

RESOLUTION NO. 2020 - 022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NOS. 2014-029, 2015-023, 2016-025, AND 2018-042; APPROVING THE FOURTH AMENDMENT 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 FOURTH 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, 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, 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, and 2018-042, and approves the Fourth 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”.

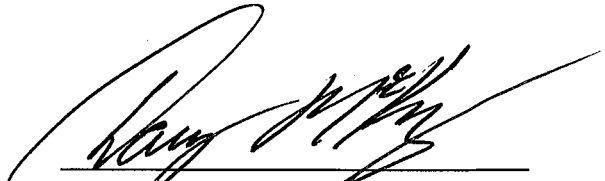
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Fourth Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit “A” and to make such modifications, additions and/or deletions which they deem necessary 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 13th day of February, 2020, on a motion by Council Member Jablonski and seconded by Vice Mayor Schroeder.

McKay	<u>Yes</u>	Ayes	<u>5</u>
Schroeder	<u>Yes</u>	Nays	<u>0</u>
Amundson	<u>Yes</u>	Absent	<u>0</u>
Hartmann	<u>Yes</u>	Abstaining	<u>0</u>
Jablonski	<u>Yes</u>		

[Signatures on Following Page]




Doug McKay, Mayor

Attest:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
36638166.1

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

THIS FOURTH AMENDMENT is made and entered into this 13th day of February, 2020 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 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, 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, this Fourth 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, and the Fourth 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 Twenty Thousand Dollars (\$120,000.00) ~~One Hundred and Five Thousand Dollars (\$105,000.00)~~ payable in accordance with the Town's standard payroll procedures, with the proviso that if Clerk resigns prior to December 31, 2021, that, that the prorated portion of Fifteen Thousand Dollars (\$15,000.00) per year commencing January 1, 2020, 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 ten percent (10%) of Town Clerk's annual salary to Town Clerk's ICMA retirement account.

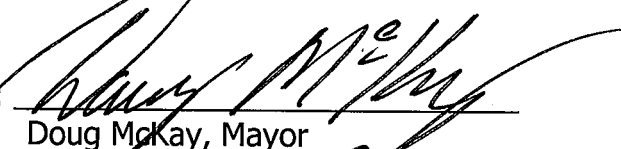
3. All other Sections remained unchanged and shall remain in full force and effect.

[Signatures on Following Page]

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

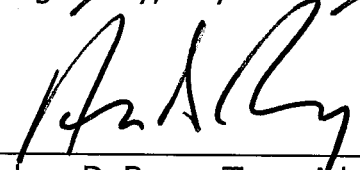
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated above.

TOWN OF SOUTHWEST RANCHES

By: 
Doug McKay, Mayor

RUSSELL MUÑIZ

By: 
Russell Muñiz

By: 
Andrew D. Berns, Town Administrator

ATTEST:

Russell Muñiz, Town Clerk/Assistant Town Administrator

Approved as to Form and Correctness:


Keith M. Poliakoff, Town Attorney
112344871.1