

**RESOLUTION NO. 2007 – 065**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CHRISTOPHER J. RUSSO; AMENDING THE AGREEMENT TO PROVIDE THAT THE TOWN SHALL PAY ALL CHARGES RELATED TO TELECOMMUNICATIONS, TECHNICAL EQUIPMENT AND STAFF DURING THE TRANSITION PERIOD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 1, 2007 pursuant to Resolution No. 2074-034, the Town contracted with Christopher J. Russo to provide Town Administration services; and

**WHEREAS**, since Christopher J. Russo is the Town's first employee, the Agreement provides for a "Transition Period" to enable the Administrator to establish the benefits described in the Agreement; and

**WHEREAS**, the Agreement provides that during the Transition Period the Administrator shall not be entitled to any employment benefit except for reimbursement of Professional Development, allowing Paid Time Off, and reimbursement of General Expenses; and

**WHEREAS**, the Town unintentionally excluded Section 15 of the Agreement, entitled Telecommunications/Technical Equipment and Staff, from this list of Transition Period benefits; and

**WHEREAS**, Section 15 provides that 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; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town to provide Christopher J. Russo with these resources during the Transition Period; and

**WHEREAS**, this Resolution seeks to effectuate the modification to the Agreement.

**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 First Amendment to the Agreement with Christopher J. Russo.

**Section 3.** The Town Council hereby amends its Agreement with Christopher J. Russo as specifically delineated in Exhibit "A", which has been attached hereto and is incorporated by reference.

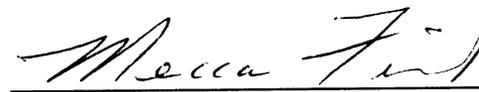
**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First Amendment to Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** That this Resolution shall become effective immediately upon its adoption.

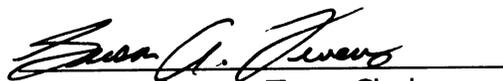
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 10<sup>th</sup> day of May 2007, on a motion by Council Member Aster Knight and seconded by Council Member Steve Breitkreuz.

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

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
\_\_\_\_\_  
Mecca Fink, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney  
1048165\_1

**EXHIBIT "A"**

**FIRST MODIFICATION TO AGREEMENT**

**THIS FIRST MODIFICATION TO AGREEMENT** entered into as of this \_\_\_\_ day of May, 2007 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and Christopher J. Russo, an individual ("Administrator"), for the purpose of amending the Agreement between the Town and Administrator dated February 26<sup>th</sup>, 2007 (the "Original Agreement").

**WITNESSETH:**

**WHEREAS**, on February 1, 2007 pursuant to Resolution No. 2074-034, the Town contracted with Christopher J. Russo to provide Town Administration services; and

**WHEREAS**, since Christopher J. Russo is the Town's first employee, the Agreement provides for a "Transition Period" to establish the benefits described in the Agreement; and

**WHEREAS**, the Agreement provides that during the Transition Period the Administrator shall not be entitled to any employment benefit except for payment of Professional Development, allowing Paid Time Off, and payment of General Expenses; and

**WHEREAS**, the Town unintentionally excluded Section 15 of the Agreement, entitled Telecommunications/Technical Equipment and Staff, from this list of Transition Period benefits; and

**WHEREAS**, Section 15 provides that 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; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town to provide Christopher J. Russo with these resources during the Transition Period; and

**WHEREAS**, this First Amendment to Agreement seeks to effectuate the modification to the Agreement.

**NOW THEREFORE**, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 2 "Term" shall be amended to read as follows:

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, and Section 15, Telecommunications/Technical Equipment and Staff. 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. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

**IN WITNESS WHEREOF**, this First Modification is accepted and executed as of the \_\_\_\_ day of May, 2007.

TOWN OF SOUTHWEST RANCHES

CHRISTOPHER J. RUSSO

\_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_\_  
Christopher J. Russo

Attest:

Susan A. Owens, Town Clerk

\_\_\_\_\_  
Witness

Approved as to form and correctness:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gary A. Poliakoff, Town Attorney