

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
NORTH MIAMI BEACH AND ARTHUR SOREY, III**

THIS FIRST AMENDMENT (“FIRST AMENDMENT”) to the Employment Agreement is made and entered into this ___ day of June 2021, by and between the City of North Miami Beach (“City”) and Arthur Sorey, III (“City Manager”). This First Amendment amends the Employment Agreement entered into on April 20, 2021, by the City and the City Manager.

WITNESSETH:

WHEREAS, on April 20, 2021, the City Commission appointed Arthur Sorey, III, as City Manager; and

WHEREAS, on or about April 20, 2021, the City and the City Manager entered into an Employment Agreement which outlines the salary and the employment benefits for the City Manager; and

WHEREAS, the City and the City Manager wish to amend the Employment Agreement to modify certain terms and conditions in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the City and City Manager agree as follows:

1. Section 6 entitled “Automobile and Cell Phone Allowances” shall be revised to read as follows: “Automobile and Allowances.”
2. Section 6A (1) shall be revised to read as follows: “The City agrees to provide the City Manager with a City-owned vehicle at no cost to the City Manager and to pay for the maintenance of said vehicle. Until such vehicle is provided to the City Manager, City agrees to provide City Manager with a vehicle allowance of \$750 per month on a pro rata basis.”
3. Section 6A (2) shall be revised in its entirety to read as follows: “The City shall maintain an automobile insurance policy covering the use of the City-owned vehicle which provides bodily injury coverage of at least \$200,000 per accident.”
4. Section 6B shall be revised to read as follows: “Cell Phone: The City shall provide City Manager with a cell phone allowance of \$200 per month.”
5. Section 6 shall be revised to add a new subsection C entitled “Expense Allowance” to read as follows: “The City shall provide City Manager with a monthly expense allowance of \$900 per month.”
6. Subsection A of Section 7 entitled “Vacation, Holidays and Sick Leave” shall be amended in its entirety to read as follows: “The City Manager upon the effective date of his Employment Agreement shall be credited with 160 hours of annual leave and shall be permitted to accrue 160 hours of annual leave per year.”

7. Subsection B of Section 7 entitled “Vacation, Holidays, and Sick Leave” shall be amended in its entirety to read as follows: The City Manager upon the effective date of his Employment Agreement shall be credited with 96 hours of sick leave and shall be permitted to accrue 96 hours of sick leave per year.”

8. Subsection C of Section 7 entitled “Vacation, Holidays, and Sick Leave” shall be amended to read as follows: “ Accrual and payout of annual and sick leave shall be at 100% upon separation from employment.”

9. Section 7 entitled “Vacation, Holidays, and Sick Leave” shall be amended to add a new subsection E to read as follow: “The City Manager shall be entitled to any holiday or leave time granted to Tier 1 employees under the policies of the City.”

10. Section 9 entitled ‘Retirement’ shall be revised in its entirety to read as follows:

A. The City shall contribute 20% of the City Manager’s annual salary in a City sponsored 401b Retirement Plan.

B. The City shall contribute the maximum contribution of the City Manager’s annual salary in a ICMA-RC Deferred Compensation Plan or IRA chosen by the City Manager.

11. Except as amended herein, the Employment Agreement remains and full force and effect. If any conflict arises between this First Amendment and the Employment Agreement, the First Amendment will supersede the Employment Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed as of the first date written above.

For the City:

THE CITY OF NORTH MIAMI BEACH, FLORIDA

A municipal corporation of the State of Florida

By: _____
Anthony F. DeFillipo, Mayor

ATTEST:

By: _____
Andrise Bernard, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Hans Ottinot, Interim City Attorney

For the City Manager:

Arthur Sorey, III