

Temp. Reso. No. 8538
10/8/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AMENDED EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES BETWEEN DR. ROY L. VIRGIN AND THE CITY OF MIRAMAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.05 of the City Charter authorizes the City Commission to appoint a City Manager; and

WHEREAS, the current Employment Agreement between Dr. Roy L. Virgin for City Manager Charter duties ("Agreement") expires on May 5, 2027; and

WHEREAS, Dr. Roy L. Virgin's performance of his duties under the Agreement has been exemplary; and

WHEREAS, the City Commission desires to amend the Agreement to extend the term of Mr. Virgin's employment for five (5) years from the date of the Commission's approval of the proposed Amended Agreement and to include other amendment to, among other things, his salary, vacation leave time, cost of living and merit increases, health, medical and dental insurance benefits.

Reso. No. _____

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA:**

Section 1. That the Amended Employment Agreement to extend the term of Dr. Roy L. Virgin's employment and additional five years from the date of the resolution approving the proposed Amended Agreement, including other amendment to, among other things, his salary, vacation leave time, cost of living and merit increases, health, medical and dental insurance benefits.

Section 2. That the Mayor is hereby authorized to execute the Amended Employment, attached to this Resolution (Exhibit "A").

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

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Miramar, Florida, a subdivision of the State of Florida (hereinafter referred to as "City"), and Roy L. Virgin (referred to herein after as "Virgin" or "City Manager").

WITNESSETH:

WHEREAS, the City desires to employ Virgin the City Manager of the City, as provided for in Article 3.2 of the City Charter of the City of Miramar; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for Virgin and to establish conditions of employment applicable to the City Manager; and

WHEREAS, the City Commission recognizes that Virgin has provided over 20 years of loyal service to the City and during that time has accumulated certain employment benefits, and the Commission and Virgin agree that Virgin shall retain those benefits; and

WHEREAS, Virgin desires to accept employment as the City Manager of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the City and Virgin agree as follows:

Section 1. Employment.

A. The City hires and appoints Virgin as its City Manager, under the terms established herein, to **perform the duties and functions specified** in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign.

B. The City's employment of Virgin as City Manager shall be effective on May 5, 2022, and shall remain in effect until November 15, 2030, unless terminated as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of Three Hundred and Fifty Thousand Dollars (\$350,000.00), payable in installments at the same time as other City employees are paid.

B. The City Manager will receive Cost of Living Adjustments ("COLA") of 3%.

C. The City may increase Virgin's base salary and/or other benefits in such amounts and to such an extent as the City Commission may determine desirable on the basis of an annual performance evaluation. Such evaluation shall be in such form, as the Commission deems appropriate, and shall be due in May of each year in which this Agreement is effective. Should

the Commission determine that Virgin's performance evaluation is satisfactory, Virgin shall receive a 3% base salary merit increase.

D. Nothing beyond what is provided for in this Section and in Exhibit "A", shall require the City to increase Virgin's base salary or other benefits. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. Virgin shall have the duties, responsibilities, and powers of the City Manager under the City Charter and Code of Ordinances. Virgin agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. Virgin shall remain in the exclusive employ of the City and shall devote all such, time, attention, knowledge, and skills necessary to faithfully perform his duties under this Agreement. Virgin may, however, engage in educational and professional activities and other similar activities, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event that Virgin is temporarily unable to perform his duties, he shall designate an Acting City Manager.

Section 4. Automobile.

Virgin's duties, as City Manager, will require that he use his personally owned automobile for City business. City agrees to pay Virgin, during the term of this Agreement, and in addition to his Annual Base Salary and benefits herein provided, the sum of Eight Hundred Dollars (\$800.00) per month as a taxable car allowance, payable with and not otherwise segregated from Virgin's periodic compensation payments. Virgin shall acquire and maintain an automobile during the term of this Agreement. Virgin shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such automobile and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said automobile.

Section 5. Cellular Phone and Electronic Equipment.

Virgin will be provided with a cell phone allowance in the amount of Two Hundred and Fifty Dollars (\$250) per month, electronic equipment, and services necessary to perform his duties, equal to the allowance provided to the City's other senior management and executive staff, as described in Exhibit "A".

Section 6. Benefits.

Virgin shall receive the same benefits specified in this Agreement, as set forth in Exhibit "A;" and at no time during the term of this Agreement will those benefits be reduced below what is provided for in this Agreement and its Exhibit(s), at the time of the execution of this Agreement.

Section 7. Retirement and Deferred Compensation.

The City shall make the maximum contribution allowed by the Internal Revenue Service ("IRS") into an authorized 401A and 457 Compensation Plans. Said amount will be contributed such that it does not exceed the maximum allowed by IRS regulations, until the full amount is funded in equal proportionate amounts each pay period.

A. Upon separation of employment with the City, Virgin shall be authorized to receive 100% coverage for himself and his eligible dependents on the City's employee sponsored HMO or PPO health insurance coverage for active employees, on a basis of one year (twelve months) of such subsidy for every 2.5 years of service with the City, or portion thereof; provided, however, that such coverage will cease if and when Virgin obtains other employment that provides him with health insurance and/or begins coverage under Medicare, whichever comes first.

C. At any time following the effective date of this Agreement, Virgin may elect to enter a deferred retirement option plan (the "DROP"). The DROP will receive all retirement payments due to Virgin and will continue to be deposited during the term of the Agreement.

Section 8. Dues and Subscriptions.

The City agrees to pay Virgin's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association, and the National Forum of Black Public Administrators. The City shall pay other dues and subscriptions on behalf of Virgin as are approved in the City's annual budget (on a line-item basis).

Section 9. Professional Development.

The City agrees to pay reasonable and customary travel and subsistence expenses for Virgin's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference, the Florida Association of Counties' annual conference, the National Forum of Black Public Administrators and other forums for public administrators. The City shall pay for Virgin's attendance at other seminars, conferences, and committee meetings as it deems appropriate.

Section 10. Community Involvement.

The City recognizes the desirability of representation in and before local civic and other organizations and encourages its City Manager 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 11. Vacation and Sick Leave.

Virgin shall earn seven (7) weeks' vacation leave annually. Sick leave, accrual, and pay-out of accumulated leave shall be at a higher rate than that of the Executive Team, and City Department Directors. Virgin's vacation time shall be accumulated and not rolled over or included into sick leave. Virgin shall have the right to cash out all unused hours (Sick, Vacation, PBL, Floating) upon termination or separation.

Section 12. Holidays.

Virgin shall be entitled to the same paid holidays as the general City staff.

Section 13. Termination by the City and Severance Pay.

A. The City Manager serves at the pleasure of the City Commission, and the City Commission may terminate this Agreement and Virgin's employment with the City as provided in Section 3.2 of the City Charter.

B. In the event the City Commission terminates this Agreement for any reason other than misconduct as defined in Section 443.036(30), Florida Statutes, the City Manager shall receive any accrued and unpaid salary and benefits earned prior to the date of termination, within 10 business days of the vote to terminate, based on a forty (40) hour work week. Additionally, the City Manager shall receive a lump-sum severance payment from the City equal to 20 weeks of his base salary ("severance pay"), within 45 days of the vote to terminate, as full and complete satisfaction of any claims of the City Manager of any nature arising out of this Agreement or otherwise.

C. In the event Virgin is terminated for misconduct, as defined in Section 443.036(30), Florida Statutes, that took place before or during his employment with the City, the City Manager shall not receive any severance pay.

D. Regardless of the reason for Virgin's termination, Virgin shall retain all benefits earned or accrued during the term of this Agreement and prior to becoming City Manager.

Section 14. Termination by the City Manager.

Virgin may terminate this Agreement at any time by delivering to the City Commission a written notice of termination not later than sixty (60) days prior to the effective date of the termination unless the parties agree in writing to a different period of time. If Virgin terminates this Agreement, then the severance pay provisions of Section 13(B) above, shall not apply. If Virgin voluntarily resigns pursuant to this Section, the City shall pay Virgin all accrued compensation due to him up to his final day of employment, including any accrued personal time off, calculated at the rate of pay in effect upon the date of termination. The City shall have no further financial obligation to Virgin pursuant to this Agreement. This subsection shall not

prevent the Virgin from collecting any money earned as a result of participation in the City's deferred retirement program.

Section 15. Disability.

If Virgin becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13(B) of this Agreement.

Section 16. Indemnification.

A. The City shall defend, save harmless, and indemnify Virgin against any action for any injury or damage suffered as a result of any act, event, or omission of action that he reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for Virgin's acts or omissions committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Virgin shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in Virgin's capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his employment with the City.

Section 17. Bonding.

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance, or law.

Section 18. Code of Ethics.

Inasmuch as Virgin is an active full member of the International City/County Management Association ("ICMA"), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern Virgin's conduct and actions as City Manager of the City.

Section 19. Notices.

The notices sent to any person pursuant to this Agreement shall be in writing and transmitted by messenger, certified mail, return receipt requested, facsimile or telegram, and shall be mailed or delivered as follows:

As to City:

Mayor
City of Miramar
2300 Civic Center Place Miramar, FL 33025
Telephone: (954) 602-3150
Facsimile: (954) 602-3583

With a Copy to:

Miramar City Attorney
Austin Pamies Norris Weeks Powell PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770

As to City Manager:

Roy L. Virgin
8170 SW 28th Street
Davie, FL 33328
Telephone: (954) 602-3830
Facsimile: (954) 602-3935

Any of the foregoing parties may, by Notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

Section 20. General Terms and Conditions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect

B. 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 that party.

C. This Agreement shall be binding upon and inure to the benefit of Virgin's heirs at law or personal representative.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon Virgin's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to Virgin's designated beneficiaries; and
2. Payment of accrued leave balances in accordance with this Agreement; and
3. Payment of all outstanding hospitalization, medical, and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the respective dates under each signature: THE CITY OF MIRAMAR, through its City Commission, signing by and through the Mayor, duly authorized to execute this Agreement pursuant to City Commission Action on October 15, 2025, and ROY L. VIRGIN, duly authorized to execute this Agreement.

CITY OF MIRAMAR, a Florida municipal corporation

Attest:

Denise A. Gibbs, City Clerk

By: _____
Wayne M. Messam, Mayor

Date: ____ day of _____, 2022~~5~~

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR
ONLY:

By: _____
Dr. Roy L. Virgin, City Manager

Date: ____ day of _____, 2025

By: _____
City Attorney,
Austin Pamies Norris Weeks Powell PLLC

EXHIBIT "A" BENEFITS

- The City agrees to pay the City's and City Manager's portions of premiums for group health, group dental, and group vision insurance, covering City Manager and City Manager's eligible dependents, commencing on the effective date of this Agreement. The Comprehensive insurance plan options include HMO, POS, and HDHP.
- Long Term Disability Insurance coverage at 100% coverage provided by the City.
- The City shall provide Long Term Care coverage to the City Manager.
- Supplemental Insurance Coverage available by payroll deduction for the following voluntary products: Short Term Disability, Secure Life Whole Life Insurance, Cancer Plus, Critical Illness Plan, Accident Plan, Hospital Indemnity and Legal Assistance.
- Non-smoker benefit for additional life insurance, plus additional accidental death & dismemberment in the amount of \$20,000.
- Virgin will receive 375 hours of position basis leave and 175 hours of floating leave annually which Virgin will have the option to convert to cash. Any carry-over amount of PBL (if unable to take because of the demand of the position) and floating leave will not expire and can be rolled over from time to time.
- Annual cost-of-living adjustment of 3% of his current base salary.
- Virgin shall receive a City-paid life insurance package which includes basic life coverage in an amount of three (3) times his salary up to a maximum of \$810,000. A non-smoker benefit provided upon submittal of a non-smoker affidavit which increases the value by an additional \$20,000. Accidental Death and Dismemberment insurance equal to the full value of the life insurance coverage will also be included. Life insurance benefits can be converted by the City Manager upon separation of his employment, at which time any continuation of this benefit will be at the City Manager's expense.
- Cellular phone or cellular phone allowance in the amount of Two Hundred and Fifty Dollars (\$250) per month, internet allowance, data allowance, and electronic equipment.
- All other benefits afforded to employees covered by the annual Comprehensive Pay Plan.