

RESOLUTION NO. 2019-146

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL FOR THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE ATTORNEY; AUTHORIZING THE VILLAGE COUNCIL TO HIRE JOHN DELLAGLORIA AS VILLAGE ATTORNEY WITH A START DATE OF NOVEMBER 12, 2019; PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Vice Mayor John DuBois, including the Village Council as a whole)

WHEREAS, in October 2019 the Mayor and Village Council selected John Castle Dellagloria as their Village Attorney; and

WHEREAS, the terms, conditions and job responsibility, collectively referred to as his “employment agreement” has been negotiated by Vice Mayor John DuBois as designated by a motion of the Village Council and are stated in the three (3) sections below.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1 - Employment Terms and Conditions:

- a) The Village Attorney shall be a full time (W-2) employee of the Village of Palmetto Bay (hereinafter referred to as “Village”) at an annualized starting salary of one hundred and thirty thousand dollars (\$130,000).
- b) The Village Attorney shall report and be accountable to the Village Council.
- c) The Village Attorney shall begin his employment with the Village on Tuesday, November 12, 2019.
- d) The Village Attorney shall devote whatever time is necessary to properly perform the duties (as described below) of his position. This shall include, on average, a minimum of forty (40) hours per week. Village Attorney is an Exempt Employee as such, shall not be entitled to overtime for over forty hours of work per week.

- 1 e) Paid Time Off (PTO) shall be the same as other W-2 Charter Officers
2 which is 8 hours for each bi-weekly pay period (26 days per year) with
3 up to 30 days of PTO eligible for roll-over each year if applicable. Upon
4 separation, the Village Attorney is entitled to be compensated for
5 unused PTO.
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- 7 f) The Village Attorney is entitled to all paid holidays granted to all general
8 Village employees.
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- 10 g) The Village Attorney shall be entitled to enroll in the Village's "457" plan
11 with the Village paying six percent (6%) into that plan.
12
- 13 h) The Village shall afford the Village Attorney the right to participate in
14 any other benefits or working conditions as provided for the
15 Administrative Employees of the Village, however, he WAIVES the
16 following benefits;
17
 - 18 i. Comprehensive Medical, Dental, Disability Insurance,
19 Accidental Death Insurance and Life Insurance.
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- 21 i) The Village Attorney shall participate in an annual evaluation by any
22 and all Village Council members who wish to perform one in whatever
23 form they choose.
24
- 25 j) The Village Attorney shall be an at will employee which means he may
26 be terminated at any time with or without cause for the convenience
27 and by action of the Village Council. Upon Termination, the Village
28 Attorney is not entitled to any compensation beyond the last date of
29 employment as determined by the Village Council except as otherwise
30 provided herein (PTO, if any).
31
- 32 k) The Village Attorney shall not have any conflicts while employed by the
33 Village. Therefore, he warrants that he does not now have and that he
34 will not enter into any contract or relationship with another person that
35 creates a conflict of interest, as that term is described in sec. 2-11.1 of
36 the Miami-Dade County code and the Village conflict of interest and
37 ethics codes (if any). Further, he warrants that he has not paid, or
38 agreed to pay, any person any consideration for the procurement of
39 this employment offer. The Village Attorney represents that he will
40 uphold all the state, county and any Village ethics codes (if existing),

1 and the Florida public meeting and public records laws (Sunshine
2 laws). When in doubt, he will consult either the Village Council and/or
3 the Miami-Dade County Commission on Ethics and Trust for an opinion
4 or for direction. The Village Attorney will not represent any entity that
5 presents a conflict with his position as Village Attorney.
6

7 l) To the Extent permitted by law and as limited by Section 768.28 FS,
8 the Village shall defend, save/hold harmless and indemnify the Village
9 Attorney against any tort, professional liability claim or demand or other
10 legal action out of an alleged act or omission occurring in connection
11 with the performance of the duties of the Village Attorney so long as
12 the Village Attorney is acting within the scope of his employment. The
13 Village, or its insurance carrier, will pay or settle any such claim or suit
14 or judgment rendered thereon. The Village agrees to bear the full cost
15 of any fidelity or other bonds as may be approved the Village Council
16 pursuant to the Village Charter.
17

18 m) The Village Attorney shall be responsible to carry malpractice
19 insurance in the amount \$500,000.
20

21 n) The Village Attorney shall provide in his personnel file to the Office of
22 Human Resources a disclosure of existing clients and agree not to
23 bring on any new clients, at least not without the approval of the Village
24 Council.
25

26 o) The Village Attorney shall have the ability to hire outside legal counsel
27 as deemed necessary with the approval of the Village Council
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29 **Section 2 – Primary Duties and Responsibilities:**
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31 a) Perform complex professional and responsible administrative work in
32 overseeing the legal affairs of the Village.
33

34 b) Serve as legal counsel to the Village Council, Village Manager, Village
35 Clerk, Village staff and Committees.
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37 c) Determine and recommend to the Village Council the appropriate
38 combination of internal legal counsel/staff and outside counsel for all
39 legal matters consistent with the policies of the Village relating to
40 selection and/or use of outside legal counsel.

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- d) Act as the liaison between the Village Council and outside legal counsel in matters handled by outside legal counsel.
- e) Be responsible to maintain a detailed report of all his activities and projects each month, including reporting his activities during the monthly Village Attorney’s Report.

Section 3 – Essential Duties:

- a) Oversee and manage litigation and guide Village Council on litigation strategy for significant legal and administrative cases brought against the Village.
- b) Draft and/or supervise the drafting of Ordinances and Resolutions as requested by Village Council members consistent with Village policy.
- c) Provide answers and/or legal opinions to questions on Village related legal and land use/zoning matters to the Village Council and Village Manager in a timely manner as and when requested.
- d) Attend Regular Council meetings (including Zoning Hearings), Special Council Meetings, and Committee of the Whole Workshops as and when scheduled.
- e) Draft or Supervise the drafting of contracts, deeds, leases, releases, franchise agreements and other legal documents on behalf of the Village.
- f) With the exception of litigation handled by outside counsel, represent the Village in legal matters when needed and practical, bring suits necessary to be instituted by the Village, defend the Village against suits brought against it, and handle appellate litigation.
- g) Oversee expenditures and billing details for outside legal counsel to protect the Village from unnecessary legal costs.
- h) Attend Village Land Use/Zoning staff meetings and other meetings that the Village Manager determines would benefit from the Village Attorney’s presence.

- 1 i) Perform other tasks as may be requested from the Village Council,
- 2 Manager and Clerk for the purpose and benefit of advancing Village
- 3 business.
- 4
- 5 j) Handle Foreclosure actions in an economically prudent manner for the
- 6 Village and monitor insurance claims.
- 7

8 **Section 4.** This Resolution shall take effect immediately upon its
 9 adoption.

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 11 **PASSED and ADOPTED** this 4th day of November 2019.

12
 13 **Attest:**

14
 15 DocuSigned by:
 16 *Missy Arocha*
 17 _____
 18 **Missy Arocha, Village Clerk**

15 DocuSigned by:
 16 *Karyn Cunningham*
 17 _____
 18 **Karyn Cunningham, Mayor**

19
 20 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
 21 RELIANCE OF THE VILLAGE OF PALMETTO BAY, ONLY:

22
 23 DocuSigned by:
 24 *Dexter W. Lehtinen*
 25 _____
 26 **Dexter W. Lehtinen**
 27 **Village Attorney**

28
 29 **FINAL VOTE AT ADOPTION:**

30		
31	Councilmember Patrick Fiore	<u>YES</u>
32		
33	Councilmember David Singer	<u>YES</u>
34		
35	Councilmember Marsha Matson	<u>YES</u>
36		
37	Vice Mayor John DuBois	<u>YES</u>
38		
39	Mayor Karyn Cunningham	<u>YES</u>