



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

#Item 8.c

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Sharon P. Ragoonan, Village Manager

DATE: January 10, 2017

TITLE: Resolution 2017-01

Recommendation

Approval of Resolution 2017-01.

Background

Following the resignation of the Police Chief on December 2, 2016, and during the process to fill the position, an Interim Police Chief has been appointed.

On December 21, 2016, an agreement between the Village of Biscayne Park and Corporal Nicholas Wollschlager was executed appointing Corporal Wollschlager as the Interim Chief of Police effective January 3, 2017.

Resolution 2017-01 will serve as the Commission's confirmation of the Village Manager's execution of the agreement.

Attachment

- Resolution 2017-01
- Agreement to Serve as Temporary Interim Chief of Police

Prepared by: Maria C. Camara, Village Clerk

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3 **RESOLUTION NO. 2017-01**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, RATIFYING**
8 **THE VILLAGE MANAGER'S EXECUTION OF**
9 **THE AGREEMENT BETWEEN THE**
10 **VILLAGE OF BISCAYNE PARK AND**
11 **NICHOLAS WOLLSCHLAGER FOR THE**
12 **POSITION OF INTERIM CHIEF OF POLICE;**
13 **PROVIDING FOR AN EFFECTIVE DATE**
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16 WHEREAS, on December 2, 2016, as a result of a resignation, the position of Chief of
17 Police for the Village of Biscayne Park became vacant; and,

18 WHEREAS, immediately thereafter the Village Manager began to formulate the process
19 to fill the position of Chief of Police which is expected to be completed in March of 2017,
20 therefore requiring the appointment of an Interim Chief of Police; and,

21 WHEREAS, after a review of the qualifications of several candidates, Nicholas
22 Wollschlager, currently a Corporal for the Village of Biscayne Park Police Department, was
23 selected as the best suited and qualified to fill the position of Interim Chief of Police; and,

24 WHEREAS, the Village Commission finds it to be in the best interests of the residents
25 of the Village to enter into an Agreement with Nicholas Wollschlager for the position of Interim
26 Chief of Police for the Village of Biscayne Park Police Department and Nicholas Wollschlager
27 has agreed to the terms of the agreement as presented.
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29 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
30 THE VILLAGE OF BISCAYNE PARK, FLORIDA, that
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32 **Section 1.** The forgoing "WHEREAS" clauses are hereby ratified and confirmed as
33 being true and correct and are hereby made a specific part of this Resolution upon adoption.

34 **Section 2.** The Village Commission of the Village of Biscayne Park authorizes the
35 Village Manager to execute the Agreement between the Village of Biscayne Park and Nicholas
36 Wollschlager substantially in the form attached hereto as Exhibit "A".

37 **Section 3.** This Resolution shall be effective upon adoption.

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PASSED AND ADOPTED this _____ day of _____, 2017.

The foregoing resolution upon being put to a vote, the vote was as follows:

Tracy Truppman, Mayor

Mayor Truppman: ____
Vice Mayor Coviello: ____
Commissioner Johnson-Sardella: ____
Commissioner Ross: ____
Commissioner Tudor: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Agreement to Serve as Temporary Interim Chief of Police

This ~~21st~~ day of December, 2016 by and between the Village of Biscayne Park, a Florida municipal corporation (hereinafter "Village") and Nicolas Wollschlager, a Village of Biscayne Park Police Officer (hereinafter "Wollschlager") for the provision of temporary interim Chief of Police services.

WHEREAS, Wollschlager has served as a police officer for the Village for the last 5 years; and

WHEREAS, recently, the Village Chief of Police resigned, creating a vacancy in that position; and

WHEREAS, the Village is in the process of searching outside the Department for a permanent Chief of Police; and

WHEREAS, the Village is in need of an Interim Chief of Police during the time that a search and selection process is being made; and

WHEREAS, Wollschlager is willing and has agreed to serve as Interim Chief of Police;

NOW, THEREFORE, it is hereby mutually agreed by the parties as follows:

1. TERM. Wollschlager shall begin serving as Interim Chief of Police effective January 3, 2017 and shall continue to serve as Interim Chief of Police for a temporary period, not anticipated to exceed ninety (90) days. The terms of this Agreement may be extended or reduced by mutual written agreement.

2. SERVICES. Wollschlager shall perform all duties and functions required by the regular position of Chief of Police and in performing such services Wollschlager shall comply at all times with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services.

3. COMPENSATION. In addition to Wollschlager's regular salary, Wollschlager shall be paid an additional \$5,000 dollars (five thousand dollars) per month. That amount shall be paid on a bi-weekly and pro-rated basis.

4. RETURN TO PREVIOUS POSITION. The Village and Wollschlager recognize that the Interim Chief of Police position is an at-will position and, at the sole discretion of the Village, Wollschlager may be removed as Interim Chief of Police and this Agreement may be terminated at any time. The Village recognizes and agrees that, although this Agreement may be

terminated at any time, Wollschlager is guaranteed to return to his previous position with all previous seniority and benefits.

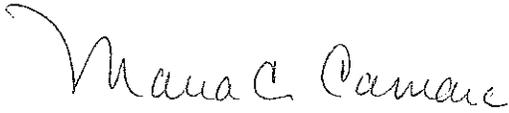
5. RATIFICATION/APPROVAL. The parties recognize that this Agreement, in order to continue past January 11, 2017, will need to be approved/ratified at its Commission meeting.

6. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and no other agreement or changes have been made to Wollschlager's employment status.

IN WITNESS WHEREOF, the parties have executed this Agreement on December 21st, 2016.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

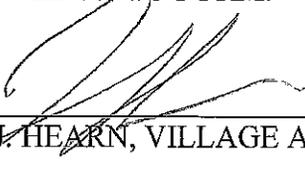


MARIA CAMARA, VILLAGE CLERK



SHARON RAGOONAN, VILLAGE MANAGER

APPROVED AS TO FORM:



JOHN J. HEARN, VILLAGE ATTORNEY

NICOLAS WOLLSCHLAGER

