

RESOLUTION NO. 2007 – 060

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

WHEREAS, on March 9, 2007 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 Financial Administrator; and

WHEREAS, on March 15, 2007 the Town received three responses to its request for letters of interest; and

WHEREAS, on March 15, 2007, the Town's Selection and Negotiation Committee ("SNC"), at a publicly advertised meeting, short listed the candidates to one qualified applicant for further consideration; and

WHEREAS, on March 22, 2007, the Town's SNC, at a publicly advertised meeting, interviewed the finalist and recommended her as the number one ranked applicant to the Town Council; and

WHEREAS, on April 12, 2007, at a publicly advertised meeting, the Town Council accepted the SNC's ranking; and

WHEREAS, the Town is desirous of entering into the agreement with Jean Watson.

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 Jean Watson for the position of Town Financial 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.

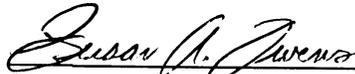
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 19th day of April, 2007, on a motion by Council Member Aster Knight and seconded by Vice Mayor Don Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		



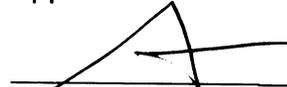
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, Town Clerk

Approved as to Form and Correctness:



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

FTL_DB: 1040472_1

AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
JEAN WATSON

This AGREEMENT (the "Agreement") entered into this 19th day of April 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 Jean Watson, an individual ("Financial Administrator").

WHEREAS, Section 3.11 of the Town's Charter provides for the appointment of a Financial Administrator; and

WHEREAS, pursuant to Section 3.11, the Financial Administrator shall work in concert with the Town Administrator, however, the Financial Administrator shall report directly to the Council, which alone shall have the authority to appoint and to remove the Financial Administrator; and

WHEREAS, The Town desires to employ the services of Jean Watson as Town Financial Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter and as delegated by the Town Council; and

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

WHEREAS, Town and Financial Administrator wish to formalize the terms of appointment as Town Financial 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 Jean Watson as Town Financial 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 Financial Administrators in the state of Florida. The Town Financial Administrator shall devote her 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 Financial Administrator shall perform her 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 State of Florida Code of Ethics, as may be amended from time to time.

2) Term.

A) Financial Administrator shall serve as Town Financial Administrator commencing on May 14th, 2007 (the "Effective Date") 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 Financial 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 Financial Administrator to resign at any time from her 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 (3) three months of this Agreement shall be deemed to be the "Transition Period". During the Transition Period Financial Administrator shall be paid as a contract vendor at a flat rate of Eleven Thousand Seventy Dollars (\$11,070.00) 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, Section 9, General Expenses, and Section 14 Telecommunications/Technical Equipment and Staff. Payment to the Financial Administrator during the Transition Period shall be made in the amount of Five Thousand Five Hundred and Thirty Five Dollars (\$5,535.00) 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 Financial Administrator that Financial 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 Financial Administrator for her services rendered hereto based on an annual salary of One Hundred and Ten Thousand Dollars (\$110,000.00), payable in bi-monthly installments on the first and fifteenth day of each month or the nearest business day thereto. The Financial Administrator's salary shall increase by three percent (3%) yearly on the annual Effective Date.

4) Termination and Severance Pay.

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

1. Six (6) months of the Financial Administrator's then current salary payable in two equal installments. The first installment shall be paid on the date Financial 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 Financial Administrator had remained employed, until the expiration of six (6) months from the date Financial Administrator ceases to perform services for the Town or until Financial Administrator is employed by another employer, whichever occurs first. Financial Administrator shall also be compensated for all accrued paid time off calculated based upon the Financial Administrator's then current salary.

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

The following acts shall give rise to termination with cause:

1. The elimination of the position of Town Financial Administrator.
2. Any reassignment of Financial Administrator by the Council to another position, without change to benefits or pay, which is not accepted by Financial Administrator.
3. If Financial Administrator willfully authorizes 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, Financial Administrator shall provide the Town with ninety (90) days written notice in the event Financial Administrator voluntarily resigns from her position at the Town. Financial Administrator shall also be compensated for all accrued paid time off calculated based upon the Financial Administrator's then current salary. Financial Administrator hereby agrees that this Agreement is a seven hundred and thirty (730) day minimum commitment. In the event Financial Administrator has worked for the Town for

less than a total of seven hundred and thirty (730) days, Financial Administrator shall not be entitled to the accrued paid time off.

6) Disability.

If the Financial Administrator is unable to perform her 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. Financial Administrator's medical, eye, dental and pension benefits shall continue in the same manner and to the same extent as if the Financial Administrator had remained employed, until the expiration of six (6) months from the date Financial Administrator ceases to perform services for the Town or until Financial 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 Financial Administrator for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Financial Administrator, and to adequately pursue necessary official and other functions of the Town. 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 financial administration of the Town.

8) Paid Time Off.

It is recognized that the Financial Administrator must devote a great deal of time outside the normal office hours to business in the Town, and to that end, the Financial Administrator shall be allowed to take thirty (30) paid time off days per year. Since this Agreement commences in May, the Financial Administrator shall be entitled to only take nineteen (19) 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, Financial 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 Financial 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 Financial Administrator, and hereby agrees to reimburse the Financial 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 Administrator. 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 Town Administrator to the Council for action.

10) Health, Eye, & Dental Insurance.

The Town shall provide Financial Administrator with an amount not to exceed Eight Thousand Four Hundred Dollars (\$8,400.00) per year, which shall be utilized to provide Financial Administrator and her dependents with health, eye, and dental insurance. Said exact amount shall be based upon the carrier's rate less the employee's share. At the time of this Agreement the current rate shall be based off of the City of Sunny Isles Beach's current rate schedule, attached hereto as Exhibit "B", which may be amended from time to time. The current rate shall include a two percent (2%) Cobra administration fee. This current rate shall be utilized until such time that the Town establishes its own comparable health, eye, and dental insurance plan for which the Financial Administrator shall become a member. All insurance payments shall be paid in equal monthly installments, subject to verification.

11) Life Insurance.

The Town agrees to make the required premium payments to provide the Financial Administrator with a term or whole life insurance policy in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) 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.

12) Disability Insurance.

The Town shall pay for and shall provide to the Financial Administrator a short-term and long-term disability insurance to cover the Financial Administrator's salary and benefits during any disability which the Financial Administrator may incur under a plan and with an entity acceptable to the Town and Financial Administrator. Such disability insurance shall cover the Financial 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 Financial Administrator her then current salary during the Waiting Period for up to ninety (90) days. In no event shall the disability insurance exceed Eight Hundred Dollars (\$800.00) per year.

13) Retirement.

A. The Town shall establish a Management Service Class Plan account with the Florida Retirement System ("FRS") for the Financial Administrator. The Town shall make a contribution in accordance with the rate established by the FRS, which at the time of this Agreement is Thirteen Point Twelve Percent (13.12%) of the Financial Administrator's Salary, as specifically delineated in Section 3 above, not including benefits.

14) Telecommunications/Technical Equipment and Staff.

The Town shall provide to the Financial Administrator and shall pay all charges related to a cellular telephone, blackberry (PDA), laptop and desktop computer, and shall provide the Financial Administrator with any other appropriate office supplies, material, and equipment with which to conduct the business of the Town. The costs for the telecommunications and technical equipment shall be approved in writing by the Town Administrator.

15) Survivors' Benefits.

In the event of the death of the Financial Administrator, her surviving spouse or dependents shall be entitled to payment of all of her accrued vacation and sick leave based on the Financial Administrator'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.

16) Benefit Participation.

The Financial Administrator shall be entitled to participate in any programs provided to other employees of the Town, at the option of the Financial Administrator, at no further cost or expense to the Town.

17) Indemnification.

To the extent permitted by law, the Town shall defend, save harmless, and indemnify the Financial Administrator against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Financial 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 Financial Administrator from claims of any nature arising out of the malfeasance of Financial Administrator, her agents or employees, or from injury or property damage caused by the intentional misconduct of Financial Administrator, its agents or employees. This indemnification provision shall survive the termination of this Agreement.

18) Surety Bond/Insurance.

The Financial Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Town Administrator. The premium of the bond shall be paid by the Town.

19) Monthly Reports.

Commencing June 1, 2007 and continuing monthly thereafter, by the last day of each month the Financial Administrator shall provide the Council and the Town Attorney with a monthly report in a format determined by the Town Financial Administrator. Said monthly

report shall provide, but shall not be limited to a budget summary and other matters that the Town Financial Administrator deems necessary and proper in any given month.

20) Annual Performance Review.

A. By December 31st of each year, the Town Administrator shall review and shall evaluate the performance of the Financial Administrator. Said review and evaluation shall be consistent with the stated goals and objectives of this Agreement. After conducting his formal review, the Town Administrator shall transmit his findings in writing to the Town Council.

21) Hours of Operation.

The Financial 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.

22) 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.

23) Ownership Rights.

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

24) Nondiscrimination & Public Entity Crime Act.

A. Financial Administrator shall not unlawfully discriminate against any person in her operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Financial 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, Financial Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Financial 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. Financial 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, Financial 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 Financial Administrator has been placed on the convicted vendor list. Financial 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.

25) 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.

26) 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.

27) Further Assurances.

Town and Financial 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.

28) 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.

29) 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.

30) 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.

31) Professional Assurances.

Financial Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Financial 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. Financial 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.

32) 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: Christopher J. Russo, Town Administrator
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 Financial Administrator:

Jean Watson
8981 South Hollybrook Blvd. #108
Pembroke Pines, FL 33025

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

33) 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

34) 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, FINANCIAL 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.

35) Enforcement; Attorney's Fees.

The Town and Financial 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 Financial 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.

36) Compliance with Laws.

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

37) Miscellaneous.

A. **Materiality and Waiver of Breach:** Financial 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. Financial Administrator warrants and represents that she has not employed or retained any company or person, to solicit or secure this Agreement and that she 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. Financial Administrator warrants and represents that by May 14, 2007, Financial Administrator's sole employer shall be the Town of Southwest Ranches. Financial Administrator further warrants and represents that she 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.** Financial 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 Financial 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

Financial Administrator

Mecca Fink, Mayor

Jean Watson

Christopher J. Russo, Town Administrator

Approved as to form
Gary Poliakoff, Town Attorney
FTL_DB: 1042368_1

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
- Manage Town services efficiently and effectively
- Manage all Town policies, ordinances and resolutions relating to financial matters
- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in conjunction with the Town Administrator to:

- 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
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids
- Provide negotiated agreements for services

Purchasing/Financial

- Provide all purchasing and acquisition activities
- Provide procurement policies and procedures
- Manage and assist in evaluation and selection of vendors
- Oversee Finance Dept. staff
- Work with Dept. Heads to prepare their Budgets.
- Prepare and execute payroll and accounts payable on a regular basis
- Oversee daily recording and deposits of cash receipts.
- Assist external Auditors in performance of annual audit.
- Prepare ad valorem tax rate, reports and TRIM notice.

Communication

- Maintain high level of communication and input to Council
- Manage progressive computer system
- Create excellent local and state relationships

City of Sunny Isles Beach

United Healthcare Choice Plan 037 - HMO

Guardian Dental - PPO

EyeMed Vision Care - PPO

BENEFIT RATES FOR 2007

	<u>RATES</u>	<u>CITY SHARE</u>	<u>EE SHARE</u>
SINGLE HEALTH	387.62	387.62	
SINGLE DENTAL	30.11	30.11	
SINGLE VISION	5.66	5.66	
<u>PER MONTH</u>	<u>423.39</u>	<u>423.39</u>	
<i>PER PAY PERIOD</i>			<i>NONE</i>
CHILDREN HEALTH	724.86	556.24	168.62
CHILDREN DENTAL	87.53	58.82	28.71
CHILDREN VISION	13.52	9.59	3.93
<u>PER MONTH</u>	<u>825.91</u>	<u>624.65</u>	<u>201.26</u>
<i>PER PAY PERIOD</i>			<i>92.89</i>
SPOUSE HEALTH	860.52	624.07	236.45
SPOUSE DENTAL	66.54	48.33	18.22
SPOUSE VISION	13.52	9.59	3.93
<u>PER MONTH</u>	<u>940.58</u>	<u>681.99</u>	<u>258.60</u>
<i>PER PAY PERIOD</i>			<i>119.35</i>
FAMILY HEALTH	1,131.87	759.75	372.13
FAMILY DENTAL	116.19	73.15	43.04
FAMILY VISION	13.52	9.59	3.93
<u>PER MONTH</u>	<u>1,261.58</u>	<u>842.49</u>	<u>419.10</u>
<i>PER PAY PERIOD</i>			<i>193.43</i>

EXHIBIT B

EFFECTIVE 3/2007