

**RESOLUTION NO. 2009 – 068**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE TOWN ADMINISTRATOR'S SELECTION OF DEBRA DORÉ-THOMAS AS THE TOWN CLERK OF THE TOWN OF SOUTHWEST RANCHES; APPROVING AN AGREEMENT WITH DEBRA DORÉ-THOMAS FOR THE POSITION OF TOWN CLERK, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN CLERK'S SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 5, 2009, the Town of Southwest Ranches published Request for Letters of Interest for the position of Town Clerk; and

**WHEREAS**, on May 19, 2009, the Town received three (3) responses to its procurement; and

**WHEREAS**, the Town Administrator has interviewed all three candidates and has selected Debra Doré-Thomas for the position of Town Clerk; and

**WHEREAS**, in accordance with Section 3.06 of the Town's Charter, this Resolution seeks Council approval for the Town Administrator's selection; and

**WHEREAS**, the Town is desirous of entering into the agreement as presented with Debra Doré-Thomas for the position of Town Clerk.

**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 Town Administrator's selection of Debra Doré-Thomas as the Town Clerk of the Town of Southwest Ranches.

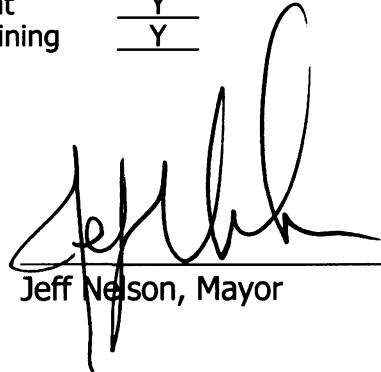
**Section 3:** The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Debra Doré-Thomas for the position of Town Clerk.

**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 18<sup>th</sup> day of June, 2009, on a motion by Vice Mayor Steve Breitkreuz and seconded by Mayor Jeff Nelson.

Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Fisikelli	<u>N</u>
Knight	<u>Y</u>
McKay	<u>N</u>


Ayes	<u>3</u>
Nays	<u>2</u>
Absent	<u>Y</u>
Abstaining	<u>Y</u>



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Jeff Nelson, Mayor

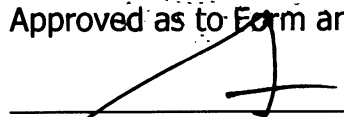
ATTEST:



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Debra Dore Thomas, Interim Town Clerk

Approved as to Form and Correctness:



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Gary A. Poliakoff, J.D., Town Attorney  
ACTIVE: 1194925\_1

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF SOUTHWEST RANCHES**  
**AND**  
**DEBRA DORÉ-THOMAS**

This AGREEMENT (the "Agreement") entered into this 18<sup>th</sup> day of June 2009, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the "Town"), and Debra Doré-Thomas an individual ("Clerk").

**WHEREAS**, the Town's Charter provides for the appointment of a Town Clerk; and

**WHEREAS**, the office of the Town Clerk has the responsibility to give notice of Council meeting, shall keep minutes of the municipality's proceedings, and shall perform such other duties as the Council or Clerk may prescribe from time to time; and

**WHEREAS**, the Town desires to employ the services of Debra Doré-Thomas as Town Clerk of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter; and

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

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

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

**1) Employment.**

Town hereby agrees to employ Debra Doré-Thomas as Town Clerk 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 clerks in the state of Florida. Clerk 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 and may be unreasonably withheld. The Clerk 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 Florida Association of City Clerks Code of Ethics, as may be amended from time to time.

**2) Term.**

A) Clerk shall serve as Town Clerk commencing on June 22, 2009, 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 Clerk 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 Clerk to resign at any time from her position, subject only to the provisions set forth in Section 5 of this Agreement.

**3) Salary.**

Town agrees to pay Clerk for her services rendered hereto based on an annual salary of Fifty-eight Thousand Eight Hundred Dollars (\$58,800.00), payable in equal 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 Clerk in such amounts and to such extent as the Council may determine that is desirable to do so.

**4) Termination and Severance Pay.**

A) In the event Clerk is terminated from the Town's employment without cause, and provided that the Clerk is willing and able to perform her duties under this Agreement, then in that event, Town agrees to pay Clerk a Severance Benefit of one (1) month of the Clerk's then current salary payable in two equal installments. The first installment shall be paid on the date Clerk ceases to perform services for the Town, and the second installment shall be paid ninety (90) days thereafter. There shall be no severance owed for termination without cause prior to June 23, 2010.

B) In the event Clerk 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 Benefit.

C) In the event Clerk is terminated from the Town's employment with cause for one of the acts enumerated below, Town and Clerk agree that Clerk shall receive no Severance Benefit.

The following acts shall give rise to termination with cause:

1. The elimination of the position of Town Clerk.
2. Any reassignment of Clerk by the Council to another position, without change to benefits or pay, which is not accepted by Clerk.

3. A willful breach of any of the provisions contained within this Agreement.

**5) Resignation.**

A) Unless both parties agree in writing to the contrary, with the exception of resignation for sudden illness of Clerk or her immediate family, Clerk may resign by providing the Town with a minimum of sixty (60) days written notice.

B) In the event that proper notice is given and Clerk has worked for the Town for a total of one thousand and ninety five (1095) days, Town agrees that Clerk shall also be compensated for all accrued paid time off calculated based upon the Clerk's then current salary.

**6) Disability.**

If the Clerk is unable to perform her duties for a period of three (3) successive weeks beyond any unused leave, or for twenty (20) working days over a ninety (90) working day period excluding any unused leave, Town at its sole option may terminate this Agreement for cause.

**7) Professional Development.**

A) The Town may pay the reasonable registration and travel expenses of the Clerk for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Clerk, and to adequately pursue necessary official and other functions of the Town. The Town may pay the reasonable costs for registration and travel expenses relating to the Clerk's attendance at appropriate annual meetings, including but not limited to, the Florida Association of City Clerks, the Florida Records Management Association, and the International Institute of Municipal Clerks. All such professional development expenses shall be subject to prior Council approval, which shall be included within the Town's budget.

B) The Town may provide in the annual budget a reasonable amount to help pay for appropriate annual dues for professional association memberships directly related to the Clerk's function at the Town.

C) In the event Clerk voluntarily ceases her employment with the Town within the first 365 days of employment, professional development expenses relating to registration and travel expenses shall be reimbursed to the Town, within sixty (60) days, pro rated by one-twelfth (1/12) for each month Clerk worked for the Town. By way of example, if Clerk worked for the Town for three months, Clerk shall reimburse Town seventy-five percent of such expenses incurred.

**8) Paid Time Off.**

Clerk shall be allowed to take fourteen (14) paid time off days per year. Although this Agreement commences in June, the Clerk shall be entitled to take seven (7) 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, Clerk 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 fourteen (14) paid time off days (seven for the first partial year of employment) may be taken without compensation, provided Clerk receives the formal approval of the Town Administrator.

**9) Equipment and Staff**

The Town shall provide to the Clerk and shall pay all charges related with a desktop and laptop computer, and shall provide the Clerk with any other reasonably appropriate office supplies, material, and equipment with which to conduct the business of the Town.

**10) Survivors' Benefits.**

In the event of the death of the Clerk, her surviving spouse or dependents shall be entitled to payment of all of her unused paid time off days based on the Town Clerk's then current salary.

**11) Benefit Participation.**

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

**12) Indemnification.**

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

**13) Hours of Operation.**

The Clerk is expected to be readily available during all business hours and at all Council meetings.

**14) 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.

**15) Ownership Rights**

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

**16) Nondiscrimination & Public Entity Crime Act**

A) Clerk 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. Clerk 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, Clerk shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B) Clerk'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. Clerk 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, Clerk 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 Clerk has been placed on the convicted vendor list. Clerks 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.

**17) 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.

**18) 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.

**19) Further Assurances.**

Town and Clerk 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.

**20) 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.

**21) 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.

**22) 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.

**23) Professional Assurances.**

Clerk shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Clerks 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. Clerk represents that she 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.



**24) 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:

Charles H. Lynn, Town Administrator  
Town of Southwest Ranches  
6589 SW 160 Avenue  
Southwest Ranches, FL 33331

And

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

For Clerk:

Debra Doré-Thomas  
6589 SW 160 Avenue  
Southwest Ranches, FL 33331

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

**25) 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

**26) 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, CLERK 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.**

**27) Enforcement; Attorney's Fees.**

The Town and Clerk 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 Clerk 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.

**28) Compliance with Laws.**

Clerk 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.

**29) Miscellaneous.**

A) **Materiality and Waiver of Breach:** Clerk 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) Clerk 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) Clerk discloses that a pre-existing commitment requires continuing, short-term employment with New Community Strategies, Inc., to wrap up Records Management Services to the City of Margate, Florida. Said employment shall not extend past July 31, 2009, and shall not interfere at any time with Town responsibilities. With the exception of what has been set forth in Section 1 above, Clerk warrants and represents that by July 31, 2009, Clerk's sole employer shall be the Town of Southwest Ranches. Clerk 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. Clerk shall endeavor to maintain a drug-free workplace.

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 Clerk 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

  
\_\_\_\_\_  
Jeff Nelson, Mayor

  
\_\_\_\_\_  
Charles E. Lynn, Town Administrator

  
\_\_\_\_\_  
Approved as to form  
Gary Poliakoff, Town Attorney  
ACTIVE: 2178506\_1

Clerk

  
\_\_\_\_\_  
Debra Doré-Thomas

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

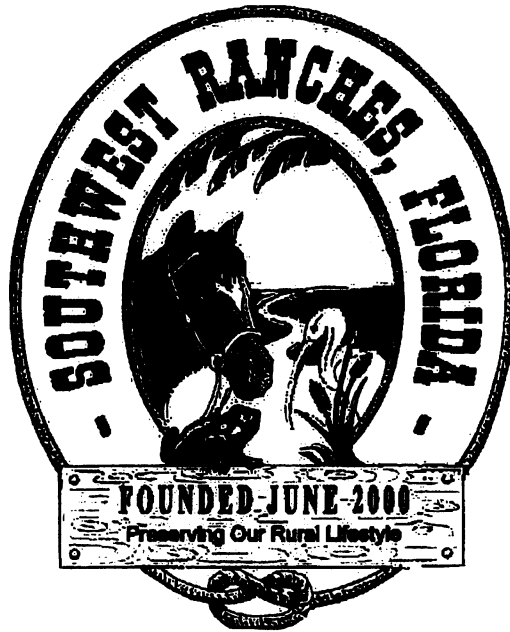
**EXHIBIT "A"**

**Specified Services As Delineated in the  
Request for Letters of Interest**

**TOWN OF SOUTHWEST RANCHES  
REQUEST FOR LETTERS OF INTEREST (RLI) FOR  
THE POSITION OF TOWN CLERK**

**TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY, FLORIDA**

**REQUEST FOR LETTERS OF INTEREST (RLI) FOR  
THE POSITION OF TOWN CLERK**



**Opening Date/Time:** Tuesday, May 19, 2009, at 10:00AM  
**Submit To:** Cheryl Williams, Executive Assistant to Town Administrator  
6589 SW 160 Avenue  
Southwest Ranches, FL 33331

**TOWN OF SOUTHWEST RANCHES  
REQUEST FOR LETTERS OF INTEREST (RLI) FOR  
THE POSITION OF TOWN CLERK**

**I. GENERAL INFORMATION**

The Town of Southwest Ranches ("Town") is located in Southwest Broward County (Greater Fort Lauderdale), Florida and is generally a rural community surrounded by urban sprawl. It was incorporated on June 6, 2000; and, it covers approximately 13 square miles, with a population of about 8,000. The Town operates under a Council-Administrator form of government, under the direction of five council members. The Town is primarily a contract town with major services contracted out to local vendors and an in-house Administration Team of 9 full-time employees.

The position of the Town Clerk is authorized by Section 3.06 of the Town's Charter. The position is appointed by the Town Administrator, subject to approval by a majority of the Town Council.

**II. APPLICANT QUALIFICATIONS**

The Town of Southwest Ranches is accepting Letters of Interest from qualified individuals to fill the full-time position of Town Clerk. The position is appointed by the Town Administrator, subject to the approval by a majority of the Council. The proposed salary range will be \$44,850 - \$58,800. The Town Clerk must have the following minimum qualifications:

- Must possess a valid Certified Municipal Clerk designation issued by the International Institute of Municipal Clerks;
- Must have a minimum of three (3) years of experience as a Municipal Clerk or Deputy Municipal Clerk, including minimum supervisory experience;
- Must be a Notary Public of the State of Florida, or be able to become a Notary Public within three (3) months of being hired;
- Must have a minimum of two (2) years current or past membership with the International Institute of Municipal Clerks and/or the Florida Association of City Clerks City Clerk. Membership in a similar Clerk-related professional association may be accepted;
- Must have knowledge of legal advertising requirements, intergovernmental relations, election laws and procedures, procurement laws and procedures, and state regulations for public records management, retention and disposition;
- Must possess the ability to understand and interpret state and local laws, the ability to draft ordinances, resolutions, and agreements, and the ability to prepare and maintain the department's budget;
- A Bachelor's degree in Public or Business Administration or related field is preferred.

**III. SERVICES OVERVIEW**

The administrative functions of the Town Clerk include, but are not limited to the following:

- To prepare agendas, manage records, draft ordinances, resolutions, proclamations and agreements;
- To attend all Council meetings, and keep minutes of all municipal proceedings;
- To serve as the Supervisor of Elections for all special and regular municipal elections;
- To maintain the Town's Code of Ordinances, and coordinate supplements as appropriate;

**TOWN OF SOUTHWEST RANCHES  
REQUEST FOR LETTERS OF INTEREST (RLI) FOR  
THE POSITION OF TOWN CLERK**

- To publish legal advertisements in accordance with Florida Statutes;
- To process, advertise, file, and record all bids for municipal services;
- To attest to all official documents and agreements, and acts as the keeper of the Town Seal;
- Direct and supervise the administration of the department and Front Office staff.

**IV. RESPONSE REQUIREMENTS**

All respondents must submit *1 bound original, 1 unbound original, and 1 CD (preferably in WORD or PDF)* of their entire proposal in a *sealed* envelope to Cheryl Williams, Executive Assistant to Town Administrator, *prior to* the opening date and time referenced above. *Suggested* items for applicants to include in their responses are:

1. A signed Letter of Interest
2. Resume with Salary History
3. Proof of Certifications or Degrees as delineated in the requirements above
4. Any additional backup material that demonstrates the applicant's fitness for the position

All Letters of Interest will be publicly opened at 10:00 a.m. on May 19, 2009 in Town Hall at 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, FL 33331. *Facsimile and electronic mail responses will not be accepted.* No Letters of Interest will be accepted after the opening date and time referenced above. All questions regarding the RLI must be submitted *in writing* to the Cheryl Williams, Executive Assistant to Town Administrator, either via e-mail at [cwilliams@southwestranches.org](mailto:cwilliams@southwestranches.org), or via facsimile at (954) 434-1490.

It will be the sole responsibility of the respondent to ensure that the RLI reaches the Town Hall on or before the closing hour and date shown on the cover page of this RLI and that all required information is included in their response.

**Cost Liability:** The respondent shall bear all costs associated with submitting the RLI, including RLI preparation, or any travel connected with the submittal of the proposal to the Town.

**Contents of RLI/Public Records:** Once opened by the Town, a response to this RLI is a public record under Chapter 119, Florida Statutes. The contents of the RLI as accepted by the Town may become part of any employment contract awarded as a result of this RLI. All RLIs, being public record, will be available for public inspection during normal business hours once they have been officially opened. Persons who wish to read proposals must make an appointment with the Town Clerk.

**Conflicts of Interest:** This employment is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town of Southwest Ranches or its agencies.

**The Town of Southwest Ranches reserves the right to reject any or all RLIs, to waive any informalities or irregularities in any RLIs received, to re-advertise for RLIs, or take any such actions that may be deemed in the best interests of the Town.**

**TOWN OF SOUTHWEST RANCHES  
REQUEST FOR LETTERS OF INTEREST (RLI) FOR  
THE POSITION OF TOWN CLERK**

**V. SELECTION PROCESS**

At the opening date and time referenced above, the Town Administrator or designee will publicly open and read aloud the names of all respondents, and whether or not each one meets the minimum requirements provide in this RLI. All respondents are invited to attend the opening.

The Town Administrator will then shortlist the qualified applicants for interviews. Once a selection is made by the Town Administrator, the ratification of that selection will be scheduled for the next available Town Council meeting. Final appointment to the position will be made upon approval by a majority of the Town Council.