

**RESOLUTION NO. 2014 - 023**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NO. 2012-052; APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ANDREW BERNS, FOR THE POSITION OF TOWN ADMINISTRATOR; AMENDING THE AGREEMENT TO INCREASE MR. BERNS' SALARY TO \$145,000 ANNUALLY COMMENCING JANUARY 1, 2014; AMENDING THE AGREEMENT TO ENABLE THE CARRYOVER OF UP TO TEN (10) PAID TIME OFF DAYS TO THE NEXT CALENDAR YEAR WITH TOWN COUNCIL APPROVAL; AMENDING THE AGREEMENT TO PROVIDE AN ADDITIONAL THREE (3) PAID TIME OFF DAYS FOR CALENDAR YEAR 2014; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 24, 2012, pursuant to Resolution No. 2012-052, the Town Council approved an Agreement with Andrew Berns for the position of Town Administrator; and

**WHEREAS**, the Town Council desires to amend the Agreement by increasing Andrew Berns salary to \$145,000 annually commencing January 1, 2014, by enabling the carryover of up to ten (10) paid time off days to the next calendar year with Town Council approval, and by providing an additional three (3) paid time off days for calendar year 2014; and

**WHEREAS**, Andrew Berns is desirous of same.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby amends Resolution No. 2012-052 and approves the First Modification to the Agreement between the Town of Southwest Ranches and Andrew Berns for the position of Town Administrator, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First Amendment in substantially the same form as that attached hereto as Exhibit "A" and to make

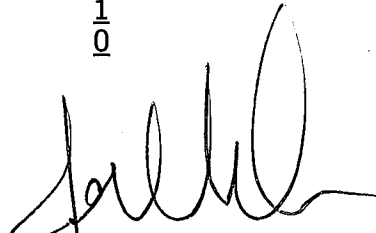
such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

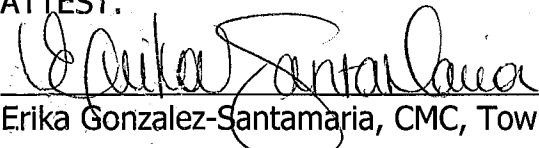
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13<sup>th</sup> day of January, 2014, on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>YES</u>
Jablonski	<u>YES</u>
McKay	<u>YES</u>
Fisikelli	<u>NO</u>
Breitkreuz	<u>YES</u>

Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>

  
\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney  
11441638.1

**FIRST AMENDMENT**  
**TO THE AGREEMENT BY AND BETWEEN**  
**THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AND**  
**ANDREW BERNS, FOR THE POSITION OF**  
**TOWN ADMINISTRATOR**

THIS FIRST AMENDMENT is made and entered into this 13<sup>th</sup> day of January, 2014 by and between the Town of Southwest Ranches, a Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Andrew Berns, an individual, (hereinafter referred to as "Town Administrator"), for the position of Town Administrator.

**WITNESSETH:**

**WHEREAS**, on May 24, 2012, pursuant to Resolution No. 2012-052, the Town Council approved an Agreement with Andrew Berns for the position of Town Administrator; and

**WHEREAS**, the Town Council desires to amend the Agreement by increasing Town Administrator's salary to \$145,000 annually commencing January 1, 2014, by enabling the carryover of up to ten (10) paid time off days to the next calendar year with Town Council approval, and by providing an additional three (3) paid time off days for calendar year 2014; and

**WHEREAS**, the Agreement and First Amendment are hereinafter collectively referred to as the "Agreement";

**NOW, THEREFORE**, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. Section 3 "Salary", shall be amended as follows:

Town agrees to pay Town Administrator for his services rendered hereto based on an initial annual salary of ~~One Hundred and Twenty Five Thousand Dollars (\$125,000.00)~~ One Hundred and Forty Five Thousand Dollars (\$145,000.00), payable in accordance with the Town's employee regular payment schedule. Town may, at its own option, increase the base salary

and/or benefits of the Town Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Town Administrator's Annual Performance Review, set forth in Section 16 of this Agreement, upon a super majority vote of the Town Council. In addition to reviewing the Town Administrator's performance, the Council may also consider adjustments to the Administrator's salary based on the cost of living index by a simple majority vote of the Town Council. In the event the Town Council chooses to reduce Administrator's salary below the starting salary level of One Hundred and Twenty Five Thousand Dollars (\$125,000.00 ), and in the event Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 4(A) below.

3. Section 8 "Annual Paid Time Off", shall be amended as follows:

~~Prior to accepting a position with the Town, Town Administrator scheduled a vacation on September 4, 2012 to September 11, 2012. This vacation shall not be counted against Town Administrator's annual paid time off days as delineated herein. No more than ten (10) paid annual paid time off days shall be taken prior to December 31, 2012.~~ Town Administrator may take twenty (20) annual paid time off days per calendar year, with the exception of calendar year 2014 where twenty three (23) annual paid time off days may be taken. Annual paid time off shall be calculated and awarded commencing on January 1 each year and terminating on December 31. The Town shall compensate Town Administrator for all accrued annual paid time off days not utilized at the end of the calendar year by January 30<sup>th</sup> of the following calendar year based upon the per diem rate of the Financial Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of ~~five (5)~~ ten (10) annual paid time off days may be carried over by the Town Administrator to the next calendar year. Annual paid time off shall include sick, personal, and vacation days. Any days missed in excess of the annual paid time off days specified herein may be taken without compensation, subject to the approval of the Town Council. Town Administrator agrees to give the Town reasonable notice prior to any planned vacations.

4. All other Sections remained unchanged shall remain in full force and effect.

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE TOWN OF  
SOUTHWEST RANCHES, FLORIDA, AND ANDREW BERNES FOR THE POSITION OF  
TOWN ADMINISTRATOR

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date(s) indicated above.

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_

Jeff Nelson, Mayor

TOWN ADMINISTRATOR

By: \_\_\_\_\_

Andrew D. Berns

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney  
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