to transfer ownership to the CITY MANAGER upon his resignation or termination.
- 6.4 Public Official's Liability Insurance – CITY shall provide Public Officials Liability Insurance coverage applicable for all acts or omissions of the CITY MANAGER arising out of his employment, subject to and as provided for in the Annual Budget and as may be otherwise provided to City Commission members, Department Heads, and based solely upon existing policies of insurance currently held by the CITY.
- 6.5 Short Term Disability Insurance – The CITY shall provide and pay one hundred percent (100%) of the required premium on a short term disability insurance policy for the CITY MANAGER, as otherwise available to City employees or which may be selected by the CITY MANAGER from coverage offered through an appropriate source.
- 6.6 Bonding – CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any statute, ordinance, or other law, as may be amended from time to time.
- 6.7 The CITY shall provide CITY MANAGER, as of the Commencement Date of this Agreement, an additional forty-nine (49) hours of personal leave per fiscal year. CITY MANAGER, as of the Commencement Date of this Agreement, shall be entitled to receive an additional one hundred twenty (120) hours of vacation leave annually to be accrued via regular payroll. Absent a medical emergency, the CITY MANAGER shall not be absent

from City Hall for more than fourteen (14) consecutive calendar days during any calendar year without notice to the CITY.

- 6.8 On or before April 15, 2011 and annually during each proceeding 12-month period from April 15<sup>th</sup> each year for the term of this Agreement, the CITY MANAGER may direct the CITY to cash out a total of up to two hundred forty (240) hours of his unused accrued vacation and/or sick leave at one hundred percent (100%) of its cash value, or carry over the unused accrued vacation and/or sick leave.
- 6.9 Should the CITY MANAGER voluntarily resign or be terminated, the CITY shall pay CITY MANAGER in lieu of vacation and sick leave payout provisions available to Appointed and Executive employees, accrued, unused vacation leave up to eight hundred (800) hours and accrued, unused sick leave up to eight hundred (800) hours, each at one hundred percent (100%) of cash value, and any other accrued benefits earned.

#### **7.0 ALLOWANCES AND EQUIPMENT:**

- 7.1 CITY agrees to budget and pay a car allowance of eight hundred (\$800.00) dollars per month to CITY MANAGER.
- 7.2 CITY shall pay an allowance of one hundred twenty (\$120.00) dollars per month for the CITY MANAGER's mobile telephone and/or other communication equipment that the CITY agrees is required for the CITY MANAGER to perform his duties and responsibilities.
- 7.3 CITY MANAGER has the sole discretion to determine what computer equipment is required for him to fully discharge his duties, and the CITY agrees to provide such equipment to the CITY MANAGER, including but not limited to a lap-top computer, iPad, digital camera, and other peripherals for out-of-office use with a printer with compatible software and provision of a high-speed communications line for his home which serve to enhance the performance of his duties and responsibilities, such equipment to remain the property of the CITY at the termination of this Agreement unless otherwise negotiated in a Separation Agreement to the satisfaction of the parties.

#### **8.0 GENERAL EXPENSES:**

- 8.1 The CITY recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the CITY MANAGER, and hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, subject to and as provided for in the CITY MANAGER's annual budget.



## **9.0 PROFESSIONAL DEVELOPMENT:**

- 9.1. The CITY agrees to budget and pay the travel and subsistence expenses of the CITY MANAGER for professional and official travel, meetings and occasions adequate to continue the professional development of the CITY MANAGER and to adequately pursue necessary official and other functions for the CITY, including but not limited to the Annual Conference of the International City Management Association, the State and National League of Cities, and FCCMA, and such other national, regional, state and local governmental groups and committees thereof which the CITY MANAGER serves as a member.
- 9.2. The CITY agrees to budget and pay for the professional dues and subscriptions of the CITY MANAGER necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY, including, but not limited to BCCMA, FCCMA, and ICMA.
- 9.3. Subject to approval by the City Commission on a case-by-case basis, the CITY MANAGER may spend up to ten (10) hours per month in teaching, consulting, and other non-CITY related business so long as the non-CITY related business does not conflict with his CITY duties and responsibilities.

## **10.0 TERMINATION AND SEVERANCE PAY**

- 10.1 This Agreement may be terminated by the CITY upon one hundred twenty (120) days written notice to the CITY MANAGER, which shall specify the effective date of termination which shall not be less than one hundred twenty (120) days from the date said written notice is given, unless a shorter period is agreed to by the CITY MANAGER. Under the provision of said one hundred twenty (120) day notice, the CITY MANAGER shall be entitled to continue his 100% CITY-paid health and dental insurance benefits, for either three hundred sixty-five (365) days or the date upon which CITY MANAGER becomes eligible for health and dental insurance benefits in subsequent employment, whichever date first occurs. In the event the employment of the CITY MANAGER is terminated by the City Commission during such time as CITY MANAGER is willing to perform the duties under this Agreement, then and in that event, CITY agrees to pay CITY MANAGER a lump sum cash payment equal to the maximum amount permitted by Florida law, but no less than which would have been paid for regular workdays contained within the twenty (20) week period immediately following termination, inclusive of accrued retirement contributions, in addition to all other previously accrued CITY benefits described in Section 5, 6, 7, 8, and 9 set forth herein.
- 10.2 In the event CITY MANAGER is terminated because of his conviction of any criminal act, CITY shall have no obligation to pay the aggregate severance benefit designated in this section.

10.3 In the event the CITY at any time during the employment term:

- (i) reduces the salary or other benefits of CITY MANAGER in a greater percentage than an applicable across-the-board reduction for all CITY employees; or
- (ii) in the event the CITY refuses, following written notice, to comply with any other contract provisions benefiting CITY MANAGER; or
- (iii) the CITY MANAGER elects to resign following a public suggestion by one or more members of the City Commission at a public meeting, whether formal or informal, that he resign;

then and in that event, CITY MANAGER may, at his option, be deemed to be "terminated" within the meaning and context of this Section 10 effective at the date of such reduction or such refusal to comply or resignation of CITY MANAGER. For the resignation provision at the suggestion of City Commission to apply pursuant to this section, CITY MANAGER must provide written notice to the City Commission of his intent to resign within fourteen (14) calendar days of the public meeting where the suggestion to resign was made and therein state with particularity a date certain upon which the CITY MANAGER shall vacate his position.

10.4 In the event CITY MANAGER voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then CITY MANAGER shall give the CITY ninety (90) calendar days' written notice unless the parties otherwise agree. Upon such voluntary resignation with notice, all deferred compensation retirement contributions made in his behalf shall remain the benefit of the CITY MANAGER. Further, the CITY MANAGER shall be entitled to a lump-sum settlement on any unpaid compensation and any unused leave benefits pursuant to Section 6 of this agreement.

#### **11.0 INDEMNIFICATION:**

11.1 To the extent permitted by law, the CITY shall defend, save harmless and indemnify the CITY MANAGER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of his duties as the CITY MANAGER. CITY will pay the amount of any settlement or judgment rendered as a result of any claim or suit. This indemnification provision shall survive the termination of this Agreement.

#### **12.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

12.1. The City Commission, in consultation with the CITY MANAGER, 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 this Agreement, the City Charter, or any other law.



- 12.2. All provisions of the City Charter and Code, and regulations and rules of the CITY relating to salary, cost of living adjustments, longevity, vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the CITY MANAGER as they would to other Appointed or Executive employees of the CITY, in addition to the benefits enumerated specifically for the benefit of the CITY MANAGER except as herein provided.

**13.0 NO REDUCTION OF BENEFITS:**

- 13.1. The CITY shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the CITY MANAGER, except to the degree of such a reduction across-the-board for all the employees of the CITY.

**14.0 MISCELLANEOUS:**

- 14.1. Final 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 predicated upon any prior representations or agreements whether oral or written.

- 14.2. Modification of Agreement:

It is further agreed that 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.

- 14.3. Counterparts:

This document shall be executed in at least three (3) counterparts each of whom shall be deemed to be a duplicate original.

- 14.4. Florida Law:

This Agreement is executed and is to, be performed in the State of Florida, and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Broward County, Florida.



14.5. Litigation:

In connection with any litigation arising out of this Agreement, including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee.

14.6. Counsel

The Parties acknowledge that they have reviewed this Agreement with independent counsel or have had sufficient opportunity to do so, and that neither party has been otherwise coerced into agreeing to any provisions of this Agreement.

14.7. Severability/Integration

If any clause, section or other part or application of this Agreement shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Employment Agreement on the respective dates under each signature:


CITY MANAGER:

  
MICHAEL C. CERNECH

CITY OF TAMARAC

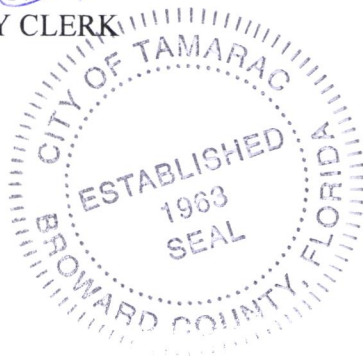
  
By: MICHELLE GOMEZ, MAYOR

ATTEST:

  
LILIAN PABON  
ACTING CITY CLERK

APPROVED AS TO LEGAL FORM:

  
SAMUEL S. GOREN, CITY ATTORNEY





**Title - Appointment of Kathleen Gunn as Interim City Manager**