

RESOLUTION 2022 - 2871

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND TOWN MANAGER, ANDREW HYATT, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Surfside (the "Town") provides for a Town Manager to act as the chief executive officer and the head of the administrative branch of the Town government;

WHEREAS, the Town Commission previously approved an Employment Agreement with Andrew Hyatt dated October 27, 2020, and effective November 2, 2020 (the "Agreement"); and

WHEREAS, the Town Manager has been employed by the Town for approximately 18 months, and the Town Commission wishes to amend certain provisions of the Agreement, including a salary adjustment to account for market and inflationary conditions; and

WHEREAS, the changes to the Agreement are set forth in the First Amendment to Employment Agreement attached hereto as Exhibit A" ("First Amendment"), and includes changes to Section 3.1 (Salary); and

WHEREAS, the Town Commission finds that the First Amendment is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of First Amendment to Employment Agreement. The First Amendment between the Town and Andrew Hyatt attached hereto as Exhibit "A" is hereby approved. The Town Mayor is hereby authorized to execute the First Amendment on behalf of the Town.

Section 3. Implementation. The Town Mayor and Town Officials are hereby authorized to take all action necessary to implement the First Amendment and the purposes of this Resolution.

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

PASSED and ADOPTED this 27th day of April, 2022.

Motion by: Commissioner Landsman

Second by: Commissioner Velasquez

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman Yes

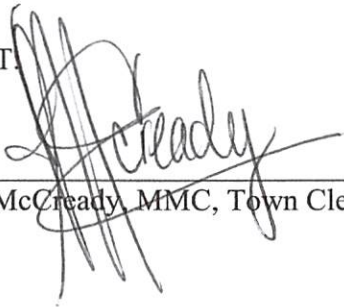
Commissioner Marianne Meischeid Yes

Commissioner Nelly Velasquez Yes

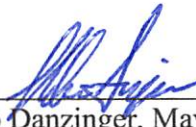
Vice Mayor Jeff Rose No

Mayor Shlomo Danzinger No

ATTEST



Sandra McCready, MMC, Town Clerk



Shlomo Danzinger, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT, TOWN MANAGER
BETWEEN
TOWN OF SURFSIDE AND ANDREW HYATT**

This First Amendment to Employment Agreement, Town Manager (the “First Amendment”) between the Town of Surfside and Andrew Hyatt, is made and entered into this ____ day of May, 2022, by and between the Town of Surfside, a Florida municipal corporation (the “Town”) and Andrew Hyatt (“Town Manager”). Collectively, the Town and Town Manager shall be referred to as the Parties.

WITNESSETH

WHEREAS, on October 27, 2020, the Parties entered into an Employment Agreement whereby the Town Manager agreed to serve as the Town of Surfside Manager pursuant to Section 34 of the Charter (the “Agreement”); and

WHEREAS, the Agreement provides in Section 17 (Term) that the commencement date of the Agreement shall be November 2, 2020; and

WHEREAS, the Parties desire to amend the Agreement by entering into this First Amendment to modify Section 3 (Salary and Reimbursement for Relocation), as set forth herein; and

WHEREAS, the Town Manager has been employed with the Town for approximately 18 months and has not received a salary or compensation adjustment, and market and inflationary conditions warrant an adjustment in salary; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the Parties agree as follows:

Section 1. Amendment to Section 3 (Salary and Reimbursement for Relocation) of the Agreement. Section 3 of the Agreement shall be amended as follows:

¹ Additions to existing text are shown by underline; deletions are shown by ~~strikeout~~.

Section 3. Salary and Reimbursement for Relocation.

* * *

3.1 Effective May 1, 2022, ~~the~~ Town Manager shall receive an ~~initial~~ annual salary in the amount of ~~\$165,000~~ \$185,000 payable in equal installments in accordance with the Town's existing pay periods.

* * *

Section 2. No Further Modifications; Ratification. All other terms and conditions of the Agreement not in conflict or superseded by the First Amendment shall remain in full force and effect as if set forth in full herein and are hereby ratified.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

TOWN MANAGER:

Andrew Hyatt

Date Executed: _____

TOWN OF SURFSIDE:

By: _____
Shlomo Danzinger, Mayor

Date Executed: _____

ATTEST:

Sandra McCready, MMC,
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney