

RESOLUTION NO. 2007 – 034

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH CHRISTOPHER J. RUSSO FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 30, 2006 in furtherance of the Town's Procurement Code, the Town published a request for letters of interest seeking qualified candidates to be the Town's Administrator; and

WHEREAS, on November 27, 2006 the Town received twenty-nine applicants to its request for letters of interest; and

WHEREAS, on December 14, 2006, the Town's Selection and Negotiation Committee ("SNC"), at a publicly advertised meeting, short listed the applicants to seven finalists; and

WHEREAS, on January 9, 2007, the Town's SNC, at a publicly advertised meeting, interviewed all seven finalists; and

WHEREAS, on January 10, 2007, the Town's SNC, at a publicly advertised meeting, ranked the seven finalists as a recommendation to the Town Council; and

WHEREAS, on January 11, 2007, at a publicly advertised meeting, the Town Council accepted the SNC's rankings and authorized the Town Attorney to commence negotiations with Christopher J. Russo, the highest ranked candidate; and

WHEREAS, the Town is desirous of entering into the agreement as presented with Christopher J. Russo.

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 approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Christopher J. Russo for the position of Town Administrator.

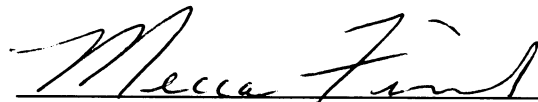
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent 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 1st day of February, 2007, on a motion by Council Member Aster Knight and seconded by Council Member Jeff Nelson.

Fink	<u>Y</u>
Maines	<u>Y</u>
Breitkreuz	<u>Y</u>
Knight	<u>Y</u>
Nelson	<u>Y</u>

Ayes	<u>Y</u>
Nays	<u>Y</u>
Absent	<u>Y</u>
Abstaining	<u>Y</u>



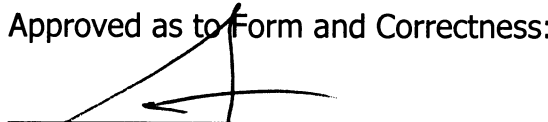
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

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AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
CHRISTOPHER J. RUSSO

This AGREEMENT (the "Agreement") entered into this 26th day of February 2007, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the "Town"), and Christopher J. Russo, an individual ("Administrator").

WHEREAS, the Town's Charter provides for the Council-Administrator form of government; and

WHEREAS, the office of the Town Administrator has the responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, The Town desires to employ the services of Christopher J. Russo as Town Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, Administrator desires to accept employment as Town Administrator of the Town of Southwest Ranches; and

WHEREAS, Town and Administrator wish to formalize the terms of appointment as Town Administrator.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Employment.

Town hereby agrees to employ Christopher J. Russo as Town Administrator of the Town of Southwest Ranches to perform the duties specified in the Charter of the Town of Southwest Ranches (the "Charter"), as may be amended from time to time, and those Specified Services described in Exhibit "A", and to perform other legally permissible and proper duties and functions as the Council shall assign from time to time, including but not limited to those duties customarily performed by municipal administrators in the state of Florida. The Town Administrator shall devote his full time professional employment to the Town of Southwest Ranches and will not accept any outside employment without the express knowledge and consent of the Town Council (the "Council"), which must be obtained at a public meeting. The Administrator shall perform his duties under this Agreement, in accordance with the standards and duties as set forth in the Charter, as may be amended from time to time, and in conformity

with the International City Manager Association's ("ICMA") Code of Ethics, as may be amended from time to time.

2) Term.

A) Administrator shall serve as Town Administrator commencing on March 5th, 2007 without definite term and shall continue until termination.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Administrator at any time, subject only to the provisions set forth in Section 4 of this Agreement.

C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Administrator to resign at any time from his position, subject only to the provisions set forth in Section 5 of this Agreement.

D) Notwithstanding anything in this Agreement to the contrary, the first (4) four months of this Agreement shall be deemed to be the "Transition Period". During the Transition Period Administrator shall be paid as a contract vendor at a flat rate of Seventeen Thousand Dollars (\$17,000.00) per month, and shall not be entitled to any of the additional employment benefits delineated herein, with the exception of Section 7, Professional Development, Section 8, Paid Time Off, and Section 9, General Expenses. Payment in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00) shall be made to Administrator on the first and fifteenth day of each month or the nearest business day thereto. Upon the earlier of the conclusion of the Transition Period or upon receipt of written notification by Administrator that Administrator desires the Transition Period to conclude, this Agreement, in its entirety, shall be deemed to be in full force and effect.

3) Salary.

Town agrees to pay Administrator for his services rendered hereto based on an annual salary of One Hundred and Sixty Six Thousand Dollars (\$166,000.00), payable in bi-monthly installments on the first and fifteenth day of each month or the nearest business day thereto. Town may, at its own option, increase the base salary and/or benefits of the Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based on the Administrator's Annual Performance Review. In addition to reviewing the Administrator's performance, the Council may also consider adjustments to the Administrator's salary based on the cost of living index.

4) Termination and Severance Pay.

A. In the event Administrator is terminated from the Town's employment without cause and provided that the Administrator is willing and able to perform his duties under this Agreement, then in that event, Town agrees to pay Administrator a Severance Benefit as follows:

1. Six (6) months of the Administrator's then current salary payable in two equal installments. The first installment shall be paid on the date Administrator ceases to perform services for the Town, and the second installment shall be paid ninety (90) days thereafter.

2. Medical, dental and pension benefits shall continue in the same manner and to the same extent as if the Administrator had remained employed, until the expiration of six (6) months from the date Administrator ceases to perform services for the Town or until Administrator is employed by another employer, whichever occurs first. Administrator shall also be compensated for all accrued paid time off calculated based upon the Administrator's then current salary.

B. In the event Administrator is terminated from the Town's employment with cause for having been adjudicated guilty in a court of competent jurisdiction of a felony, Town shall have no obligation to pay any Severance Benefits.

C. In the event Administrator is terminated from the Town's employment with cause for one of the acts enumerated below, Town agrees that Administrator's medical, dental and pension benefits shall continue in the same manner and to the same extent as if the Administrator had remained employed, until the expiration of three (3) months from the date Administrator ceases to perform services for the Town or until Administrator is employed by another employer, whichever occurs first. Administrator shall also be compensated for all accrued paid time off calculated based upon the Administrator's then current salary.

The following acts shall give rise to termination with cause:

1. The elimination of the position of Town Administrator.
2. Any reassignment of Administrator by the Council to another position, without change to benefits or pay, which is not accepted by Administrator.
3. Failure of Administrator to willfully authorize any purchase order or agreement with a cumulative amount within a fiscal year in excess of Twenty Five Thousand Dollars (\$25,000.00), without following the requirements set forth in Section 2.02 and 3.08(c) of the Town's Charter.
4. A willful breach of any of the provisions contained within this Agreement.

5) Resignation.

Unless both parties agree in writing to the contrary, Administrator shall provide the Town with ninety (90) days written notice in the event Administrator voluntarily resigns from his position at the Town. In the event Administrator resigns in accordance with the provisions of this paragraph, and in the event Administrator has worked for the Town for a total of seven hundred and thirty (730) days, Town agrees that Administrator's medical, dental and pension benefits shall continue in the same manner and to the same extent as if the Administrator had remained employed, until the expiration of six (6) months from the date Administrator ceases to perform services for the Town or until Administrator is employed by another employer, whichever occurs first. Administrator shall also be compensated for all accrued paid time off

calculated based upon the Administrator's then current salary. Administrator hereby agrees that this Agreement is a seven hundred and thirty (730) day minimum commitment. In the event Administrator has worked for the Town for less than a total of seven hundred and thirty (730) days, Administrator shall not be entitled to the continuation of any benefit or any accrued paid time off.

6) Disability.

If the Administrator is unable to perform his duties for a period of four (4) successive weeks beyond any unused leave, or for thirty (30) working days over a one hundred and twenty (120) working day period excluding any unused leave, Town at its sole option may terminate this Agreement with cause. Administrator's medical, dental and pension benefits shall continue in the same manner and to the same extent as if the Administrator had remained employed, until the expiration of six (6) months from the date Administrator ceases to perform services for the Town or until Administrator is employed by another employer, whichever occurs first. Part or all of the Town's obligation under this provision may be provided at the Town's option through disability insurance.

7) Professional Development.

A. The Town agrees to pay the registration, travel and subsistence expenses of the Administrator for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Administrator, and to adequately pursue necessary official and other functions of the Town. The Town agrees to pay for registration, travel and subsistence expenses for Administrator's attendance at appropriate annual meetings, including but not limited to, the Florida League of Cities, the annual ICMA conference, the annual Florida City Managers Conference ("FCCMA"), the Broward County City Manager's Conference(s), and Broward Days. All such professional development expenses shall be subject to prior Council approval in the Town's budget.

B. The Town agrees to provide in the annual budget and to pay for appropriate annual dues for professional association memberships directly related to the administration of the Town.

8) Paid Time Off.

It is recognized that the Administrator must devote a great deal of time outside the normal office hours to business in the Town, and to that end, the Administrator shall be allowed to take thirty (30) paid time off days per year. Although this Agreement commences in March, the Administrator shall be entitled to take thirty (30) paid time off days the first partial year of employment. Thereafter, paid time off shall be calculated commencing on January 1 each year and terminating on December 31. Any days not utilized by December 31 shall be lost and shall not transfer to the next year. Further, Administrator shall not receive any additional compensation for days not utilized. Paid time off shall include sick, personal, and vacation days. Any days missed in excess of the thirty (30) days paid time off days may be taken without compensation, provided Administrator receives the formal approval of the Town Council.

9) General Expenses.

Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Administrator, and hereby agrees to reimburse the Administrator for said general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved in writing by the Town's Mayor. The amount of the general expenses paid by the Town shall be approved by the Council during the annual budget process or at other such times as appropriate that will be submitted by the Administrator to the Council for action.

10) Automobile Allowance.

Town recognizes that Administrator will be utilizing his personal automobile in the course of his performance. The Town agrees to pay to Administrator as additional compensation an automobile allowance in the amount of Six Hundred and Seventy Five Dollars (\$675.00) per month. Administrator shall be required to maintain comprehensive automotive insurance for liability and property damage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence, which shall list the Town as an additional insured. Payment of the Administrator's automobile allowance shall commence within ten (10) days of documented proof that the insurance has been obtained. Administrator shall be responsible for its own operation, maintenance, repairs, and fuel for said automobile.

11) Health & Dental Insurance.

The Town shall provide Administrator with an additional Eight Thousand and Four Hundred Dollars (\$8,400.00) per year, which may be utilized to provide Administrator and his dependents with health and dental insurance. Said amount shall be paid in equal monthly installments.

12) Life Insurance.

The Town agrees to make the required premium payments to provide the Administrator with a term or whole life insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000.00) to the named beneficiary at a non-smoker rate. In no event shall the required premium payment exceed One Thousand Dollars (\$1,000.00) per year.

13) Disability Insurance.

The Town shall pay for and shall provide to the Administrator a short-term and long-term disability insurance to cover the Administrator's salary and benefits during any disability which the Administrator may incur under a plan and with an entity acceptable to the Town and Administrator. Such disability insurance shall cover the Administrator's salary to the maximum extent available. Should any waiting period be provided for within the disability policy (the "Waiting Period"), the Town shall pay to the Administrator his then current salary during the

Waiting Period. In no event shall the disability insurance exceed Eight Hundred Dollars (\$800.00) per year.

14) Retirement.

A. The Town shall establish a 457 Plan account with the International City Management Association Retirement Corporation for the Administrator, or with a comparable organization. The Town shall contribute a monthly contribution equivalent to ten percent (10%) of Administrator's Salary, as specifically delineated in Section 3 above, not including benefits or any bonus, into the 457 Plan account.

B. Administrator hereby agrees that the Town shall not be required to establish a 401(a) Plan account, and that the Town shall not be contributing any sums to an account even if it is established at a later date.

15) Telecommunications/Technical Equipment and Staff

The Town shall provide to the Administrator and shall pay all charges related to a cellular telephone, blackberry (PDA), laptop and desktop computer, and shall provide the Administrator with any other appropriate office supplies, material, and equipment with which to conduct the business of the Town.

16) Survivors' Benefits.

In the event of the death of the Administrator, his surviving spouse or dependents shall be entitled to payment of all of his accrued vacation and sick leave based on the City Manager's then current salary and shall be further entitled to COBRA election of continuation of health and dental insurance benefits, at no further cost to the Town.

17) Benefit Participation.

The Administrator shall be entitled to receive any additional benefits or may participate in any programs provided to other employees of the Town, at the option of the Administrator.

18) Indemnification.

To the extent permitted by law, the Town shall defend, save harmless, and indemnify the Administrator against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Administrator's duties or position with the Town. The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance. Notwithstanding the aforesaid, Town shall not be obligated to indemnify or save harmless Administrator from claims of any nature arising out of the malfeasance of Administrator, his agents or employees, or from injury or property damage caused by the intentional misconduct of Administrator, its agents or employees. This indemnification provision shall survive the termination of this Agreement.

19) Surety Bond/Insurance.

In furtherance of Section 3.05 of the Town's Charter, the Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Council. The premium of the bond shall be paid by the Town.

20) Monthly Reports.

Commencing June 1, 2007 and continuing monthly thereafter, by the last day of each month the Administrator shall provide the Council and the Town Attorney with a monthly report in a format determined by the Town Administrator. Said monthly report shall provide, but shall not be limited to such items as a budget summary (as provided by the Financial Administrator), capital projects summary, personnel issues, and other matters that the Town Administrator deems necessary and proper in any given month.

21) Annual Performance Review.

A. By December 31st of each year, the Council shall review and shall evaluate the performance of the Administrator. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below. After conducting its formal review, if a majority of the Council believes that the Administrator has exceeded its expectations, the Council may, in its sole discretion, offer the Administrator an annual bonus.

B. By February 28th of each year, the Council and Administrator shall define goals and performance objectives that they determine necessary for the proper operation of the Town of Southwest Ranches and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced by the Town Administrator to writing and shall be generally attainable within the time limitations as specified. For 2007, the process of establishing goals and performance objectives shall occur by June 30, 2007.

22) Hours of Operation.

The Administrator shall insure that the Town is open for business during such hours as are set forth, from time to time, by the Town Council.

23) Town Holidays.

The Town shall be closed in accordance with the Town's annual holiday schedule, which is established in December of each year by the Town Council.

24) Ownership Rights

Administrator agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by Administrator pursuant to this Agreement shall be the property of the Town, and Administrator hereby assigns all of that Documentation to the Town.

25) Nondiscrimination & Public Entity Crime Act

A. Administrator shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Administrator shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Administrator's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

C. Public Entity Crime Act. Administrator represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Town's competitive procurement activities. In addition to the foregoing, Administrator further represents that there has been no determination, based on an audit, that he committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that he has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Administrator has been placed on the convicted vendor list. Administrators shall execute the attached Non-Collusive Affidavit as evidence of compliance with the requirements of paragraph (2)(a) of Section 287.133, Florida Statutes, governing Public Entity Crimes.

26) Entire Agreement.

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

27) Construction.

This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

28) Further Assurances.

Town and Administrator agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

29) Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

30) No Amendment or Waiver.

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement.

31) Severability.

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

32) Professional Assurances.

Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal administrators in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. Administrator represents that it has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

33) Notice.

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Attn: Town of Southwest Ranches Mayor
6589 S. W. 160 Ave.
Southwest Ranches, FL 33331

And

Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Rd.
Ft. Lauderdale, FL 33312

For Administrator:

Christopher J. Russo
17100 North Bay Road
Unit #1306
Sunny Isles Beach, FL 33160

Or such other address as the parties may designate to each other in writing from time-to-time.

34) Resolution of Disputes.

In an effort to prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Agreement by mediation. A request for mediation shall be filed, in writing, with the other party to the Agreement. To the extent litigation is permitted under this Agreement, the request for mediation shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida

35) Applicable Law & Venue; Waiver of Jury Trial.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, ADMINISTRATOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

36) Enforcement; Attorney's Fees.

The Town and Administrator are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the Town and Administrator resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

37) Compliance with Laws.

Administrator shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing his duties, responsibilities, and obligations pursuant to this Agreement.

38) Miscellaneous.

A. **Materiality and Waiver of Breach:** Administrator and Town agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

B. Administrator warrants and represents that he has not employed or retained any company or person, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

C. Administrator warrants and represents that by March 31, 2007, Administrator's sole employer shall be the Town of Southwest Ranches. Administrator further warrants and represents that he will disclose any conflict of interest, perceived or otherwise, with any current or future vendor or employee that may be hired by the Town.

D. **Drug-Free Workplace.** Administrator shall endeavor to maintain a drug-free workplace and shall institute a drug-free workplace policy.

E. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

F. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Administrator shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

TOWN OF SOUTHWEST RANCHES

Administrator

Mecca Fink, Mayor

Christopher J. Russo

Approved as to form
Gary Poliakoff, Town Attorney
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Witness

Witness

EXHIBIT "A"

Specified Services

Administration

- Attend all regular and special Town meetings
- Attend all meetings requested by Council
- Attend other meetings for the betterment of Town
- Attend meetings to obtain information beneficial for Town
- Provide analysis of recommended policies and actions
- Provide administrative policies and procedures
- Manage Town services efficiently and effectively
- Manage and administer all contracts approved by the Town
- Manage and acquire grants
- Manage all Town policies, ordinances and resolutions

Work in Conjunction with Town Attorney Concerning the Following:

- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Obtain Town Attorney's signature on all contracts
- Copy Town Attorney on all correspondences with any governmental entity or on correspondences pertaining to legal issues
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in Conjunction with the Town's Financial Administrator to Prepare the Following:

- Prepare annual and manage budget and 5-year capital program
- Prepare all necessary annual financial statements
- Prepare annual State CAFR reports
- Provide all financial and accounting activities
- Provide monthly financial report
- Provide financial advisory services
- Provide for collection of revenue due
- Manage and implement bond issues
- Manage investments of resources
- Manage risk management program

Purchasing

- Provide all purchasing and acquisition activities
- Provide negotiated agreements for services
- Provide procurement policies and procedures
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids
- Manage and assist in evaluation and selection of vendors

Communication

- Maintain high level of communication and input to Council
- Maintain open and accessible relationship with residents
- Maintain, update and upgrade website, newsletter and other communications
- Manage progressive computer system
- Create excellent local and state relationships

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