

Town of Miami Lakes, Florida

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AGENDA

Special Meeting

December 18, 2018

6:30 PM

Government Center

6601 Main Street Miami Lakes, FL 33014

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Moment of Silence**
5. **Public Comments**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

6. **Items for Discussion and Action**

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN EDWARD PIEDERMANN AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT #2 BETWEEN ALEX REY AND THE TOWN OF MIAMI LAKES;

AUTHORIZING THE TOWN ATTORNEY AND TOWN MAYOR TO IMPLEMENT THE TERMS AND CONDITIONS, AND EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (Cid)

7. Adjournment

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at www.miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council 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 includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 12 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Employment Contract between Mr. Edward Pidermann and the Town of Miami Lakes
For The Town Manager Services
Date: 12/18/2018

Recommendation:

It is recommended that the Council approve a four (4) year agreement with Mr. Edward Pidermann for Town Manager.

Background:

At the December 4, 2018 Town Council Meeting, the Town Council nominated Edward Pidermann as Town Manager to succeed Alex Rey. The Town Council provided the Town Attorney with direction to negotiate a contract subject to Council approval.

Mr. Pidermann has agreed to a four (4) year contract which will pay him \$178,000, This amount is approximately \$18,000 less than Mr. Alex Rey, if you take into account the bonus that Mr. Rey was annually entitled to. In addition, Mr. Rey was entitled to an annual payment of \$2,500 towards his deferred compensation plan, which Mr. Pidermann has agreed to waive.

Additionally, the Contract provides Mr. Pidermann with a \$650 car allowance (Mr. Pidermann has agreed to drive the entire Town two (2) times per week), health insurance, and participation in the Florida Retirement System (FRS) in the Senior Management Service Class (the Town Manager has an opt out provision at the same rate as if he participated in the FRS). Additionally, this agreement affords the Town Manager 2 fewer days of annual leave than Mr. Rey in the first year of the agreement. Mr. Pidermann has agreed to a severance package that is 4 weeks shorter than what Mr. Rey is entitled to.

This agreement ensures that Mr. Pidermann shall continue to pursue Credentialing from the International City/County Managers Association (ICMA), and provides the Town Council with the opportunity to evaluate the Town Manager's performance, and elect to modify his annual salary or benefits.

Mr. Pidermann's official start date will be February 4, 2019, and Mr. Alex Rey's resignation date shall be January 31, 2019. Therefore, the Town shall have an interim manager between those dates.

ATTACHMENTS:

Description

Town Manager Resolution

Town Manager Agreement

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN EDWARD PIEDERMANN AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE EXPENDETURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 3.1 of the Town of Miami Lakes (the “Town”) Charter provides for a Town Manager to act as the Chief Administrative Officer of the Town; and

WHEREAS, Section 3.3 of the Town Charter provides that the appointment of the Town Manager shall be made by the Town Council, based on the qualifications of the Town Manager with feedback from the community; and

WHEREAS, Section 2.55 of the Town Code provides the procedures for Town Manager Selection, which include the use of a Manager Selection Committee, comprised of residents, to interview and provide the Town Council with a list of eligible candidates; and

WHEREAS, after many meetings, review of applications and resumes, and numerous interviews, the Selection Committee provided the Town Council with a short list of five (5) candidates; and

WHEREAS, on December 4, 2018, the Town Council selected and nominated Edward Pidermann from the short list; and

WHEREAS, Edward Pidermann has agreed to the terms of the agreement; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to authorize the Mayor and Town Attorney to take appropriate measures to execute an agreement and employ Edward Pidermann as Town Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

Section 2. **Approval of the Contracts.** The Town Council hereby approves the contract for Town Manager with Mr. Edward Pidermann, provided and attached hereto as Exhibit “A.”

Section 3. **Authorization of the Town Mayor and Town Attorney to Finalize and Execute Contract.** The Town Council authorizes the Town Mayor and Town Attorney to take all necessary steps to finalize and execute an agreement attached hereto as Exhibit “A” with Mr. Edward Pidermann for Town Manager.

Section 4. **Authorization of Fund Expenditure.** The Town Council authorizes the expenditure of budgeted Town Funds to fulfill the terms of the agreement attached hereto as Exhibit “A.”

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____
Vice Mayor Nelson Rodriguez _____
Councilmember Carlos O. Alvarez _____
Councilmember Luis Collazo _____
Councilmember Josh Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

EMPLOYMENT AGREEMENT

TOWN MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 18th day of December, 2018, between the Town of Miami Lakes, Florida, a municipal corporation, (the "Town") and Edward Pidermann ("Pidermann" or "Town Manager"). The effective date of this agreement shall be February 2, 2018.

RECITALS:

WHEREAS, Article III, 3.16 of the Town Charter (the "Charter") requires that there shall be a Town Manager, who shall be the Chief Administrative Officer of the Town; and

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

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

Section 1. Duties.

- 1.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Town Code.
- 1.2 The Town Manager shall carry out the policy directives of the Town Council including implementation of the Town's Strategic Plan.
- 1.3 The Town Manager shall provide the Town Council with a monthly report, which shall include a list of directives from the Town Council and the status of the achievement of the same.
- 1.4 The Town Manager shall perform such other duties as may be assigned by the Town Council from time to time.

Section 2. Salary.

- 2.1 The Town Manager shall receive an initial annual salary in the amount of \$178,000, payable in equal bi-weekly installments starting on February 2, 2018. This salary shall be adjusted by the Town Council as specified in Section 3 of the Agreement.
- 2.2 For purposes of this Agreement, the Town Manager's anniversary date shall be February 1st of each year.

Section 3. Performance Evaluations.

- 3.1 The Town Council shall evaluate the performance of the Town Manager at least once annually within 30 days of the Town Manager's anniversary date. Based upon the results of the annual evaluation, the Town Council may, in its sole discretion, grant a salary increase and/or grant additional benefits to the Town Manager.
- 3.2 The evaluation specified in Section 3.1 shall be based upon (i) the Town Manager's performance of the duties specified in Section 1; and (ii) the Town Manager's achievements of the Town Council's policy directives. Within 90 days of the Town Manager's start date, the Town Council, in consultation with the Town Manager, shall develop criteria for making the annual evaluation.

Section 4. Deferred Compensation/Retirement Benefits.

- 4.1 The Town shall make a contribution for the Town Manager into the Florida Retirement System (FRS) at the rate specified for the Senior Management Service Class. The Town Manager shall be required to contribute to his FRS retirement as required by the Florida Retirement System. The Town Manager shall not be required but will have the option to contribute to a deferred compensation fund.
- 4.2 At the Town Manager's sole discretion, he may elect to opt out of participation in the FRS. If the Town Manager elects to opt out of the FRS, the Town shall make a contribution to a 401(a) account on behalf of the Town Manager, equal to the required employer contribution that the Town would have made to the FRS in 4.1 above. If the Town Manager exercises his rights under Section 4.2, the Town Manager shall not be required to make a contribution.

Section 5. Professional Dues and Expenses.

- 5.1 The Town shall pay for all reasonable and customary professional dues and subscriptions necessary for Town Manager's participation in municipal associations and organizations, as approved in the Town's annual budget.
- 5.2 The Town shall pay for the Town Manager's participation in those local civic and nonprofit job-affiliated organizations that the Town Manager is directed to participate in by the Town Council.
- 5.3 The Town Manager agrees to expeditiously pursue ICMA Credentialing.
- 5.4 The Town agrees to pay expenses related to ICMA Credentialing.

Section 6. Automobile.

- 6.1 The Town Council will provide the Town Manager with a monthly automobile allowance of \$650.00. The Town Manager agrees to drive all of the neighborhoods of the Town of Miami Lakes no less than two (2) times per week. If the Town Manager is on leave at least three (3) days of any given week, 6.1 shall not apply. The Town Manager shall maintain a log and map of the dates and times when he complies with the terms of this section.

Section 7. Insurance Benefits

- 7.1 At the election of the Town Manager, the Town shall either provide at the Town's expense, a policy for hospitalization, major medical, and dental insurance (DPPO) for the Town Manager, his spouse and his dependents ("Insurance Benefits") as well as disability insurance for the Town Manager only, or provide the Town Manager with the cash equivalent of the cost of providing the Insurance Benefits. The Town will provide the above insurance coverages (or cash equivalent) at the Town's standard health insurance program, and the Town Manager shall be solely responsible for cost differential for any enhanced coverage above what the Town provides.
- 7.2 The Town shall purchase a term life insurance policy for Town Manager in the amount of 100% of the Town Manager's annual salary. The Town Manager shall designate the beneficiary of such policy.

Section 8. Annual Leave and Holidays.

- 8.1 On the effective date of this agreement the Town shall issue 3 days of annual leave to the Town Manager's leave balance. Subsequent to the issuance of the first 3 days of annual leave, the Town Manager shall be issued annual leave as follows:
- February 1, 2019 – January 31, 2020 20 days annually
 - February 1, 2020 – January 31, 2021 21 days annually
 - February 1, 2021 – January 31, 2022 22 days annually
 - February 1, 2022 – January 31, 2023 23 days annually

Such leave shall accrue equally per pay period.

- 8.2 The Town Manager shall accrue Sick time at the same rate and in the same manner as other Town Executive Class employees. Unused sick leave shall be carried over into the following year.
- 8.3 The Town Manager shall not use more than seven (7) consecutive days of annual leave without prior approval of the Town Council. Unused annual leave shall be carried over into the following year.
- 8.4 The Town Manager shall be entitled to such holidays as are recognized by the Town, including Floating Holidays.
- 8.5 As used in this Section, the work day shall mean business day.

Section 9. Travel and Meeting Expenses.

- 9.1 The Town shall pay for reasonable and customary travel expenses of Town Manager for meetings and seminars as annually budgeted by the Town Council or as may be directed by the Town Council.

Section 10. Equipment.

10.1 The Town shall provide the Town Manager with the use of electronic equipment necessary for the Town Manager to make himself available to perform his duties. Such equipment shall include those items necessary for the Town Manager to utilize the Town's computer network at all times and maintain communication with the Town's residents, Town Council and staff at all times.

Section 11. Days.

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

Section 12. Bonds.

12.1 The Town shall pay for the cost of any bonds for the Town Manager required pursuant to Section 3.5 of the Charter.

Section 13. Reduction of Compensation.

13.1 The Town Council shall not at any time during the term of this Agreement reduce the salary or benefits provided to the Town Manager below the levels provided for in this Agreement.

Section 14. Employment Exclusive.

14.1 The Town Manager shall remain in the exclusive employ of the Town and shall not accept any other employment during the term of this Agreement without the prior approval of the Town Council.

Section 15. Term.

15.1 This Agreement shall commence on February 2nd, 2018 and continue until February 1, 2023, unless terminated earlier as provided in this Agreement.

Section 16. Termination.

16.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of the Town Manager at any time.

16.2 In the event the Town Council wishes to terminate Town Manager, it shall do so in accordance with the provisions of Section 3.2 of the Charter.

16.3 In the event the Town Manager is terminated, without cause (as defined in 16.4 below), the Town Manager shall receive a severance payment, which will consist of a payment of 16` weeks' worth of Town Manager's base pay and benefits at the time of termination and a payout for all accrued and unused annual leave and sick time as of the date of termination, calculated at the Town Manager's rate of pay at that time. The foregoing

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

- 16.4 Notwithstanding the provisions of Section 16.3, in the event Town Manager is terminated for cause, the Town shall have no obligation to provide the Town Manager any severance pay. For the purposes of this Agreement, "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, (iv) gross insubordination or (v) willful neglect of duty.
- 16.5 Upon payment of the severance payments specified in Section 16.3, or upon termination as provided for in Sections 16.4 or 16.8, the Town shall have no further financial obligations to Town Manager. The severance payments specified in Section 16.3 shall constitute agreed, stipulated, and liquidated damages and constitute the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.
- 16.6 In the event the Town Manager voluntarily resigns 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 any severance pay, unless otherwise agreed to by the parties, but the Town shall provide the Town Manager with a payout for all accrued annual leave and sick time calculated at the Town Manager's rate of pay in effect upon the date of termination.
- 16.7 In the event the Town Manager voluntarily resigns with less than 60 days advance written notice, the Town Manager shall not be entitled to any severance pay nor shall the Town Manager receive payment for any accrued annual leave or sick time.
- 16.8 If the Town Manager is unable to perform his duties as specified in Section 1 of this Agreement due to disability, sickness, accident or injury, as certified by a physician, for a period exceeding ninety (90) calendar days or due to death, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, the Town Manager shall not be entitled to any severance pay, however, the Town Manager or his designated beneficiary shall receive a payment for all accrued unused annual leave and sick time.
- 16.9 In the event that the Town Manager elects to move outside of the Town of Miami Lakes, the Town Council shall have the right to terminate this agreement, without paying any severance pay to the Town Manager. The Town Manager shall give notice to the Town within ten (10) days of moving out of the Town. The Town Council shall have sixty (60) days from this notice to terminate this contract in writing to the Town Manager. If the Town Manager moves out of the Town of Miami Lakes due to destruction of his home for any reason, this provision shall not apply during the period of reconstruction of the home.

Section 17. Conflict of Interest Prohibition.

- 17.1 Town Manager shall not without the expressed prior approval of the Town Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Town, except for stock ownership in any company whose capital stock is publicly held and regularly traded or for the purchase of real property for the purposes of home ownership, investment or rental.

- 17.2 The Town Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Miami-Dade County Code of Ethics pertaining to public employees.

Section 18. Miscellaneous Provisions.

- 18.1 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 not commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 18.2 Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.
- 18.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 18.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 18.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.
- 18.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.
- 18.7 Waiver of Jury Trial. Both the Town and the Town Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.
- 18.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Town Council meeting. Notice shall be sent as follows:

For the Town: Manny Cid, Mayor
Town of Miami Lakes
6601 Main Street,
Miami Lakes, FL 33014
Telephone: (305)364-6100
Email: Cidm@miamilakes-fl.gov

With a copy to: Raul Gastesi, Town Attorney
Town of Miami Lakes
6601 Main Street,
Miami Lakes, FL 33014

Telephone: (305)364-6100
Email: rgastesi@gastesi.com

For the Town Manager: Edward Pidermann
to his then current home address

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by Council Motion on December 18th, 2018, and Town Manager have signed and executed this Agreement on the day and year written below.

Town Manager

Town of Miami Lakes

By: _____
Edward Pidermann

By: _____
Manny Cid, Mayor

Date: _____

Attest:

By: _____
Gina Inguanzo, Town Clerk

Approved as to legal sufficiency:

By: _____
Raul Gastesi, Town Attorney



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Modifications to the Employment Agreement between Mr. Alex Rey and the Town of Miami Lakes for the Town Manager Services
Date: 12/18/2018

Recommendation:

It is recommended that the Town Council approve the Modifications to the Employment Agreement between Mr. Alex Rey and the Town of Miami Lakes for the Town Manager Services.

Background:

The Town Manager submitted his resignation letter effective the end of March 2019, which prompted the Town Council to commence a Town Manager Selection Process, consistent with the Town Charter.

After months of deliberations, review of applications, and interviews, the Town Manager Selection Committee delivered a short list of five (5) candidates to the Town Council. On December 4, 2018, the Town Council nominated Edward Piedermann, with direction to the Town Attorney to negotiate an agreement.

Mr. Piedermann and the Town have agreed on a start date of February 4, 2019. This presents a dilemma, since two managers cannot be employed by the Town at the same time. Mr. Alex Rey has agreed to resign as Town Manager, effective January 31, 2019. By doing so, Mr. Alex Rey has agreed to waive his right to a severance package currently stipulated in his current agreement. In exchange, the Town and Mr. Alex Rey have agreed that Mr. Alex Rey will continue to serve the Town as a consultant until March 31, 2019.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT #2 BETWEEN ALEX REY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN ATTORNEY AND TOWN MAYOR TO IMPLEMENT THE TERMS AND CONDITIONS, AND EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) Manager, Mr. Alex Rey, has submitted his resignation letter effective March 31, 2019; and

WHEREAS, on December 4, 2019, the Town Council nominated Edward Pidermann to succeed Mr. Alex Rey as Town Manager; and

WHEREAS, Mr. Edward Pidermann and the Town have agreed to a start date of February 4, 2019; and

WHEREAS, the Town cannot have two managers operating at the same time; and

WHEREAS, Mr. Alex Rey has agreed to resign effective January 31, 2019, and continue servicing the Town as a Consultant until March 31, 2019; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to amend the Contract with Mr. Alex Rey.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

Section 2. **Approval of Amendment.** The Employment Agreement between Alex Rey and the Town will amend the following:

15.2: Notwithstanding the contract term in Section 15.1, if the Town Council appoints a new Manager with a start date prior to the expiration of the term in Mr. Rey's contract, Mr. Rey's last day as Manager would be January 31, 2019, at which time Mr. Rey will receive in a lump sum the same compensation and benefits as required by his contract through March 31, 2019. The Town Manager shall not be entitled to the 20 weeks of base pay and benefits reference in paragraph 16.3 of the Agreement. Additionally, Mr. Rey agrees to attend scheduled meetings and briefings, and respond to emails and phone calls from the new Town Manager until March 31, 2019.

Section 3. **Authorization of the Town Mayor and Town Attorney to Implement and Execute Amendment to Town Manager Agreement.** The Town Council authorizes the Town Attorney and Town Mayor to take all necessary steps to implement and execute the terms and conditions of the Amendment to the Town Manager's Agreement.

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

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____
Vice Mayor Nelson Rodriguez _____
Councilmember Carlos O. Alvarez _____
Councilmember Luis Collazo _____
Councilmember Josh Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A