RESOLUTION NO. 2017-52

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND GLENN STOLZENBERG FOR THE PROVISION OF INVESTIGATIVE SERVICES RETROACTIVE TO OCTOBER 1, 2017; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village is in need of professional services to investigate an outstanding internal police matter; and

WHEREAS, Glenn Stolzenberg (hereinafter "Stolzenberg") is capable of providing the necessary services; and

WHEREAS, on February 8, 2017, the Village and Stolzenberg entered into a Employment Agreement for the provision of investigative services; and

WHEREAS, it was not necessary during that Agreement's term to use Stolzenberg's services; however, the Village has been using the services of Stolzenberg over the last month in order not to delay any proceedings; and

WHEREAS, Village administration has requested that the Village Commission approve the Employment Agreement retroactive to October 1, 2017; and

WHEREAS, the Village Commission finds it to be in the best interests of its residents to approve the Employment Agreement between the Village of Biscayne Park and Glenn Stolzenberg retroactive to October 1, 2017;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Employment Agreement between the Village of Biscayne Park and Glenn Stolzenberg for the provision of investigative services, attached hereto as Exhibit "1", is hereby approved retroactive to October 1, 2017.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 7th day of November, 2017.

Tracy Truppman, Mayor

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

Mayor Truppman: Yes
Vice Mayor Ross: Yes
Commissioner Bilt: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Tudor: Yes

Attest:

Marlen D. Martell, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

EMPLOYMENT AGREEMENT
(Part-Time Police Investigator)

This Agreement is hereby entered on the 1 day of October, 2017, by and between the Village of Biscayne Park, a municipal corporation (hereinafter referred to as "Village"), and, Glenn Stolzenberg (hereinafter referred to as "Employee").

A. The Village Manager of the Village of Biscayne Park desires to contractually retain Employee to exercise powers and duties of a part-time civilian police investigator for the Village on an interim temporary basis.

B. The Village desires to fix and determine the scope, nature and extent of the services and compensation for those services.

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

1. TERM: The operative date of this Agreement shall be October 1, 2017, and shall continue and remain in effect for a period of time of one hundred eighty (180) days. The terms of this Agreement may be extended or reduced by mutual written agreement.

2. SERVICES: Under the direction of the Police Chief, Employee shall perform all duties and functions required by the Chief of Police for a part-time police investigator working for the Department 's Internal Affairs Office.

3. EMPLOYMENT SCHEDULE: Employee will make himself available as needed for the position and as required by the Police Chief.

4. COMPENSATION: In consideration for the performance of the services rendered pursuant to this Agreement, the Village shall pay Employee an hourly rate of sixty dollars ($60.00) per hour. Pay schedules shall be in accordance with normal Village payroll practices. The Village agrees to pay its share of the contract employee's Social Security taxes including Medicare. The maximum amount of compensation to be paid to Employee shall not exceed ten thousand dollars ($10,000.00).

5. BENEFITS: Employee shall not be entitled to any benefits, payments or compensation other than those enumerated above or as required by law.

6. TERMINATION: The Village shall have the right to terminate services with Employee without cause at any time upon written notice. Employee shall have the right to voluntarily resign the position with the Village at any time upon written notice given ten (10) working days in advance.

7. INDEMNIFICATION BY VILLAGE: Whenever in the performance of or in connection with the performance of official duties on behalf of the Village, the Village shall, to the maximum extent permitted by law, indemnify and hold Employee harmless against any and all claims, damages and expenses, including reasonable attorney's fees, judgments, fines, settlements,

and other amounts actually and reasonably incurred in connection with any proceeding arising from the course and scope of employment under this Agreement. The Village shall to the maximum extent permitted by law continue this same indemnification and representation after Employee is no longer employed by the Village for any act or incident arising out of Employee's performance of official duties. The Village does not waive its sovereign immunity under this or any other provision.

8. JURISDICTION: The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought relating to this Agreement shall be heard exclusively in a State court in the County of Miami-Dade.

9. INTEGRATION: This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the Village that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.

10. SEVERABILITY: If any of the provisions of this Agreement are held invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Village of Biscayne Park

Krishan Manners, Village Manager

11-7-17
Date

Glenn Stolzenberg
Glenn Stolzenberg, Employee

10-12-2017
Date

ATTEST:

Marlen D. Martell, Village Clerk

APPROVED AS TO FORM:

John J. Hearn, Village Attorney