

RESOLUTION NO. 2015 - 021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NOS. 2012-052 AND 2014-023; APPROVING THE SECOND MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ANDREW BERNS, FOR THE POSITION OF TOWN ADMINISTRATOR; 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, on January 13, 2014, pursuant to Resolution No. 2014-023, the Town Council amended the Agreement to increase Andrew Berns salary, to enable the carryover of personal time off days, and to add three extra personal time off days, solely for 2014; and

WHEREAS, on January 22, 2015, the Town Council conducted Andrew Berns' performance review and agreed to extend Andrew Berns' contract for two additional years, to increase his base salary by \$10,000 retroactive to January 1, 2015, with the proviso that if he leaves prior to June 30, 2018, that the salary increase would be repaid to the Town, and to increase the Town's retirement contribution to seven percent (7%); and

WHEREAS, this Resolution, as directed by the Town Council, seeks to memorialize the Town Council's motion.

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 Nos. 2012-052 and 2014-023, and approves the Second 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 Second Amendment in

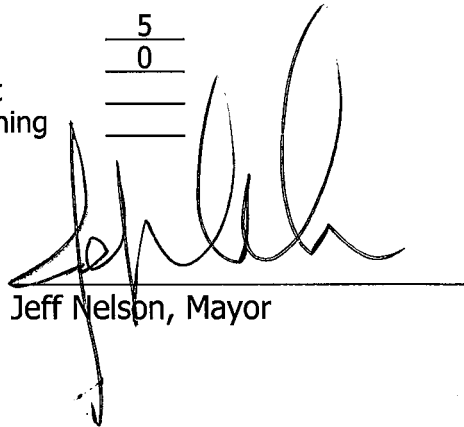
substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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 22nd day of January, 2015, on a motion by Council Member Breitkreuz and seconded by Council Member Jablonski .

Nelson Yes
Fisikelli Yes
Breitkreuz Yes
McKay Yes
Jablonski Yes

Ayes 5
Nays 0
Absent
Abstaining



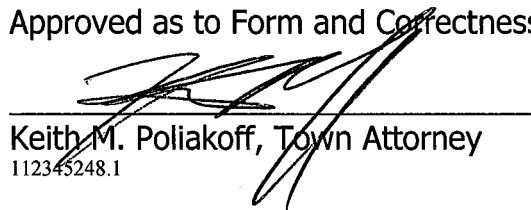
Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Town Clerk/Assistant Town Administrator

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
112345248.1

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

THIS SECOND AMENDMENT is made and entered into this 22nd day of January, 2015 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, on January 13, 2014, pursuant to Resolution No. 2014-023, the Town Council amended the Agreement to increase the Town Administrator's salary to \$145,000 annually commencing January 1, 2014, to enable the carryover of up to ten (10) paid time off days to the next calendar year with Town Council approval, and to provide an additional three (3) paid time off days for calendar year 2014; and

WHEREAS, on January 22, 2015, the Town Council conducted Andrew Berns' performance review and agreed to extend Andrew Berns' contract for two additional years, to increase his base salary by \$10,000 retroactive to January 1, 2015, with the proviso that if he leaves prior to June 30, 2018, that the salary increase would be repaid to the Town, and to increase the Town's retirement contribution to seven percent (7%); and

WHEREAS, this Second Amendment to the Agreement seeks to codify the agreement reached between Andy Berns and the Town Council; and

WHEREAS, the Agreement, the First Amendment to the Agreement, and the Second Amendment to the Agreement 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 2 "Term", shall be amended as follows:

A) Town Administrator shall serve as Town Administrator commencing on June 4, 2012 (the "Effective Date") through June 30, ~~2017~~ 2019. At the end of the term the Town Council and the Town Administrator shall meet and confer concerning an additional term, which shall require four (4) affirmative votes of the Town Council. If an additional term is not approved by either party, the parties may elect, via a majority vote of the Town Council and approval by the Town Administrator, to allow Town Administrator to remain in office until his successor has been appointed by the Town Council, at Town Administrator's then current salary including the benefits contained herein.

3. Section 3 "Salary", shall be amended as follows:

Commencing on January 1, 2015, Town agrees to increase pay Town Administrator's annual salary, for his services rendered hereto, from based on an initial annual salary, of One Hundred and Forty Five Thousand Dollars (\$145,000.00) to One Hundred and Fifty Five Thousand Dollars (\$155,000.00), with the proviso that if Town Administrator leaves prior to June 30, 2018, that the prorated portion of the additional Ten Thousand Dollar (\$10,000.00) annual increase shall be repaid to the Town within thirty (30) days of Town Administrator's departure from the Town. The Town, in its sole discretion, may apply Town Administrator's final payment against any funds that may be owed to the Town. Town Administrator's compensation shall be 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.

In addition to the aforementioned, Town agrees to contribute seven percent (7%) of Town Administrator's annual salary to Town Administrator's ICMA retirement account.

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

SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, AND ANDREW BERNS 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 Berns

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

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