

RESOLUTION NO. 12-2081

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA;  
APPROVING SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT BETWEEN TOWN  
MANAGER, ROGER M. CARLTON AND THE  
TOWN; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on September 14, 2010 by Resolution No.1952, the Town Commission approved an Employment Letter between Roger M. Carlton, as Interim Town Manager and the Town; and

**WHEREAS**, on December 14, 2010 by Resolution No. 10-1987, the Town Commission approved an Employment Agreement to employ the services of Roger M. Carlton as Town Manager (see Attachment "A"); and

**WHEREAS**, Roger M. Carlton has agreed to accept the terms and conditions set forth in the Second Amendment to Employment Agreement attached hereto as Exhibit "B."

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above and foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Approval of Employment Agreement.** The Second Amendment to Employment Agreement between Roger M. Carlton and the Town attached hereto as Exhibit "B" be and the same is hereby approved. The terms of said Employment Agreement shall be effective May 8, 2012.

**Section 3. Authorization to Execute.** The Mayor shall execute the Employment Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

Motion by <sup>Vice Mayor</sup> ~~Commissioner~~ Kanakin, Second by Commissioner Lisbon.

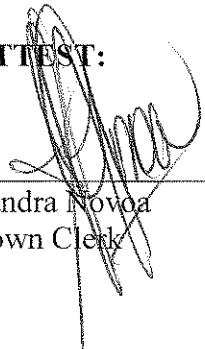
PASSED AND ADOPTED this 8<sup>th</sup> day of May, 2012

**FINAL VOTE ON ADOPTION**

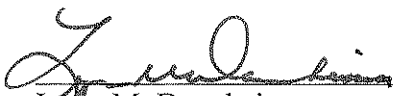
Commissioner Michelle Klugman	<u>NO</u>
Commissioner Sheldon Lisbon	<u>YES</u>
Commissioner Marta Olchyk	<u>Absent</u>
Vice Mayor Michael Karukin	<u>YES</u>
Mayor Daniel Dietch	<u>YES</u>

  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**  
**TOWN MANAGER**

This Addendum to the Employment Agreement dated December 15, 2010 (“Agreement”) approved by Resolution No. 10-1987 is made and entered into this \_\_\_\_\_ day of May, 2012 (“ Second Addendum”), between the Town of Surfside, a Florida municipal corporation, (the “Town”) and Roger M. Carlton (“Town Manager”). The Amendment and Agreement shall collectively be referred to herein as the “Final Agreement”. In the event of any conflict between this Amendment and the Agreement, it is agreed that this Amendment shall control.

**RECITALS:**

WHEREAS, the Town Manager and the Town now wish to extend the Town Manager’s term and amend certain provisions of the Agreement including the salary, payment schedule in the event of severance, and retirement plan;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement the parties agree as follows:

**Section 1. Recitals.**

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Salary.**

Section 3.1 of the Agreement is now amended as follows:

Beginning May 14, 2012, the Town Manager shall receive an annual salary in the amount of \$145,000.00 payable in equal installments in accordance with the Town's existing pay periods.

**Section 3. Retirement Contribution.**

Section 9 of the Agreement is now amended as follows:

Beginning May 14, 2012, the Town shall contribute into the ICMA retirement program an amount equal to 15 % of his annual salary. This provision shall replace and supersede the provision of Section 9 previously provided in the Employment but in no event shall exceed 15% of the annual salary.

**Section 4. Term.**

Section 17 is hereby amended as follows:

This Second Amended Agreement shall commence on May 8, 2012, and continue until December 15, 2013 unless extended annually by mutual agreement.

**Section 5.**

Section 18.2 relating to termination is hereby amended as follows:

18.2 In the event the Town Commission wishes to terminate the Town Manager without cause prior to the expiration of the Term specified in Section 17, the Town Manager shall receive severance payment as follows:

(i) if terminated without cause between May 8, 2012, through and including the month of July, 2013, a severance payment equal to five (5) months' salary; (ii) in the month of

August, 2013, a severance payment equal to four (4) months' salary; (iii) in the month of September, 2013, a severance payment equal to three (3) months' salary; (iv) in the month of October, 2013, a severance payment equal to two (2) months salary; (v) in the month of November, 2013, a severance payment equal to one (1) months' salary.

For purposes of this Section, "severance payment" shall be based upon the salary specified in Section 3.1 as may be amended from time to time. All severance payments shall be paid to Town Manager in a lump sum upon his termination without cause or within no more than thirty (30) days thereafter at the Town Commission's option.

**Section 6.** Town Manager shall obtain life insurance in the amount of \$250,000 and the Town will reimburse the Town Manager for the cost of the insurance and the related taxes. The amount of reimbursement shall be proportionately reduced by the amount of insurance the Town provides to the general employees. e.g., if the Town provides \$50,000 of insurance to the general employees, the reimbursement shall be 80% of the cost of the Town Manager's policy plus related taxes.

**Section 7.** The balance of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Commission in accordance with Resolution No. \_\_\_\_\_ passed on May 8, 2012, and Town Manager have signed an executed this Agreement the day and year first above written.

**TOWN OF SURFSIDE**

By: \_\_\_\_\_  
**Daniel Dietch, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Sandra Novoa, Town Clerk**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
**Lynn M. Dannheisser,  
Town Attorney**

**TOWN MANAGER**

\_\_\_\_\_  
**Roger M. Carlton**  
Date \_\_\_\_\_