



Town of Surfside
Special Town Commission Meeting
AGENDA
Wednesday, April 27, 2022
6:00 PM
Commission Chambers

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.

**** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

1. Opening

1.A Call to Order

1.B Roll Call of Members

1.C Pledge of Allegiance

2. Mayor, Commission and Staff Communication

2.A First Amendment to Town Manager's Employment Agreement - Shlomo Danzinger, Mayor

[Town Manager salary survey _April 2022-b.pdf](#)

[Town Manager salary survey _April 2022.pdf](#)

[Reso Approve First Amendment to Employment Agreement with Town Manager.DOC](#)

[First Amendment to Employment Agreement - Town Manager Hyatt.DOC](#)

[Employment Agreement-Town Manager - Andrew Hyatt.pdf](#)

3. Adjournment

Respectfully submitted,

Andrew Hayatt
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsufsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC,

SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



**Town of Surfside
Special Town Commission Meeting
April 27, 2022**

DISCUSSION ITEM MEMORANDUM

Agenda #: 2.A

Date: April 27, 2022

From: Shlomo Danzinger, Mayor

Subject: First Amendment to Town Manager's Employment Agreement

Suggested Action: – For the Commission to review and approve the Town Manager's Employment Agreement as amended by the Mayor and the Town Attorney.

Background/Analysis: – Town Manager Andrew Hyatt was hired in October of 2020. Per Mr. Hyatt's Employment Agreement, the Commission agreed to perform a performance evaluation after six (6), twelve (12), twenty-four (24) months, and at least once annually on or before the anniversary of the date each year.

Since the date of his hire, the Town Manager's evaluations were never formally addressed and his compensation was never adjusted to current market value.

On April 12, 2022, the Commission directed the Mayor to work with the Town Attorney to review the Town Manager's Employment Agreement and bring back an amendment to the Commission. The attached First Amendment to Employment for the Commission's consideration and approval Agreement changes the salary and makes other minor adjustments.

Budget Impact: – The amendments to the Town Manager's Employment Agreement are set forth in the attached First Amendment to Employment Agreement, including changes to the salary. Other terms and conditions of Mr. Hyatt's employment are set forth in the original Employment Agreement, including compensation, vacation and sick leave and benefits.

Town Manager Salary Survey -April 2022

Municipality	Salary Min	Salary Max	Current Salary
Aventura			\$240,386.64
Bal Harbour			
Bay Harbor Islands			\$250,000.00
Key Biscayne			\$198,900.16
North Bay Village			\$180,000.00
Sunny Isles Beach			\$210,000.00
Surfside			
AVERAGE			\$215,857.36
MEDIAN			\$210,000.00

Town Manager Salary Survey -April 2022

Municipality	Salary Min	Salary Max	Current Salary
Aventura			\$240,386.64
Bal Harbour			\$325,000.00
Bay Harbor Islands			\$250,000.00
Key Biscayne			\$198,900.16
North Bay Village			\$180,000.00
Sunny Isles Beach			\$210,000.00
Surfside			\$165,000.00
AVERAGE			\$224,183.83
MEDIAN			\$210,000.00

RESOLUTION 2022 - _____

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 include changes to Section 2.4 (Duties), Section 3.1 (Salary), and Section 12 (Cellular); 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 _____, second by Commissioner _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

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 April, 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 2 (Duties), Section 3 (Salary and Reimbursement for Relocation), and Section 12 (Cellular) of the Employment Agreement, all 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 2 (Duties) of the Agreement. Section 2 of the Agreement shall be amended as follows:

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

Section 2. Duties.

* * *

2.4 The Town Manager shall attend all Commission meetings unless excused by the Commission and all meetings of the Pension Board as a member. He shall also attend the Town’s Planning & Zoning/~~Design Review~~ Board meetings, and Tourist Board meetings ~~and Pension Board meetings,~~ unless a designee is assigned in writing in advance of the meeting(s) in the event of the Town Manager’s absence or leave. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill his duties as Town Manager unless he has schedule conflicts that preclude his attendance.

* * *

Section 2. Amendment to Section 3 (Salary and Reimbursement for Relocation) of the Agreement. Section 3 of the Agreement shall be amended as follows:

Section 3. Salary and Reimbursement for Relocation.

* * *

3.1 Effective _____, 2022, ~~The~~ Town Manager shall receive an ~~initial~~ annual salary in the amount of ~~\$165,000~~ \$230,000 payable in equal installments in accordance with the Town’s existing pay periods.

* * *

Section 3. Amendment to Section 12 (Cellular) of the Agreement. Section 12 of the Agreement shall be deleted and replaced as follows:

Section 12. Cellular.

The Town shall provide the Town Manager with a Town-issued cellular telephone, ~~or provide an allowance of \$100 per month.~~

Section 4. 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, MMS,
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EMPLOYMENT AGREEMENT
TOWN MANAGER

This Employment Agreement ("Agreement") is made and entered into this 27th day of October, 2020, between the Town of Surfside, a Florida municipal corporation, (the "Town") and Andrew Hyatt ("Town Manager").

RECITALS

WHEREAS, Section 34 of the Town Charter (the "Charter") requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, Town Manager represents he has the expertise and skills to serve as the Town Manager;

WHEREAS, the Town desires to employ the services of Hyatt as Town Manager and Hyatt wishes to accept such employment; and

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. Duties.

2.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code.

2.2. The Town Manager shall also perform such other duties and carry out such policy directives as determined by a majority of the Town Commission from time to time.

2.3. The Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.

2.4 The Town Manager shall attend all Commission meetings unless excused by the Commission. He shall also attend the Town's Planning & Zoning/Design Review Board meetings, Tourist Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill his duties as Town Manager unless he has schedule conflicts that preclude his attendance.

Section 3. Salary and Reimbursement for Relocation.

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

3.2 For purposes of this Agreement, the Town Manager's anniversary date shall be November 2nd of each year.

3.3 The Town shall reimburse the Town Manager for expenses he incurs in connection with his relocation to South Florida to serve as Town Manager, subject to a cap of \$6,000.00. In order to obtain reimbursement under this Section, the Town Manager, within thirty (30) days of the commencement of his Town employment, shall submit a memo to the Human Resource Director summarizing his expenses and attaching receipts for same. The Town will thereafter reimburse him for all approved expenses up to the \$6,000.00 cap within thirty (30) days of the submission of said memo.

Section 4. Performance Evaluations.

4.1 The Town agrees to conduct formal performance evaluations of the Town Manager in a format acceptable to a majority of the Town Commission after six (6), twelve (12) and twenty-four (24) months of service. The Town Commission shall thereafter evaluate the performance of the Town

Manager at least once annually on or before the anniversary date of each year. It is understood and agreed that if the Town Manager receives a positive evaluation from the Commission, the Town Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon: (i) the Town Manager's performance of the duties specified in Section 2; (ii) the Town Manager's achievements of the Town Commission's policy directives; and (iii) the Town Manager's completion of appropriate professional development programs.

Section 5. Holidays.

The Town Manager shall be entitled to all holidays recognized by the Town.

Section 6. Annual (Vacation) Leave.

6.1 The Town Manager shall accrue 15 business days of annual leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with five (5) of those 15 days of annual leave upon the commencement of his employment and will begin accruing the remaining 10 days of annual leave after he completes four months of Town employment. The Town Manager shall submit leave slips for annual leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued vacation leave will be governed by Town policy for non-union civilian employees unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control. After five (5) years of continuous employment as Town Manager, he shall accrue 20 business days of annual leave per calendar-year on a pro rata basis equally per pay period.

6.2 The Town Manager shall not use more than five (5) consecutive business days of vacation leave without prior verbal or written approval of the Mayor. Prior to such leave, the Town

Manager shall notify the Commission of who the Acting Town Manager will be during that leave and how the Town Manager may be reached while on leave in case of an emergency.

Section 7. Sick Leave.

The Town Manager shall accrue 12 business days of sick leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with four (4) of those 12 days of sick leave upon the commencement of his employment and will begin accruing the remaining 8 days of sick leave after he completes four months of Town employment. The Town Manager shall submit leave slips for sick leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued sick leave will be governed by Town policy for non-union civilian employees unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control.

Section 8. Retirement Plan.

Within 14 business days of the commencement of his employment as Town Manager, the Town Manager shall elect either to receive a 15% contribution of his base salary into an ICMA retirement plan (such contribution to be made on a pro rata basis equally per pay period) or he may choose to participate in the Town's Retirement Plan as codified in Chapter 2 of the Town Code. The Town Manager shall make such election in writing to the Town's Human Resource Director. If no such election is made, the Town Manager shall participate in the ICMA retirement plan as set forth above.

Section 9. Health Insurance.

The Town shall provide the Town Manager and his eligible dependents with health insurance coverage (i.e., medical, dental and vision) at the Town's cost in the Town's health insurance plans available to all other Town employees.

Section 10. Life Insurance.

The Town shall provide the Town Manager with term life insurance equal to his annual salary.

Section 11. Professional Dues and Expenses.

11.1 The Town shall pay for all customary professional dues and subscriptions necessary for the Town Manager's participation in the ICMA, FCCMA and AICP. In addition, the Town Manager's participation in other municipal and professional organizations shall be as approved in the Town's annual budget.

11.2 The Town shall pay for the Town Manager's participation in those local civic and non-profit job-affiliated organizations that the Town Manager is authorized to participate in by the Town Commission, as approved in the Town's annual budget.

11.3 The Town, through its Controller, shall pay reasonable non-personal job-related expenses incurred by the Town Manager as part of his duties. Such payments shall be made on a reimbursement basis, based upon the Town Manager's actual receipts and expense vouchers. A budget for such anticipated expenditures shall be approved in the Town's annual budget.

11.4 The Town shall provide the Town Manager with an automobile allowance of \$550 per month.

Section 12. Cellular.

The Town shall provide the Town Manager with a cellular telephone or provide an allowance of \$100 per month.

Section 13. Travel.

The Town Manager is hereby approved to attend the annual FCCMA Conference or an equivalent conference at the Town's expense, provided that his attendance at this Conference does not interfere with the performance of his duties as Town Manager. In addition, the Town shall pay for the reasonable and customary registration and travel expenses of the Town Manager for meetings and professional development activities as directed or annually budgeted by the Town Commission.

Section 14. Days.

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

Section 15. Bonds.

The Town shall pay for the cost of any bonds for the Town Manager required by Florida Law or the Town Charter.

Section 16. Indemnification.

The Town shall indemnify the Town Manager 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 the Town Manager's duties. This provision shall not apply to acts or omissions of the Town Manager committed while acting outside the course and scope of his 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.

Section 17. Term.

The commencement date of this Agreement shall be November 2, 2020, a date subsequent to the Town Commission adopting Resolution No. 2020-2732. The Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any

time during a regular or special Town Commission meeting, subject to the provisions set forth in this Agreement.

Section 18. Termination.

18.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or Special Town Commission meeting.

18.2 In the event the Town Commission wishes to terminate the Town Manager without cause, the Town Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination. The Town shall also continue to pay the premium for the Town Manager's health insurance for 20 weeks after the effective date of his termination. The Town shall not provide the Town Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the Town Manager in a lump sum upon his termination or within thirty (30) days thereafter at the Town Commission's option.

18.3 Notwithstanding the provisions of Section 18.2, in the event Town Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Town shall have no obligation to provide the Town Manager with any severance pay or payouts for unused vacation or sick leave. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

18.4 Upon payment of the severance payment specified in Section 18.2, upon resignation or retirement as provided for in Section 18.5, or resignation as provided for in Section 18.6, the Town shall have no further contractual financial obligations to the Town Manager. **The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.**

18.5 In the event that the Town Manager voluntarily resigns or retires during the Term of this Agreement, the Town Manager shall provide the Town with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Town Manager under this Section, the Town Manager shall not be entitled to receive the severance package specified in Section 18.2, but the Town Manager shall receive payment for his accrued unused vacation and sick leave (if applicable) calculated at the Town Manager's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

18.6 In the event that the Town Manager voluntarily resigns with less than 60 days' advance written notice, the Town Commission may elect to terminate the Town Manager immediately or allow the Town Manager to continue to serve until the date specified in the Town Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Town Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Town Commission authorizes payment of same.

18.7 If the Town Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Town Commission may terminate this Agreement. If the Town Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Town Commission may

terminate this Agreement. In the event of the Town Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Town Manager shall not be entitled to severance pay pursuant to Section 18.2 of this Agreement.

Section 19. Miscellaneous Provisions.

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.4 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, shall not be affected and shall remain in full force and effect.

19.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

19.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

19.7 Notice. Notice to either party shall be 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 shall be sent as follows:

For the Town: Charles Burkett, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863 (Telephone)
(305) 861-1302 (Fax)

With a copy to: Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 993-1065 (Telephone)
(305) 993-5097 (Fax)


For the Town Manager: Andrew Hyatt
12 Ponte Vedra Court
Unit B
Ponte Vedra, FL 32082


Section 20. WAIVER OF JURY TRIAL.

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


IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Commission in accordance with Resolution No. 2020-2132 passed on October 22, 2020, has executed this Agreement the day and year first above written.

TOWN OF SURFSIDE

By:  _____
Charles Burkett, Mayor

ATTEST  _____
Sandra N. McCready, MMC.
Town Clerk

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

 _____
Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney

TOWN MANAGER
 _____
Andrew Hyatt

Date 10/26/2020