

RESOLUTION NO. 2016 - 025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NOS. 2014-029 AND 2015-023; APPROVING THE SECOND MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RUSSELL MUÑIZ, FOR THE POSITION OF TOWN CLERK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE SECOND 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 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, the Town Council conducted Russell Muñiz' performance review 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; 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 and 2015-023, and approves the Second Modification to the Agreement between the Town of Southwest Ranches and Russell Muñiz, for the position of Town Clerk, in substantially the same form as that attached hereto as Exhibit "A".

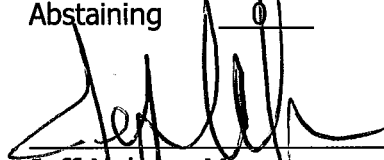
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Second Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 28th day of January, 2016, on a motion by Council Member Breitzkreuz and seconded by Council Member Fisikelli.

Nelson	<u>Yes</u>
McKay	<u>No</u>
Breitzkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
Jablonski	<u>Yes</u>

Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Town Clerk/Assistant Town Administrator

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
113108590.1

SECOND AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AND
RUSSELL MUÑIZ, FOR THE POSITION OF
TOWN CLERK

THIS SECOND AMENDMENT is made and entered into this 28th day of January, 2016 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") for the position of Town Clerk.

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 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, the Town Council conducted Russell Muñiz' performance review 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; and

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

WHEREAS, the Agreement, the First Amendment, and the Second 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.

~~In consideration of the acceptance of additional job duties and the additional title of Assistant Town Administrator, commencing on January 1, 2015, 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 Thousand Dollars (\$100,000.00) ~~Eighty Eight Thousand Dollars (\$88,000.00)~~ payable in accordance with the Town's standard payroll procedures, with the proviso that if Clerk resigns prior to December 31, 2018, that, that the prorated portion of Five Thousand Dollars (\$5,000.00) per year commencing in 2016, 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 Clerk'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 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 seven percent (7%) of Town Clerk's annual salary to Town Clerk's ICMA retirement account.

3. Section 7 "Paid Time Off", shall be eliminated in its entirety and replaced as follows:

~~Clerk shall be allowed to take twenty (20) ~~twenty-five (25)~~ paid time off days per calendar year. Since this Agreement commences in March, Clerk shall only be entitled to take sixteen (16) paid time off days from the date of commencement through December 21, 2014. Thereafter, paid time off shall be calculated commencing on January 1 each year and terminating on December 31. Any days not utilized by December 31 shall be lost and shall not transfer to the next year. Further, Clerk shall not receive any additional compensation for days not utilized. A maximum of ten (10) annual paid time off days may be carried over by the Clerk to the next calendar year. Any further carry over shall be subject to Town Council approval. Paid time off shall include sick, personal, and vacation days. Any days missed in excess of the paid time off days may be taken without compensation, provided Clerk received the formal approval of the Town Administrator.~~

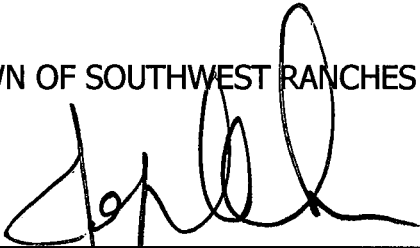
4. All other Sections remained unchanged and shall remain in full force and effect.


[Signatures on Following Page]

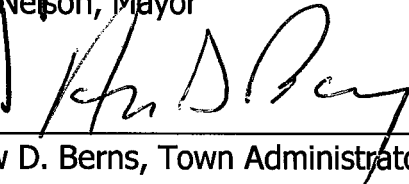
SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, AND RUSSELL MUÑIZ, FOR THE POSITION OF
TOWN CLERK

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

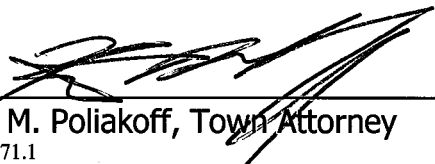
TOWN OF SOUTHWEST RANCHES TOWN CLERK

By: 
Jeff Nelson, Mayor

By: 
Russell Muñiz

By: 
Andrew D. Berns, Town Administrator

Approved as to Form and Correctness:


Keith M. Poliakoff, Town Attorney
112344871.1