

RESOLUTION NO. 2011 – 028

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TERMINATING THE AGREEMENT BETWEEN THE TOWN AND JEAN WATSON; APPROVING A NEW AGREEMENT WITH JEAN WATSON FOR FINANCIAL ADMINISTRATION SERVICES, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HER SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE NEW 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 22, 2007, the Town's SNC, at a publicly advertised meeting, interviewed the finalist and recommended Jean Watson as the number one ranked applicant to the Town Council; and

WHEREAS, on April 19, 2007, pursuant to Resolution No. 2007-060, the Town entered into an Agreement with Jean Watson for the position of Financial Administrator; and

WHEREAS, Jean Watson has admirably served as the Town's Financial Administrator for more than three years; and

WHEREAS, since taking office Ms. Watson has completely revamped the Town's accounting system; and

WHEREAS, through Ms. Watson's leadership, and only since she has taken office, the Town has continually been awarded State's highest honor for financial reporting; and

WHEREAS, Ms. Watson has recently advised the Town that she desires to work part time; and

WHEREAS, the Town desires to maintain Jean Watson since she has proven to be a valuable asset to the Town; and

WHEREAS, as such, both parties desire to terminate the initial Agreement and to enter into a new Agreement for Financial Administrative Services.

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 terminates the Agreement between the Town of Southwest Ranches and Jean Watson.

Section 3: The Town Council hereby approves a new Agreement between the Town of Southwest Ranches and Jean Watson for Financial Administrative Services, as attached hereto as Exhibit "A".

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the new Agreement between the Town of Southwest Ranches and Jean Watson for Financial Administrative Services 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 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 6th day of January on a motion by Council Member McKay and seconded by Council Member Breitkreuz.

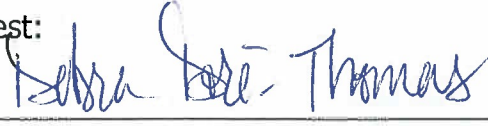
Nelson	<u>AYE</u>	Ayes	<u>5</u>
Fisikelli	<u>AYE</u>	Nays	<u>0</u>
Breitkreuz	<u>AYE</u>	Absent	<u>0</u>
Jablonski	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>AYE</u>		

[Signatures on Following Page]



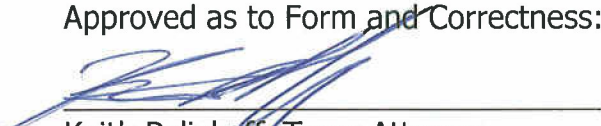
Jeff Nelson, Mayor

Attest:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
ACTIVE: 3187342_1

Resolution Exhibit "A"

AGREEMENT

BETWEEN

THE TOWN OF SOUTHWEST RANCHES

AND

JEAN WATSON

FOR FINANCIAL ADMINISTRATIVE SERVICES

This AGREEMENT (the "Agreement") entered into this 6th day of January 2011, 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 ("Jean Watson").

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

WHEREAS, on April 19, 2007, pursuant to Resolution No. 2007-060, the Town entered into an Agreement with Jean Watson for the position of Financial Administrator; and

WHEREAS, Jean Watson has admirably served as the Town's Financial Administrator for more than three years; and

WHEREAS, since taking office Ms. Watson has completely revamped the Town's accounting system; and

WHEREAS, through Ms. Watson's leadership, and only since she has taken office, the Town has continually been awarded State's highest honor for financial reporting; and

WHEREAS, Ms. Watson has recently advised the Town that she desires to work part time; and

WHEREAS, the Town desires to maintain Jean Watson since she has proven to be a valuable asset to the Town; and

WHEREAS, as such, both parties desire to terminate the initial Agreement and to enter into a new Agreement for Financial Administrative Services.

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

1) Prior Agreement.

The parties agree that the agreement entered into between the Town of Southwest Ranches and Jean Watson on April 19th, 2007, is hereby superseded and terminated effective as of the date hereof and shall be without further force or effect. All conditions of that agreement have been satisfied or have been waived. 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 all previous Agreements and representations whether written or oral.

2) Employment.

Town hereby agrees to employ Jean Watson to assist in the financial administration of the Town. Until a successor has been appointed by the Town Council, Jean Watson shall maintain the title Town Financial Administrator and shall 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. Upon naming her replacement, Jean Watson shall maintain the title of either Deputy or Assistant Financial Administrator. Jean Watson 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.

3) Term.

Jean Watson's employment under this Agreement shall commence on February 1, 2011 (the "Effective Date"), without definite term, and shall be terminable at will, by either party, in accordance with Section 5 hereof.

4) Salary.

Town agrees to pay Jean Watson for her services rendered hereto based upon an hourly rate of Forty-Five Dollars (\$45.00) per hour. The hours worked by Jean Watson shall be established in a written instrument executed by Jean Watson and the Town Administrator before the work has occurred, but in no event shall exceed forty (40) hours per week. Any work performed in excess of what has been agreed to in the executed instrument shall be performed at Jean Watson's sole cost and expense. At the time of this Agreement, it is contemplated that Jean Watson will work on a part-time basis, providing up to twenty-four (24) hours per week of work for the Town for an estimated annual salary of Fifty Six Thousand One Hundred and Sixty Dollars (\$56,160).

5) Termination

Either party may terminate this Agreement at any time, for any reason, upon providing the other party with thirty (30) days written notice of such termination.

6) Professional Development.

The Town agrees to pay for Jean Watson's professional development in a maximum amount not to exceed Two Hundred Dollars (\$200.00) per calendar year. Said amount shall be utilized to reimburse Jean Watson for approved expenses relating to her membership in professional organizations. Said organizations and the amounts of such membership shall be approved in writing by the Town Administrator prior to such expense being occurred.

7) General Expenses.

All general expenses for which Jean Watson may seek reimbursement, must be approved in writing by the Town Administrator prior to such expense being incurred.

8) Benefit Participation.

Jean Watson shall be entitled to participate in any programs provided to other employees of the Town, at no further cost or expense to the Town.

9) Ownership Rights.

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

10) Nondiscrimination & Public Entity Crime Act.

A. Jean Watson 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. Jean Watson 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, Jean Watson shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Jean Watson'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. Jean Watson 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, Jean Watson 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 Jean Watson 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.

11) 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.

12) Further Assurances.

Town and Jean Watson 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.

13) 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.

14) 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.

15) 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.

16) Professional Assurances.

Jean Watson 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. Jean Watson 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.

17) 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, AICP, Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33331

And

Keith Poliakoff, Town Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

For Jean Watson:

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

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

18) 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

19) 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, JEAN WATSON 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.

20) Enforcement; Attorney's Fees.

The Town and Jean Watson 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 Jean Watson 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.

21) Compliance with Laws.

Jean Watson 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.

22) Miscellaneous.

A. Materiality and Waiver of Breach: Jean Watson 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. Jean Watson 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. Jean Watson warrants and represents that 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. Jean Watson shall endeavor to maintain a drug-free workplace and shall institute a drug-free workplace policy.

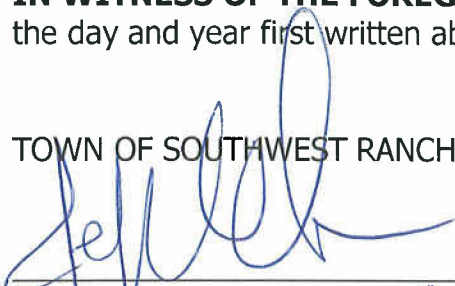
E. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

F. Truth-in-Negotiation Certificate. Signature of this Agreement by Jean Watson 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.

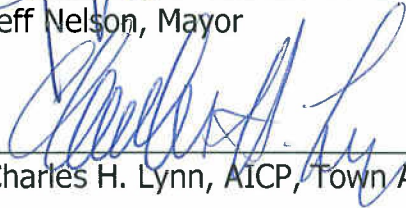
[Signatures on Following Page]

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



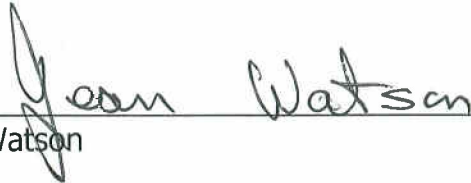
Charles H. Lynn, AICP, Town Administrator

Approved as to form:



Keith Poliakoff, J.D., Town Attorney
ACTIVE: 3187342_1

JEAN WATSON



Jean Watson

AGREEMENT EXHIBIT "A"

Specified Services

Administration

- Attend all meetings requested by Council
- Attend other requested meetings for the betterment of Town
- Attend requested 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 Department staff
- Work with Department 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

ACTIVE: 3187342_1