

RESOLUTION 16- 2400

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN TOWN MANAGER, GUILLERMO OLMEDILLO, AND THE TOWN OF SURFSIDE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 34 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, on December 9, 2014, the Town Commission approved Resolution No. 14-2278 wherein the Town entered into an Employment Agreement (the “Agreement”) engaging the services of Guillermo Olmedillo as the Town Manager and he accepting this employment;

WHEREAS, the Town and Town Manager agree to make revisions to the Agreement to address the Town Manager’s on going consulting responsibilities, the provision of life insurance coverage consistent with the terms of the applicable insurance policy and an incorrect statutory reference in the Agreement, which is attributed to the Legislature’s recent renumbering of statutory provisions; and

WHEREAS, these revisions to the Agreement are set forth in the Amendment to Employment Agreement (the “Amendment”) attached hereto as Exhibit “A.”

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

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

Section 2. Approval of Amendment to Employment Agreement. The Amendment to Employment Agreement between the Town Manager and the Town attached hereto as Exhibit “A” is hereby approved.

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

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 13th day of October, 2016.

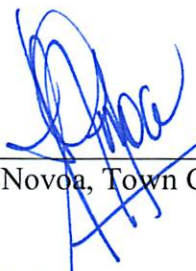
Motion by Commissioner Karukin, second by Commissioner Paul

FINAL VOTE ON ADOPTION


Commissioner Daniel Gielchinsky	yes
Commissioner Michael Karukin	yes
Commissioner Tina Paul	yes
Vice Mayor Barry Cohen	yes
Mayor Daniel Dietch	yes



Daniel Dietch, Mayor

Attest: 

Sandra Novoa, Town Clerk

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


Brett J. Schneider, Special Labor Counsel to the Town

AMENDMENT TO EMPLOYMENT AGREEMENT
TOWN MANAGER

This Amendment to Employment Agreement (“the Amendment”) is made and entered into this _____ day of October, 2016, between the Town of Surfside, a Florida municipal corporation, (the “Town”) and Guillermo Olmedillo (“Town Manager”).

RECITALS

WHEREAS, Section 34 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, on December 9, 2014, the Town Commission approved Resolution No. 14-2278 wherein the Town entered into an Employment Agreement (the “Agreement”) engaging the services of Olmedillo as the Town Manager and Olmedillo accepting this employment; and

WHEREAS, the Town and Town Manager wish to make revisions to the Agreement to address the Town Manager’s on going consulting responsibilities, the provision of life insurance coverage consistent with the terms of the applicable insurance policy and an incorrect statutory reference in the Agreement, which is attributed to the Legislature’s recent renumbering of statutory provisions.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Amended¹: That Sections 2.6, 10 and 18.3 of the Agreement are hereby amended to read as follows:

2.6 The Town Manager hereby acknowledges that, prior to commencing employment with the Town, he maintained his own consulting business. The Town Manager agrees that, upon the commencement of his Town employment, he will not take on any new consulting project, will cease all

¹ Words stricken are deletions; words underlined are additions.

consulting activities (except as noted herein) and will devote all of his time, attention, knowledge and skills to faithfully performing his duties under this Agreement. Notwithstanding the foregoing, the Town Manager may maintain his consulting business for the purpose of receiving payment for consulting work he performed prior to commencing employment with the Town. In addition, and provided he receives advance approval from the Town Commission, the Town Manager may testify or provide documents ~~in response to a valid subpoena served on him~~ before any Miami-Dade County Boards, in any action concerning consulting work he performed before commencing Town employment.

In consideration of the Town Manager's on-going involvement in matters still active before the Florida Courts, the Town agrees to permit the Town Manager to appear at hearings before Miami-Dade County Boards. The Town Manager agrees that these consulting activities will not conflict with any scheduled Town public meetings, or with any administrative matters for which he is responsible.

Section 10. Life Insurance. The Town shall provide the Town Manager with term life insurance equal to his annual salary at his time of hire, unless further amended by the Town Commission.

18.3 Notwithstanding the provisions of Section 18.2, in the event Town Manager is terminated for misconduct as defined in Section 443.036~~(30)~~(29), Florida Statutes, the Town shall have no obligation to pay the Town Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Amendment and the terms of the Employment Agreement, the terms of this Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Amendment, the Employment 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. 16-2400 passed on October 13, 2016, has executed this Agreement the day and year first above written.

TOWN OF SURFSIDE:

By: _____
Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

Linda Miller

Linda Miller, Town Attorney

TOWN MANAGER:

Guillermo Olmedillo

Date _____