

**RESOLUTION NO. 2022 - 035**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NOS. 2014-029, 2015-023, 2016-025, 2018-042 AND 2020-022; APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RUSSELL MUÑIZ, FOR THE POSITION OF TOWN CLERK/ASSISTANT TOWN ADMINISTRATOR; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIFTH MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2014, pursuant to Resolution No. 2014-029, the Town Council approved an Agreement with Russell Muñiz, for the position of Town Clerk; and

**WHEREAS**, on January 22, 2015, pursuant to Resolution No. 2015-023, the Town Council approved the First Amendment to the Agreement, and agreed to increase his base salary to \$88,000, retroactive to January 1, 2015, to give him the additional job responsibilities and added title of Assistant Town Administrator, and to increase the Town's retirement contribution to seven percent (7%); and

**WHEREAS**, on January 28, 2016, pursuant to Resolution No. 2016-025, the Town Council approved the Second Amendment to the Agreement, and agreed to increase Russell Muñiz' salary to \$100,000 annually, with the proviso that if he resigns prior to December 31, 2018, that he would pay back to the Town \$5,000 per year from January 1, 2016 through December 31, 2018, less any proration thereof, and to increase the number of PTO days to 25 days with a 10 day rollover, with the proviso that should he resign the PTO payout would only be based on a maximum of 20 days; and

**WHEREAS**, on March 8, 2018, pursuant to Resolution No. 2018-042, the Town Council approved the Third Amendment to the agreement, and agreed to increase Mr. Muñiz' annual salary to \$105,000 per year applied retroactively to January 1, 2018; and

**WHEREAS**, on February 13, 2020, pursuant to Resolution No. 2020-022, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$120,000 per year applied retroactively to January 1, 2020, with the proviso that if he resigns prior to December 31, 2021, that he would pay back to the Town \$15,000 per year from January 1, 2020 through December 31, 2021, less any proration thereof; and

**WHEREAS**, on February 11, 2021, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$123,600 per year applied retroactively to January 1, 2021; and

**WHEREAS**, on January 27, 2022, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$135,600 per year applied retroactively to January 1, 2022, with the proviso that if he resigns prior to December 31, 2024, that he would pay back to the Town \$12,000 per year from January 1, 2022 through December 31, 2024, less any proration for days not worked at the Town; and

**WHEREAS**, this Resolution, as directed by the Town Council, seeks to memorialize the Town Council's motion.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby amends Resolution Nos. 2014-029, 2015-023, 2016-025, 2018-042, and 2020-022, and approves the Fifth Modification to the Agreement between the Town of Southwest Ranches and Russell Muñiz, for the position of Town Clerk/Assistant Town Administrator, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Fifth Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 27<sup>th</sup> day of January, 2022, on a motion by Vice Mayor Member Jablonski and seconded by Council Member Kuczenski.

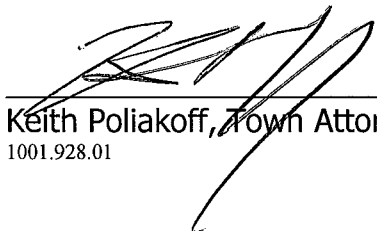
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Kuczenski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:  
  
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.928.01

**FIFTH AMENDMENT**  
**TO THE AGREEMENT BY AND BETWEEN**  
**THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AND**  
**RUSSELL MUÑIZ, FOR THE POSITION OF**  
**TOWN CLERK/ASSISTANT TOWN ADMINISTRATOR**

THIS FIFTH AMENDMENT is made and entered into this 27<sup>th</sup> day of January, 2022 by and between the Town of Southwest Ranches, a Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Russell Muñiz, an individual, (hereinafter referred to as "Town Clerk/Assistant Town Administrator") for the position of Town Clerk/Assistant Town Administrator.

**WITNESSETH:**

**WHEREAS**, on March 13, 2014, pursuant to Resolution No. 2014-029, the Town Council approved an Agreement with Russell Muñiz, for the position of Town Clerk; and

**WHEREAS**, on January 22, 2015, pursuant to Resolution No. 2015-023, the Town Council approved the First Amendment to the Agreement, and agreed to increase his base salary to \$88,000, retroactive to January 1, 2015, to give him the additional job responsibilities and added title of Assistant Town Administrator, and to increase the Town's retirement contribution to seven percent (7%); and

**WHEREAS**, on January 28, 2016, pursuant to Resolution No. 2016-025, the Town Council approved the Second Amendment to the Agreement, and agreed to increase Russell Muñiz' salary to \$100,000 annually, with the proviso that if he resigns prior to December 31, 2018, that he would pay back to the Town \$5,000 per year from January 1, 2016 through December 31, 2018, less any proration thereof, and to increase the number of PTO days to 25 days with a 10 day rollover, with the proviso that should he resign the PTO payout would only be based on a maximum of 20 days; and

**WHEREAS**, on March 8, 2018, pursuant to Resolution No. 2018-042, the Town Council approved the Third Amendment to the agreement, and agreed to increase Mr. Muñiz' annual salary to \$105,000 per year applied retroactively to January 1, 2018; and

**WHEREAS**, on February 13, 2020, pursuant to Resolution No. 2020-022, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$120,000 per year applied

retroactively to January 1, 2020, with the proviso that if he resigns prior to December 31, 2021, that he would pay back to the Town \$15,000 per year from January 1, 2020 through December 31, 2021, less any proration thereof; and

**WHEREAS**, on February 11, 2021, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$123,600 per year applied retroactively to January 1, 2021; and

**WHEREAS**, on January 27, 2022, the Town Council conducted a performance review, and after finding exemplary service agreed to increase Russell Muñiz' salary to \$135,600 per year applied retroactively to January 1, 2022, with the proviso that if he resigns prior to December 31, 2024, that he would pay back to the Town \$12,000 per year from January 1, 2022 through December 31, 2024, less any proration for days not worked at the Town; and

**WHEREAS**, this Resolution, as directed by the Town Council, seeks to memorialize the Town Council's motion.

**WHEREAS**, this Fifth Amendment to the Agreement seeks to codify the agreement reached between Russell Muñiz' and the Town Council; and

**WHEREAS**, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are hereinafter collectively referred to as the "Agreement";

**NOW, THEREFORE**, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. Section 3 "Salary", shall be amended as follows:

**Salary.**

Town agrees to pay Clerk, who has assumed the additional job duties as the Assistant Town Administrator, for his services rendered hereto based on an annual salary of One Hundred and Thirty Five Thousand Six Hundred Dollars and No Cents (\$135,600.00) ~~One Hundred and Twenty Thousand Dollars (\$120,000.00)~~ payable in accordance with the Town's standard payroll procedures, with the proviso that if Town Clerk/Assistant Town Administrator resigns prior to December 31, 2024, that, ~~that~~ the prorated portion of the Twelve Thousand

Dollars and No Cents (\$12,000.00) ~~Fifteen Thousand Dollars (\$15,000.00)~~ per year commencing January 1, 2022~~0~~, shall be repaid to the Town within thirty (30) days of Clerk's departure from the Town. The Town, in its sole discretion, may apply Town Clerk/Assistant Town Administrator's final payment against any funds that may be owed to the Town. Town may, at its own option, increase the base salary and/or benefits of the Town Clerk/Assistant Town Administrator in such amounts and to such extent as the Council may determine that is desirable to do so.

In addition to the aforementioned, Town agrees to contribute twelve percent (12%) of Town Clerk/Assistant Town Administrator's annual salary to Town Clerk's ICMA retirement account.

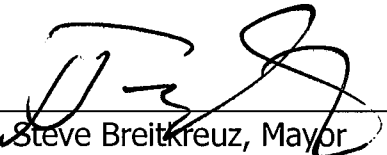
3. All other Sections remained unchanged and shall remain in full force and effect.

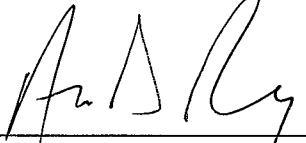
**[Signatures on Following Page]**

FIFTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE TOWN OF  
SOUTHWEST RANCHES, FLORIDA, AND RUSSELL MUÑIZ, FOR THE POSITION  
OF TOWN CLERK/ASSISTANT TOWN ADMINISTRATOR.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date(s) indicated above.

**TOWN OF SOUTHWEST RANCHES**

By:   
Steve Breitkreuz, Mayor

By:   
Andrew D. Berns, Town Administrator

ATTEST:  
  
Russell Muñiz, Town Clerk/Assistant Town Administrator

**RUSSELL MUÑIZ**

By:   
Russell Muñiz

Approved as to Form and Correctness:

  
Keith M. Poliakoff, Town Attorney  
1001.929.01