

RESOLUTION NO. 2026-3558

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING TOWN CLERK SANDRA N. MCCREADY, MMC AS ACTING TOWN MANAGER IN ADDITION TO HER DUTIES AS TOWN CLERK; APPROVING THE INTERIM EMPLOYMENT AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 35 of the Town Charter (the “Charter”) designates the Town Manager as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Article II, Section 11(1) of the Charter empowers the Town Commission of the Town of Surfside ("Town Commission") to appoint and remove the Town Manager; and

WHEREAS, Section 12 of the Charter authorizes the Town Commission to appoint an Acting Town Manager in the event of the absence, illness, death, discharge, or resignation of the Town Manager, and further provides that, within ninety (90) days after the appointment of an Acting Town Manager, the Town Commission must appoint either a permanent Town Manager or an Acting Town Manager; and

WHEREAS, at its October 27, 2025 Special Commission Meeting, the Town Commission appointed Mario Diaz of MAD Strategic Consulting, LLC to serve as Acting Town Manager, and on November 12, 2025, the Town Commission adopted Resolution No. 2025-3466 approving a Professional Services Agreement with MAD Strategic Consulting, LLC for such services; and

WHEREAS, the services of MAD Strategic Consulting, LLC as Acting Town Manager concluded effective August 13, 2026; and

WHEREAS, Ms. McCready may continue to serve as Town Clerk and may continue to perform all of the duties of that position, including her duties as custodian of the Town's public records, while serving as Acting Town Manager; and

WHEREAS, Ms. McCready previously served the Town as Acting Town Manager from October 22, 2025 through October 30, 2025, and at its October 27, 2025 Special

Commission Meeting, the Town Commission voted unanimously to compensate her at the rate of the Town Manager's salary for that period of service; and

WHEREAS, Chapter 4, Section G.7 of the Town's Personnel Policies and Procedures Manual authorizes a special salary adjustment where an employee assumes additional responsibilities not required in the current job classification, and provides that a special salary adjustment not within the approved budget is subject to review and approval by the Town Commission; and

WHEREAS, Chapter 2, Section B.3 of the Town's Personnel Policies and Procedures Manual provides that the Town Manager may not grant any increase in compensation or benefits in any form resulting in greater than a five percent (5%) change in compensation in a calendar year without Town Commission approval; and

WHEREAS, the Town Commission now desires to formalize the terms and conditions of Ms. McCready's service as Acting Town Manager, including her compensation, in accordance with the Interim Employment Agreement, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Interim Employment Agreement and to proceed as indicated in this Resolution.

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

Section 1. Recitals Adopted. The above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Acting Town Manager Appointed. The Town Commission hereby appoints Sandra N. McCready, MMC as Acting Town Manager of the Town of Surfside, effective as of August 13, 2026 at 5:01 pm, to serve in that capacity, which may be in addition to her duties as Town Clerk, until the Town Commission appoints a permanent Town Manager or as otherwise provided in the Interim Employment Agreement and in accordance with the Town Charter.

Section 3. Approval of Interim Employment Agreement. The Interim Employment Agreement between Sandra N. McCready, MMC and the Town, substantially in the form attached hereto as Exhibit "A" is hereby approved, subject to final form and substance as approved by the Town Mayor and Town Attorney.

69 **Section 4. Implementation.** The Mayor is hereby authorized to execute the
70 Interim Employment Agreement and take any and all necessary or further action to
71 execute and implement the Interim Employment Agreement and the purposes of this
72 Resolution.

73 **Section 5. Effective Date.** This Resolution is effective immediately upon
74 adoption.

75 **PASSED AND ADOPTED** this 3rd day of September, 2026.

76 Motion By: Commissioner Weingot

77 Second By: Commissioner Travani

78 **FINAL VOTE ON ADOPTION**

79 Commissioner Andrea Travani Yes

80 Commissioner Gerardo Vildostegui Yes

81 Commissioner Dovid Weingot Yes

82 Vice Mayor Dayana Benmergui Yes

83 Mayor Shlomo Danzinger Yes

84 **ATTEST:**

85 _____
86 For Sandra McCready, MMC
87 Town Clerk



Shlomo Danzinger
Mayor

88 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
89 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

90 _____
91 Weiss Serota Helfman Cole & Bierman, P.L.
92 Town Attorney

INTERIM EMPLOYMENT AGREEMENT
ACTING TOWN MANAGER

This Interim Employment Agreement ("Agreement") is made and entered into this 11th day of August 2026, between the Town of Surfside, a Florida municipal corporation (the "Town"), and Sandra N. McCready, MMC ("McCready" or "Acting Town Manager").

RECITALS

WHEREAS, Article III, Section 35 of the Town Charter (the "Charter") designates the Town Manager as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Article II, Section 11(1) of the Charter empowers the Town Commission of the Town of Surfside (the "Town Commission") to appoint and remove the Town Manager; and

WHEREAS, Section 12 of the Charter authorizes the Town Commission to appoint an Acting Town Manager in the event of the absence, illness, death, discharge, or resignation of the Town Manager; and

WHEREAS, McCready currently serves the Town as Town Clerk and holds the designation of Master Municipal Clerk; and

WHEREAS, McCready previously served the Town as Acting Town Manager from October 22, 2025 through October 30, 2025; and

WHEREAS, the Town Commission appointed McCready as Acting Town Manager on May 19, 2026, by motion ; and

WHEREAS, McCready may continue to serve as Town Clerk and to perform all of the duties of that position while serving as Acting Town Manager; and

WHEREAS, McCready represents that she has the expertise and skills to serve as Acting Town Manager; and

WHEREAS, the Town desires to employ the services of McCready as Acting Town Manager and McCready wishes to accept such employment.

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

Section 1. Recitals

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Appointment; Dual Role

- 2.1 The Town appoints McCready as Acting Town Manager of the Town of Surfside, subject to the terms and conditions set forth in this Agreement.
- 2.2 McCready may continue to hold the position of Town Clerk throughout the Term (as defined in Section 5.2) and may continue to perform all of the duties of that position, including her duties as the Town's custodian of public records under Chapter 119, Florida Statutes. McCready does not vacate, resign, or relinquish the position of Town Clerk by entering into this Agreement or by serving as Acting Town Manager.
- 2.3 McCready may designate the Deputy Town Clerk or another qualified Town employee to perform the day-to-day functions of the Town Clerk's office during the Term. Such designation does not relieve McCready of the duties of Town Clerk.
- 2.4 In all instances other than an emergency where prior notice and approval is not feasible, McCready will not be absent or take leave of more than five (5) consecutive business days without prior written notice to and approval of the Mayor or the Mayor's designee. Prior to any such leave, McCready will notify the Town Commission who will perform the duties of Acting Town Manager and the duties of Town Clerk during that leave, and how she may be reached in case of an emergency.

Section 3. Duties as Acting Town Manager

- 3.1 The Acting Town Manager will have all powers and will perform all duties and responsibilities required by this Agreement and prescribed in the Charter, the applicable sections of the Town Code, and Florida law.
- 3.2 The Acting Town Manager will also perform such other duties and carry out such policy directives as determined by a majority of the Town Commission from time to time.
- 3.3 The Acting Town Manager will provide the Town Commission with a monthly report, which will include a list of directives from the Town Commission and the status of achievement of the same. The report will be included in the monthly Commission Agenda Package.
- 3.4 The Acting Town Manager will attend all Town Commission meetings unless excused by the Town Commission. She will also attend the Town's Planning and Zoning Board meetings, Resort Tax Board meetings, and Pension Board meetings. In addition, she will attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill her duties as Acting Town Manager unless a conflict precludes her attendance. Except for Town Commission meetings, the Acting Town Manager may assign a designee to attend certain meetings if she is unavailable.
- 3.5 The Acting Town Manager will be available to confer or meet with the Mayor, Vice Mayor, and Commissioners, as requested and as needed.

Section 4. Reporting and Evaluation

- 4.1 During the Term, McCready reports directly to the Town Commission with respect to both the position of Acting Town Manager and the position of Town Clerk.
- 4.2 The Town Commission will evaluate McCready's performance as Acting Town Manager at such times and in such format as a majority of the Town Commission determines.
- 4.3 Upon expiration or termination of the Term, McCready again reports to the Town Manager with respect to the position of Town Clerk.

Section 5. Term

- 5.1 The effective date of this Agreement is August 13, 2026 at 5:01pm (the "Effective Date").
- 5.2 The term of this Agreement begins on the Effective Date and ends on the earliest of (i) the date a permanent Town Manager appointed by the Town Commission assumes the duties of that office, (ii) the date the Town Commission terminates this Agreement as provided in Section 9, or (iii) the effective date of McCready's resignation from the position of Acting Town Manager under Section 9.2 (the "Term").
- 5.3 This appointment is temporary. Nothing in this Agreement entitles McCready to appointment as the permanent Town Manager or creates any expectation of continued service as Acting Town Manager beyond the Term.
- 5.4 Section 12 of the Charter provides that, within ninety (90) days after the appointment of an Acting Town Manager, the Town Commission must appoint either a permanent Town Manager or an Acting Town Manager. Nothing in this Agreement limits, restricts, or otherwise interferes with the Town Commission's authority or obligation to do so.

Section 6. Compensation

- 6.1 McCready's annual base salary as Town Clerk is \$163,758.40 (the "Town Clerk Salary") which is \$13,646.53 per month. The Town Clerk Salary continues without interruption during the Term.
- 6.2 Pursuant to Resolution 2025-3379, the previous Town Manager was compensated at a rate of \$250,000 per year or \$20,833.33 per month. During the Term, the Town will pay McCready a temporary salary differential in the amount of \$7,186.80 per month (the "Acting Town Manager Differential"), so that McCready's total compensation during the Term equals the monthly compensation the Town paid the previous Town Manager.
- 6.3 The Acting Town Manager Differential is payable in equal installments in accordance with the Town's existing pay periods and is prorated for any partial pay period.

- 6.4 The Acting Town Manager Differential is temporary additional compensation paid solely for the additional duties McCready performs as Acting Town Manager. It is not an increase to the Town Clerk Salary. Upon expiration or termination of the Term, the Acting Town Manager Differential ends and McCready will continue to receive the Town Clerk Salary.
- 6.5 The Acting Town Manager Differential is not included in the rate used to calculate the payout of accrued annual leave or accrued sick leave under the Town's Personnel Policies and Procedures Manual. Any such payout will be calculated using the Town Clerk Salary.
- 6.6 Section 6.5 states the parties' understanding of the Town Code and the Town's Personnel Policies and Procedures Manual as of the Effective Date. In the event of a conflict, the Town Code, the Town's Retirement Plan documents, and the Town's Personnel Policies and Procedures Manual control.

Section 7. Benefits

- 7.1 During the Term, McCready continues to receive all benefits to which she is entitled as Town Clerk, including holidays, annual leave, sick leave, health insurance, life insurance, and Retirement Plan participation, on the same terms applicable to her immediately before the Effective Date. Her accrual rates and leave balances are not affected by this Agreement.
- 7.2 Except as expressly provided in this Agreement, McCready is not entitled to any additional salary, benefit, allowance, or reimbursement by reason of her service as Acting Town Manager.
- 7.3 The Town will pay the customary professional dues and subscriptions necessary for McCready's participation in the ICMA/MissionSquare, the FCCMA, and the IIMC, as approved in the Town's annual budget.
- 7.4 The Town, through its Controller, will pay reasonable non-personal job-related expenses incurred by McCready as part of her duties. Such payments will be made on a reimbursement basis, based upon actual receipts and expense vouchers.

Section 8. Town Equipment

The Town will provide McCready with a cellular telephone, laptop, and related equipment. All communications related to Town business will be conducted solely through such equipment. All such equipment remains Town property at all times and must be returned upon expiration or termination of the Term.

Section 9. Termination; Continuation as Town Clerk

- 9.1 In accordance with the Charter, the Acting Town Manager serves at the pleasure of the Town Commission. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Town Commission to terminate the services of the

Acting Town Manager at any time and for any reason, with or without cause, during a Regular or Special Town Commission meeting.

- 9.2 McCready may resign the position of Acting Town Manager upon thirty (30) days' advance written notice to the Town Commission, unless the parties agree in writing to a different period of time.
- 9.3 Upon expiration or termination of the Term for any reason, McCready continues in her position as Town Clerk at the Town Clerk Salary, with no reduction in salary, benefits, seniority, or accrued leave, and the Town has no further obligation to McCready under this Agreement.
- 9.4 Termination of this Agreement, or of McCready's service as Acting Town Manager, is not a termination of her employment with the Town and does not constitute discipline; an adverse employment action; or a basis for reduction or modification of her compensation, benefit, seniority, accrued leave, or other rights associated with her position as Town Clerk. Nothing in this Agreement alters the terms and conditions of McCready's employment as Town Clerk, or the rights of the Town with respect to that position under the Town Code and the Town's personnel policies.
- 9.5 When this Agreement ends and McCready continues in her position as Town Clerk, her base Town Clerk salary will include any merit/cola increase and any other benefits that the Town provides to all employees during the term of this Agreement.

Section 10. Days

Unless otherwise specified, any reference to days in this Agreement means calendar days.

Section 11. Bonds

The Town will pay the cost of any bonds for the Acting Town Manager required by Florida law or the Charter.

Section 12. Indemnification

- 12.1 The Town will indemnify McCready against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of her duties as Acting Town Manager or as Town Clerk. This provision does not apply to acts or omissions committed while acting outside the course and scope of her employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- 12.2 The Town's obligations under this Section are subject to Section 768.28, Florida Statutes and to Section 2-27 of the Town Code, and are otherwise limited as provided by law. Nothing in this Section waives, extends, or alters the Town's sovereign immunity or the limits of liability under Section 768.28, Florida Statutes. This Section

survives expiration or termination of the Term as to liabilities incurred during the Term.

Section 13. Compliance with Law

In carrying out her duties under this Agreement, McCready will comply with any and all applicable laws, ordinances, rules, and regulations, including the Charter, the Town Code, the Code of Miami-Dade County, the laws of the State of Florida, and federal law.

Section 14. Miscellaneous Provisions

- 14.1 **Complete Agreement**: It is understood and agreed that this document incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.
- 14.2 **Amendment**: No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document executed with the same formality and with equal dignity herewith.
- 14.3 **No Waiver**: The waiver by either party of a breach of any provision of this Agreement by the other does not operate as, and must not be construed as, a waiver of any subsequent breach by that party.
- 14.4 **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 portions thereof, is not affected and remains in full force and effect.
- 14.5 **Non-Assignment**: The rights and obligations granted in this Agreement are personal in nature and cannot be transferred or assigned by McCready.
- 14.6 **Governing Law**: Florida law governs this Agreement. Any litigation arising from this Agreement must be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.
- 14.7 **Notice**: Notice to either party is 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 Commission meeting. Notice must be sent as follows:

For the Town: Shlomo Danzinger, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

With a copy to: Stephen J. Helfman, Esq.
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

For McCready: Sandra N. McCready, MMC
Town Clerk and Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

Section 15. Waiver of Jury Trial

BOTH THE TOWN AND MCCREADY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY
WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDING THAT MAY BE INITIATED
BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Town, by signature of the Mayor, as authorized by the Town Commission in accordance with Resolution No. 2026-_____ adopted on September 3, 2026, has executed this Agreement the day and year indicated below.

TOWN OF SURFSIDE

ACTING TOWN MANAGER

By: _____
Mayor Shlomo Danzinger

Sandra N. McCready, MMC

Date: _____

Date: _____

ATTEST:

Genesis Guevara
Deputy Town Clerk, Town of Surfside

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

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