

RESOLUTION NO. 2007 – 080

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH CHRISTOPHER J. RUSSO; AMENDING THE AGREEMENT TO EXTEND THE "TRANSITION PERIOD" UNTIL SUCH TIME THAT THE TOWN IS ABLE TO ADEQUATELY ESTABLISH THE BENEFITS DESCRIBED IN THE AGREEMENT BY ACHIEVING A LEVEL OF FINANCIAL STABILITY THAT THE TOWN ADMINISTRATOR, FINANCIAL ADMINISTRATOR, AND THE INTERNAL AUDITORS FEEL COMFORTABLE WITH; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND 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 four (4) month "Transition Period" to enable the Administrator to establish the benefits described in the Agreement; and

WHEREAS, the Town Administrator has submitted a written request to the Town Council to extend the "Transition Period" until such time that the Town is able to adequately establish the benefits described in the Agreement by achieving a level of financial stability that the Town Administrator, Financial Administrator, and internal auditors feel comfortable with; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to extend 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 Second Amendment to the Agreement with Christopher J. Russo to extend the "Transition Period" until such time

that the Town is able to adequately establish the benefits described in the Agreement by achieving a level of financial stability that the Town Administrator, Financial Administrator, and internal auditors feel comfortable with.

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 Second 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 12th day of July, 2007, on a motion made by Vice Mayor Don Maines and seconded by Council Member Steve Breitkreuz.

| | | | |
|------------|---------------|------------|----------|
| Fink | <u>Y</u> | Ayes | <u>4</u> |
| Maines | <u>Y</u> | Nays | <u>0</u> |
| Breitkreuz | <u>Y</u> | Absent | <u>1</u> |
| Knight | <u>ABSENT</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: 1057340_1

EXHIBIT "A"

SECOND MODIFICATION TO AGREEMENT

THIS SECOND MODIFICATION TO AGREEMENT entered into as of this 23rd day of July, 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 26th, 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 four (4) month "Transition Period" to enable the Administrator to establish the benefits described in the Agreement; and

WHEREAS, the Town Administrator has submitted a written request to the Town Council to extend the "Transition Period" until such time that the Town is able to adequately establish the benefits described in the Agreement; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to extend the "Transition Period"; and

WHEREAS, this Second 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:

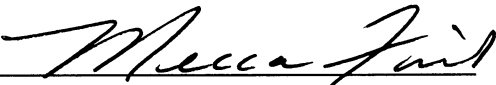
D) Notwithstanding anything in this Agreement to the contrary, the first (4) four months period of time that it takes the Town to adequately establish the benefits described in of this Agreement shall be deemed to be the "Transition Period". During the Transition Period Administrator shall be paid as 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, 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. The term Transition Period is simply a phrase of art and is in no way intended to relieve Administrator of any responsibility contained within the ICMA Code of Ethics, especially as it is not intended to relate to interim, transitory, or other temporary employment.

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 Second Modification is accepted and executed as of this 23rd day of July, 2007.

TOWN OF SOUTHWEST RANCHES

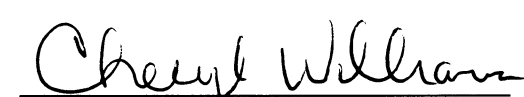

Mecca Fink, Mayor

CHRISTOPHER J. RUSSO


Christopher J. Russo

Attest:


Susan A. Owens, Town Clerk


Witness

Approved as to form and correctness:


Gary A. Poliakov, Town Attorney


Witness

FTL_DB: 1057340_1