



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

SUPPLEMENTAL No. 1

December 13, 2017

7 p.m.

**Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154**

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings

- 3. Consent Agenda** *(Set for approximately 7:30 p.m.) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

Recommended Motion: To approve all consent agenda items as presented below.

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **November 14, 2017 Regular Commission Meeting Minutes**

***B. Town Manager’s Report – Guillermo Olmedillo, Town Manager**

***C. Town Attorney’s Report – Weiss Serota, Town Attorney**

D. Committee Reports – Guillermo Olmedillo, Town Manager

- August 3, 2017 Pension Board Meeting Minutes
- October 2, 2017 Tourist Board Meeting Minutes
- November 6, 2017 Tourist Board Meeting Minutes

E. Deco Bikes, LLC Concession Agreement Renewal - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE FIRST AMENDMENT TO CONCESSION AGREEMENT WITH DECO BIKE, LLC; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Interlocal Memorandum of Understanding (MOU) for the retention of the Lehman Center for Transportation Research at Florida International University to assess the existing shuttle bus services and provide a recommendation on transit routes – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS TO RETAIN THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY (FIU LCTR) TO ASSESS SHUTTLE BUS SERVICES; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH FIU LCTR FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Proposed Agreement with the Miami-Dade State Attorney’s Office to Prosecute Criminal Municipal Ordinances - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Seawall Coalition Resolution– Daniel Dietch, Mayor**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA PROVIDING FOR THE TOWN TO JOIN THE SEAWALL COALITION AND SUPPORTING ITS POLICIES; AUTHORIZING THE TOWN MANAGER TO TRANSMIT THIS RESOLUTION TO THE SEAWALL COALITION; AND PROVIDING FOR AN EFFECTIVE DATE.

**I. High Definition Network Managed System Upgrade - Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE GENERAL TERMS AND CONDITIONS, CUSTOMER CARE SERVICE AGREEMENT, SOFTWARE LICENSE AGREEMENT AND ADDENDUM (COLLECTIVELY, AGREEMENT) WITH AUDIO VISUAL INNOVATIONS, INC./SIGNAL PERFECTION, LTD. FOR THE HIGH DEFINITION NETWORK MANAGED BROADCAST SYSTEM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**J. Public Information Outreach for Charter Amendment - Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING PUBLIC INFORMATION OUTREACH FOR PROPOSED CHARTER AMENDMENT AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE FISCAL YEAR 2017/2018 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

1. Ethics Ordinance – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII. - “CODE OF ETHICS” BY AMENDING SECTION 2-230 TO PROVIDE FOR CONTINUING APPLICATION FOR TWO YEARS AFTER TOWN SERVICE; AMENDING SECTION 2-231 PROHIBITING CERTAIN APPEARANCES AND LOBBYING BY CURRENT PERSONNEL, OFFICERS, COMMITTEE AND BOARD MEMBERS; AND AMENDING SECTION 2-235 (1) TO AMEND THE DEFINITION OF LOBBYIST; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Ordinance providing for medical marijuana dispensaries and imposing restrictions for pharmacies and medical marijuana dispensaries –**
Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2, "DEFINITIONS"; AND BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED USES RELATED TO DRUG STORES AND MEDICAL MARIJUANA DISPENSARIES AND PROVIDE RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. **Freeboard Modification –** Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 "FLOODS", SECTION 42-92 "SPECIFIC STANDARDS" TO ADDRESS LOWEST FLOOR ELEVATION REQUIREMENTS FOR SINGLE FAMILY RESIDENTIAL STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Roof Height Modification –** Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," SECTION 90-2 "DEFINITIONS," TO REVISE THE MEASUREMENT OF ROOF HEIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Town Commission Transmittal of the Comprehensive Plan EAR-Based Amendments - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; AUTHORIZING TRANSMITTAL; PROVIDING FOR SEVERABILITY; CONFLICTS; AND FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 9:00 p.m.) (Note: Depends upon length of Good and Welfare)

A. Approval for work authorization No. 102 to Calvin Giordano & Associates, Inc. for services related to the Surfside Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE GENERAL ENGINEERING SERVICES FOR TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF 95th STREET AND HARDING AVENUE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

****INTENTIONALLY LEFT BLANK****

- B. Resolution urging the Florida Legislature and the Florida Public Service Commission to require the expeditious conversion of overhead electric distribution facilities to underground facilities; further urging the Florida Public Service Commission to condition any Hurricane Irma related cost recovery sought by the State's power utility providers on such providers' required conversion of their electric distribution facilities to underground facilities – Commissioner Daniel Gielchinsky**

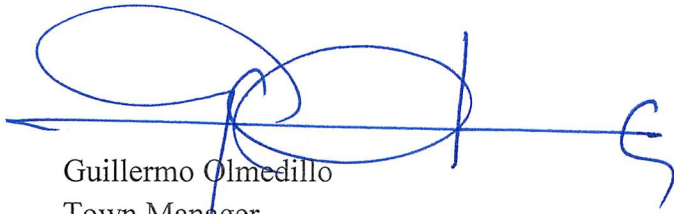
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA PUBLIC SERVICE COMMISSION TO REQUIRE THE EXPEDITIOUS CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; FURTHER URGING THE FLORIDA PUBLIC SERVICE COMMISSION TO CONDITION ANY HURRICANE IRMA COST RECOVERY SOUGHT BY THE STATE'S POWER COMPANIES ON SUCH COMPANIES' REQUIRED CONVERSION OF THEIR OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6. Good and Welfare (*Set for approximately 8:15 p.m.*)**
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.
- 7. Town Manager and Town Attorney Reports**
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the consent agenda and discussed separately.
- 8. Unfinished Business and New Business**
- 9. Mayor, Commission and Staff Communications**
- A. Artificial Grass –** Guillermo Olmedillo, Town Manager
 - B. Legislative Priorities 2018 –** Guillermo Olmedillo, Town Manager
 - C. Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure –** Guillermo Olmedillo, Town Manager
 - D. Tree Planting, Maintenance and Placement of Mulch in the Public Right-Of-Way –** Guillermo Olmedillo, Town Manager

- E. **Additional Sustainability Initiatives** – Mayor Daniel Dietch
- F. **SeeClickFix** - Guillermo Olmedillo, Town Manager
- G. **Ordinance permitting law enforcement to consider potential anti-Semitic motivation for criminal offenses** – Commissioner Daniel Gielchinsky
- H. **Board and Committees Vacancies [Verbal]** – Sandra Novoa, MMC, Town Clerk
 - *Police Department Pension Trust – At Large*
- I. **Annual Town Manager Performance Evaluation** – Mayor Daniel Dietch

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



**Town of Surfside
Town Commission Meeting
December 13, 2017
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: December 1, 2017
Prepared by: Daniel Dietch, Mayor
Subject: Annual Town Manager Performance Evaluation

Background: In accordance with the Town Manager's Employment Agreement, the Town Commission shall conduct a formal performance evaluation at least once annually on or before the anniversary date of each year. His contract, which is attached, specifies an anniversary date of January 5th.

Consideration: The Town Commission has previously used the attached Performance Evaluation Form, which includes the following evaluation criteria categories:

1. Individual Characteristics
2. Professional Skills and Status
3. Relations with the Town Commission
4. Policy Execution
5. Reporting
6. Citizen Relations
7. Staffing
8. Supervision
9. Fiscal Management
10. Community

As the deadline to submit agenda items to the Town Clerk for the January 9, 2018 Commission meeting is December 29, 2017, I suggest completing and submitting the Performance Evaluation Form by 3:00pm on December 26, 2017. This will allow time to compile the results.

Recommendation: The Town Commission confirm the use of the attached Performance Evaluation Form for the period of January 13, 2017 to December 13, 2017 and submit their performance evaluation by 3:00pm on Tuesday, December 26, 2017.

attachments

EMPLOYMENT AGREEMENT
TOWN MANAGER

This Employment Agreement ("Agreement") is made and entered into this 9th day of December, 2014, 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, Town Manager represents he has the expertise and skills to serve as the Town Manager;

WHEREAS, the Town desires to employ the services of Olmedillo as Town Manager and Olmedillo wishes to accept this employment; and

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. Duties.

2.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code.

2.2 The Town Manager shall carry out the policy directives as determined by a majority of the Town Commission.

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2.3. The Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.

2.4 The Town Manager shall attend all Commission meetings unless excused by the Commission. He shall also attend the Town's Planning & Zoning/Design Review Board meetings, Tourist Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfil his duties as Town Manager unless he has schedule conflicts that preclude his attendance.

2.5 The Town Manager shall perform such other duties as may be assigned by the Town Commission from time to time. Should the Town Manager be asked to make a recommendation concerning the award of a Town contract where an entity that the Town Manager previously provided services to through his consulting business, Olmedillo X 5, Inc., is an applicant, the Town Manager shall first seek a Conflict of Interest Opinion from the Executive Director of the Miami-Dade County Commission on Ethics ("MDCCE") before making a recommendation on the award of such contract. Should the MDCCE determine that a conflict of interest exists, the Town Manager shall recuse himself from the decision-making process as to the award of that contract.

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 consulting activities 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

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advance approval from the Town Commission, the Town Manager may testify or provide documents in response to a valid subpoena served on him in any action concerning consulting work he performed before commencing Town employment.

Section 3. Salary.

3.1 The Town Manager shall receive an initial annual salary in the amount of \$155,000 payable in equal installments in accordance with the Town's existing pay periods.

3.2 For purposes of this Agreement, the Town Manager's anniversary date shall be January 5th of each year.

Section 4. Performance Evaluations.

4.1 The Town agrees to conduct formal performance evaluations of the Town Manager in a format acceptable to a majority of the Town Commission after six (6), twelve (12) and twenty-four (24) months of service. The Town Commission shall thereafter evaluate the performance of the Town Manager at least once annually on or before the anniversary date of each year. It is understood and agreed that if the Town Manager receives a positive evaluation from the Commission, the Town Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon: (i) the Town Manager's performance of the duties specified in Section 2; (ii) the Town Manager's achievements of the Town Commission's policy directives; and (iii) the Town Manager's completion of appropriate professional development programs.

Section 5. Holidays.

The Town Manager shall be entitled to all holidays recognized by the Town.

Section 6. Annual (Vacation) Leave.

6.1 The Town Manager shall accrue 15 business days of annual leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with 5 of those 15 days of annual leave upon the commencement of his employment and will begin accruing the remaining 10 days of annual leave after he completes four months of Town employment. The Town Manager shall submit leave slips for annual leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued vacation leave will be governed by Town policy for non-union civilian employees unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control. After five (5) years of continuous employment as Town Manager, he shall accrue 20 business days of annual leave per calendar-year on a pro rata basis equally per pay period.

6.2 The Town Manager shall not use more than five (5) consecutive business days of vacation leave without prior verbal or written approval of the Mayor. Prior to such leave, the Town Manager shall notify the Commission of who the Acting Town Manager will be during that leave and how the Town Manager may be reached while on leave in case of an emergency.

Section 7. Sick Leave.

The Town Manager shall accrue 12 business days of sick leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with 4 of those 12 days of sick leave upon the commencement of his employment and will begin accruing the remaining 8 days of sick leave after he completes four months of Town employment. The Town Manager shall submit leave slips for sick leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued sick leave will be governed by Town policy for non-union civilian employees



unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control.

Section 8. Retirement Plan.

Within 14 business days of the commencement of his employment as Town Manager, the Town Manager shall elect either to receive a 15% contribution of his base salary into an ICMA retirement plan (such contribution to be made on a pro rata basis equally per pay period) or he may choose to participate in the Town's Retirement Plan as codified in Chapter 2 of the Town Code. The Town Manager shall make such election in writing to the Town's Human Resource Director. If no such election is made, the Town Manager shall participate in the ICMA retirement plan as set forth above.

Section 9. Health Insurance.

The Town shall provide the Town Manager and his eligible dependents with health insurance coverage (i.e., medical, dental and vision) at the Town's cost in the Town's health insurance plans available to all other Town employees.

Section 10. Life Insurance.

The Town shall provide the Town Manager with term life insurance equal to his annual salary.

Section 11. Professional Dues and Expenses.

11.1 The Town shall pay for all customary professional dues and subscriptions necessary for the Town Manager's participation in the ICMA, FCCMA and AICP. In addition, the Town Manager's participation in other municipal and professional organizations shall be as approved in the Town's annual budget.

11.2 The Town shall pay for the Town Manager's participation in those local civic and non-profit job-affiliated organizations that the Town Manager is authorized to participate in by the Town Commission, as approved in the Town's annual budget.

11.3 The Town, through its Controller, shall pay reasonable non-personal job-related expenses incurred by the Town Manager as part of his duties. Such payments shall be made on a reimbursement basis, based upon the Town Manager's actual receipts and expense vouchers. A budget for such anticipated expenditures shall be approved in the Town's annual budget.

11.4 The Town shall provide the Town Manager with an automobile allowance of \$550 per month.

Section 12. Cellular.

The Town shall provide the Town Manager with a cellular telephone or provide an allowance of \$100 per month.

Section 13. Travel.

The Town Manager is hereby approved to attend the annual FCCMA Conference or an equivalent conference at the Town's expense, provided that his attendance at this Conference does not interfere with the performance of his duties as Town Manager. In addition, the Town shall pay for the reasonable and customary registration and travel expenses of the Town Manager for meetings and professional development activities as directed or annually budgeted by the Town Commission.

Section 14. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 15. Bonds.

The Town shall pay for the cost of any bonds for the Town Manager required by Florida Law or the Town Charter.

Section 16. Indemnification.

The Town shall indemnify the Town Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring

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during the performance of the Town Manager's duties. This provision shall not apply to acts or omissions of the Town Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 17. Term.

The commencement date of this Agreement shall be the date the Town Commission adopts Resolution No. 14-2278. The Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or special Town Commission meeting, subject to the provisions set forth in this Agreement.

Section 18. Termination.

18.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or Special Town Commission meeting.

18.2 In the event the Town Commission wishes to terminate the Town Manager without cause, the Town Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination. The Town shall also continue to pay the premium for the Town Manager's health insurance for 20 weeks after the effective date of his termination. The Town shall not provide the Town Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits)

shall be paid to the Town Manager in a lump sum upon his termination or within thirty (30) days thereafter at the Town Commission's option.

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), 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.

18.4 Upon payment of the severance payment specified in Section 18.2, upon resignation or retirement as provided for in Section 18.5, or resignation as provided for in Section 18.6, the Town shall have no further contractual financial obligations to the Town Manager. **The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.**

18.5 In the event that the Town Manager voluntarily resigns or retires during the Term of this Agreement, the Town Manager shall provide the Town with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Town Manager under this Section, the Town Manager shall not be entitled to receive the severance package specified in Section 18.2, but the Town shall pay the Town Manager for his accrued unused vacation and sick leave (if applicable) calculated at the Town Manager's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

18.6 In the event that the Town Manager voluntarily resigns with less than 60 days' advance written notice, the Town Commission may elect to terminate the Town Manager immediately or allow

the Town Manager to continue to serve until the date specified in the Town Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Town Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Town Commission authorizes payment of same.

18.7 If the Town Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Town Commission may terminate this Agreement. If the Town Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Town Commission may terminate this Agreement. In the event of the Town Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Town Manager shall not be entitled to severance pay pursuant to Section 18.2 of this Agreement.

18.8 Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Town Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time. If the Town Manager is terminated pursuant to Section 18.3 of this Agreement, sick and vacation leave shall not be paid.

Section 19. Miscellaneous Provisions.

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained

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Sandra Novoa

From: Daniel Dietch
Sent: Friday, December 01, 2017 12:10 PM
To: Guillermo Olmedillo
Cc: Duncan Tavares; Sandra Novoa
Subject: Town Manager Performance Evaluation Discussion Item
Attachments: Discussion Item Memorandum_TMEvaluation_120117.pdf

Mr. Manager,

As discussed, attached please find a discussion item to place on the December 13, 2017 Commission Agenda. Please let me know if you have any questions. Thanks.

Daniel

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Daniel E. Dietch

Mayor

Town of Surfside

9293 Harding Avenue

Surfside, FL 33154

Tel: 305 861-4863

Fax: 305 861-1302

Cell: 305 992-7965

E-mail: <mailto:ddietch@townofsurfsidefl.gov>

Web: <http://www.townofsurfsidefl.gov/>