

**RESOLUTION NO. 2007 - 089**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A FOURTH MODIFICATION TO THE TOWN'S AGREEMENT WITH JOHN CANADA AND ASSOCIATES, INC.; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO A MODIFIED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2000, the Town contracted with John Canada & Associates, Inc. ("John Canada & Associates") to serve as the Town's administration; and

**WHEREAS**, on October 14, 2004, pursuant to Resolution 2005-002, the Town entered into the First Amendment to Agreement and on May 16, 2006, pursuant to Resolution 2006-065, the Town entered into the Second Amendment to Agreement; and

**WHEREAS**, on October 12, 2006, the Town Council voted to terminate this Agreement effective upon a new Town Administrator commencing work for the Town; and

**WHEREAS**, on November 2, 2006, the parties entered into a Third Amendment which established the post termination terms; and

**WHEREAS**, this post termination terms provide that the employees of John Canada & Associates', with the exception of John Canada and Pat Canada, may be retained by the Town for a period of up to six months after the start date of the new Town Administrator; and

**WHEREAS**, the new Town Administrator commenced work on March 5, 2007, which means that the post transition agreement will terminate on September 4, 2007; and

**WHEREAS**, in order to maintain a harmonious transition, the Town Administrator has determined that it is in the best interest of the Town to extend the post termination agreement thru September 30, 2007, which will enable a clean transfer at the start of the next fiscal year; and

**WHEREAS**, the Town Council is desirous of entering into this Fourth Amendment to the Agreement with John Canada & Associates.

**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 Forth Amendment to the Town's Agreement with John Canada and Associates, Inc., in substantially the same form as that attached hereto as Exhibit "A".

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into this modified 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 19<sup>th</sup> day of July 2007, on a motion by Vice Mayor Don Maines and seconded by Council Member Steve Breitkreuz.

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: 1060483\_1

## **FOURTH MODIFICATION TO AGREEMENT**

**THIS FOURTH MODIFICATION TO AGREEMENT** entered into as of the \_\_\_\_ day of July, 2007 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and John Canada & Associates, Inc., a corporation of the State of Florida ("Canada"), for the purpose of amending the Agreement between the Town and Canada dated December 13, 2000 (the "Original Agreement"), the First Amendment to the Original Agreement, the Second Amendment to the Original Agreement, the Third Amendment to the Original Agreement (collectively the "Agreement").

### **WITNESSETH:**

**WHEREAS**, on December 13, 2000, the Town contracted with John Canada & Associates, Inc. ("John Canada & Associates") to serve as the Town's administration; and

**WHEREAS**, on October 14, 2004, pursuant to Resolution 2005-002, the Town entered into the First Amendment to Agreement and on May 16, 2006, pursuant to Resolution 2006-065, the Town entered into the Second Amendment to Agreement; and

**WHEREAS**, on October 12, 2006, the Town Council voted to terminate this Agreement effective upon a new Town Administrator commencing work for the Town; and

**WHEREAS**, on November 2, 2006, the parties entered into a Third Amendment which established the post termination terms; and

**WHEREAS**, this post termination terms provide that the employees of John Canada & Associates', with the exception of John Canada and Pat Canada, may be retained by the Town for a period of up to six months after the start date of the new Town Administrator; and

**WHEREAS**, the new Town Administrator commenced work on March 5, 2007, which means that the post transition agreement will terminate on September 4, 2007; and

**WHEREAS**, in order to maintain a harmonious transition, the Town Administrator has determined that it is in the best interest of the Town to extend the post termination agreement thru September 30, 2007, which will enable a clean transfer at the start of the next fiscal year; and

**WHEREAS**, the Town and John Canada & Associates have mutually agreed to enter into this Fourth Amendment to the Original 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 and modified Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 4 "Term" shall be amended as follows:

**4) Term**

4.1 The parties mutually agree that the term of this Agreement shall be bifurcated as follows:

As this Agreement specifically relates to Canada's hiring of John Canada and Pat Canada, their terms shall cease upon a new Town Administrator commencing work for the Town. As this Agreement specifically relates to Canada's other employees specifically delineated in Exhibit "B", their terms shall cease upon the earlier of ~~six months~~ September 30, 2007 or upon replacement by the new Town Administrator or at the discretion of the Town. The parties mutually agree that after the conclusion of their term, any employee delineated in Exhibit "B", at the new Town Administrator's sole discretion, may be retained directly by the Town or by another entity working for the Town.

3. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

**[Signatures on Following Page]**

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

TOWN OF SOUTHWEST RANCHES

JOHN CANADA & ASSOCIATES, INC.

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

\_\_\_\_\_  
John Canada, Principal

Attest:

\_\_\_\_\_  
Witness

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

Approved as to form and correctness:

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

FTL\_DB: 1060505\_1