

RESOLUTION NO. 2012 - 052

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S SELECTION OF ANDREW BERNES FOR THE POSITION OF TOWN ADMINISTRATOR; APPROVING AN AGREEMENT WITH ANDREW BERNES FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 30, 2012, in furtherance of the Town's Procurement Code, the Town published a legal advertisement for request for letters of interest (RLI) seeking qualified candidates for the position of Town Administrator; and

WHEREAS, on April 27, 2012, the Town received nineteen (19) qualified responses to its request for letters of interest; and

WHEREAS, on May 3, 2012, the Town's Selection and Negotiation Committee ("SNC"), at a publicly advertised meeting, reviewed and short-listed eight (8) candidates for further consideration; and

WHEREAS, on May 8, 2012 and May 15, 2012, the Town's SNC, at a publicly advertised meeting, interviewed the short-listed candidates; and

WHEREAS, on May 17, 2012, after re-interviewing the two (2) finalists and after careful consideration, the Town's SNC, at a publicly advertised meeting, selected Andrew Bernes for the position of Town Administrator; and

WHEREAS, the Town Council approves the SNC's selection and is desirous of entering into the agreement, as presented, with Andrew Bernes for Town 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 approves the Selection and Negotiation Committee's selection of Andrew Berns for the position of Town Administrator.

Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Andrew Berns for the position of Town Administrator.

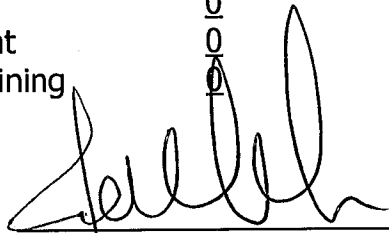
Section 4: The Town Council hereby authorizes the Mayor and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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 24th day of May, 2012 on a motion by Vice Mayor McKay and seconded by Council Member Breitkreuz.


Nelson	<u>YES</u>
Fisikelli	<u>YES</u>
Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
McKay	<u>YES</u>

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




Jeff Nelson, Mayor

ATTEST:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
ACTIVE: 3844196_1

AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
ANDREW BERNS

This AGREEMENT (the "Agreement") entered into this 24th day of May 2012, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the "Town"), and Andrew Berns, an individual ("Town Administrator").

WHEREAS, the Town's Charter provides for the Council-Administrator form of government; and

WHEREAS, the office of the Town Administrator has the responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, The Town desires to employ the services of Andrew Berns as Town Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, Andrew Berns desires to accept employment as Town Administrator of the Town of Southwest Ranches; and

WHEREAS, Town and Andrew Berns wish to formalize the terms of appointment as Town Administrator.

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

1) Employment.

Town hereby agrees to employ Andrew Berns as Town Administrator 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 Town Administrators in the state of Florida. The Town Administrator shall devote his 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 as an agenda

item. The Town Administrator shall perform his 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, and in conformity with the International City Manager Association's ("ICMA") Code of Ethics, as may be amended from time to time.

2) Term.

A) Town Administrator shall serve as Town Administrator commencing on June 4, 2012 (the "Effective Date") through June 30, 2017. At the end of the term the Town Council and the Town Administrator shall meet concerning an additional term, which shall require four (4) affirmative votes of the Town Council. If an additional term is not approved by either party, the parties may elect, via a majority vote of the Town Council and approval by Town Administrator, to allow Town Administrator to remain in office until his successor has been appointed by the Town Council, at Town Administrator's then current salary including the benefits contained herein.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Town Administrator 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 Town Administrator to resign at any time from his position, subject only to the provisions set forth in Section 5 of this Agreement.

3) Salary.

Town agrees to pay Town Administrator for his services rendered hereto based on an initial annual salary of One Hundred and Twenty Five Thousand Dollars (\$125,000.00), payable in accordance with the Town's employee regular payment schedule. Town may, at its own option, increase the base salary and/or benefits of the Town Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Town Administrator's Annual Performance Review, set forth in Section 16 of this Agreement, upon a super majority vote of the Town Council. In addition to reviewing the Town Administrator's performance, the Council may also consider adjustments to the Administrator's salary based on the cost of living index by a simple majority vote of the Town Council. In the event the Town Council chooses to reduce Administrator's salary below the starting salary level, and in the event Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 4(A) below.

4) Termination and Severance Pay.

A. In accordance with the Town's Charter, Town Administrator may be terminated at any time without cause. In the event Town Administrator is terminated from the Town's employment without cause and provided that the Town Administrator is willing and able to

perform his duties under this Agreement, then in that event, Town agrees that Town Administrator may be eligible to receive a Severance Benefit as follows:

1. If the Town Administrator is terminated within the first one hundred and twenty (120) days of employment, the Town Administrator shall receive no Severance Benefit.

2. If the Town Administrator is terminated between the one hundred and twenty first (121st) day and seven hundred and thirtieth (730th) day of employment Town Administrator shall receive a Severance Benefit equal to two (2) weeks of the Town Administrator's then current salary, and Town Administrator shall be paid for any accrued paid time off days based on Administrator's then current salary to be calculated as a per diem basis, to be paid within ten (10) business days of termination.

3. If the Town Administrator is terminated on or after the seven hundred and thirty first (731st) day of employment Town Administrator shall receive a Severance Benefit equal to four (4) weeks of the Town Administrator's then current salary, and Town Administrator shall be paid for any accrued paid time off days based on Administrator's then current salary to be calculated as a per diem basis, to be paid within ten (10) business days of termination.

B. In the event Town Administrator is terminated from the Town's employment with cause Town Administrator shall not be entitled to any Severance Benefit. For purposes of this Agreement, a for cause termination shall include:

1. Having been convicted of a felony;

2. Misconduct;

3. Gross insubordination;

4. Willful neglect of duty;

5. Adjudicated violation of the Florida Code of Ethics for Public Officers and employees, or the Town Charter;

6. Willful breach of a term of this Agreement;

7. Town Administrator has been found to have violated the Town's Procurement Code, Employment Manual, and/or the Town's Charter; and

8. Town Administrator has been found to have violated Sections 2.02 and 3.08(c) if the Town's Charter, which requires Town Administrator to obtain the Mayor and Town Attorney's signature on any purchase order or agreement with a cumulative amount within a fiscal year in excess of Twenty Five Thousand Dollars (\$25,000.00).

5) Resignation.

Unless both parties agree in writing to the contrary, with the exception of resignation for sudden illness of Administrator or his immediate family, Administrator shall provide the Town with a minimum of ninety (90) days written notice of resignation. Upon receipt of any such resignation, the Town may immediately terminate Administrator's services and shall not be required to pay any Severance Benefit or any accrued paid time off. In the event of resignation, with the exception of final payment of Administrator's salary, Administrator shall immediately forgo any additional benefit stated herein. In the event Administrator fails to give the Town the required notice delineated above, Administrator agrees that the Town will be damaged, and such damages may be computed by a court of competent jurisdiction.

6) Disability.

If the Town Administrator is unable to perform his duties for a period of four (4) successive weeks beyond any unused leave, or for thirty (30) working days over a one hundred and twenty (120) working day period excluding any unused leave, Town at its sole option may terminate this Agreement with cause.

7) Professional Development.

A. Subject to the availability of funds, the Town agrees to pay the registration and travel expenses of the Administrator for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Administrator, and to adequately pursue necessary official and other functions of the Town. The Town agrees to pay for registration and travel expenses for Administrator's attendance at appropriate annual meetings, including but not limited to, the Florida League of Cities, the annual ICMA conference, the annual Florida City Managers Conference ("FCCMA"), the Broward County City Manager's Conference(s), and Broward Days. All such professional development expenses shall be subject to prior Council approval in the Town's budget.

B. The Town agrees to provide in the annual budget and to pay for appropriate annual dues for professional association memberships directly related to the administration of the Town including the ICMA, FCCMA and Broward County City Manager's Conference.

8) Annual Paid Time Off.

Prior to accepting a position with the Town, Town Administrator scheduled a vacation on Sept. 4, 2012 to Sept. 11, 2012. This vacation shall not be counted against Town Administrator's annual paid time off days delineated herein. No more than ten (10) paid annual paid time off days shall be taken prior to December 31, 2012. Thereafter, Town Administrator may take twenty (20) annual paid time off days per calendar year. Annual paid time off shall be calculated and awarded commencing on January 1 each year and terminating on December 31. The Town shall compensate Town Administrator for all accrued annual paid time off days not utilized at the end of the calendar year by January 30th of the following calendar year based upon the per diem rate of the Town Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of five (5) annual paid time off days may be carried over by the Town Administrator to the next calendar year. Annual paid time off shall include sick, personal, and vacation days. Any days missed in excess of the annual paid time off days specified herein may be taken without compensation, subject to the approval of the Town

Council. Town Administrator agrees to give the Town reasonable notice prior to any planned vacations.

9) General Expenses.

A. Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Town Administrator, and hereby agrees to reimburse the Town Administrator for said general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved in writing by the Town's Mayor or depending on the amount the Town Council, in accordance with the procedures set forth in the Town's Procurement Code and the Town's budgetary requirements, prior to the expense being incurred. Any expense incurred that has failed to comply with the requirements set forth herein shall be at the Town Administrator's sole cost and expense. In the event that an expense is approved by the Town's Mayor, copies of all reimbursable expense vouchers shall be provided to the Town Council within five (5) business days of the Mayor's approval.

B. Town Administrator will be utilizing his personal automobile in the course of his performance. Town Administrator, subject to the Mayor's prior written approval, may seek reimbursement for tolls and parking costs associated with official Town business, but Town Administrator shall not be provided any mileage reimbursement, or any other automotive reimbursements not specified herein. Any tolls incurred as a result of Administrator's drive to or from the Town from or to his personal place of residence shall not be subject to reimbursement. Copies of all reimbursable expenses approved by the Mayor shall be provided to the Town Council within five (5) business days of the Mayor's approval.

10) Telecommunications/Technical Equipment and Staff.

Town Administrator's personal telecommunication device(s) shall be paid for and maintained solely by Town Administrator. Town Administrator's office computer, software, IT support, appropriate office supplies, material, and equipment with which to conduct the business of the Town shall be paid for by the Town and approved by the Mayor or depending on the amount the Town Council in accordance with the Town's Procurement Code and the Town's budgetary requirements, prior to the cost being incurred.

11) Survivors' Benefits.

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

12) Benefit Participation.

The Town Administrator shall be entitled to participate in any of the programs provided to other employees of the Town, at the option of the Town Administrator, and shall be given the same financial benefits offered to other non-Charter Town employees.

13) Indemnification.

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

14) Surety Bond/Insurance.

In furtherance of Section 3.05 of the Town's Charter, the Town Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Council. The premium of the bond shall be paid by the Town.

15) Monthly Reports.

Commencing July 1, 2012 and continuing monthly thereafter, by the last day of each month the Town Administrator shall provide the Council, the Town Financial Administrator, the Town Clerk, and the Town Attorney with a monthly report in a format approved by the Town Council. Said monthly report shall provide, but shall not be limited to a budget summary (as provided by the Financial Administrator), capital projects summary, personnel issues, and other matters that the Town Administrator deems necessary and proper in any given month.

16) Annual Performance Review.

A. By December 31st of each year, Town Administrator shall place on an agenda the Town Administrator's performance review. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below. After conducting its formal review, if a majority of the Council believes that the Administrator has met or has exceeded its expectations, the Council may, in its sole discretion, offer the Administrator an annual salary increase, bonus, or other benefit.

B. By February 28th of each calendar year, Town Administrator shall place on an agenda an item in which the Council and the Town Administrator shall define generally attainable goals and performance objectives that they determine necessary for the proper

operation of the Town of Southwest Ranches and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced by the Town Administrator to writing within sixty (60) days.

C. Failure to schedule either Section A or B on the agenda, within the timeframes specified herein, shall be deemed grounds for immediate termination with cause.

17) Hours of Operation.

The Town Administrator shall work, at a minimum, all times that the Town is open for business, during such hours as are set forth, from time to time, by the Town Council. The Town Administrator is expected to be readily available during all business hours and, if necessary, at all Board or Committee Meetings. The Town Administrator shall attend, unless utilizing a paid time off day, all Town Council Meetings, Legal Proceedings, and Workshops.

18) 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.

19) Ownership Rights.

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

20) Nondiscrimination & Public Entity Crime Act.

A. Town Administrator shall not unlawfully discriminate against any person in his operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Town Administrator 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, Town Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Town Administrator'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. Town Administrator 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, Town Administrator 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 Town Administrator has been placed on the convicted vendor list. Town 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.

21) 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.

22) 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.

23) Further Assurances.

Town and Town Administrator 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.

24) 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.

25) 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.

26) 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.

27) Professional Assurances.

Town Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Town 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. Town Administrator 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.

28) 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:

Town of Southwest Ranches
Attn: Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to:

Town Attorney
Attn: Keith Poliakoff, Esq.

3111 Stirling Rd.
Ft. Lauderdale, FL 33312

For Town Administrator:

Andrew Berns
4846 NW 67th Avenue
Lauderhill, FL 33319

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

29) 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

30) 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.

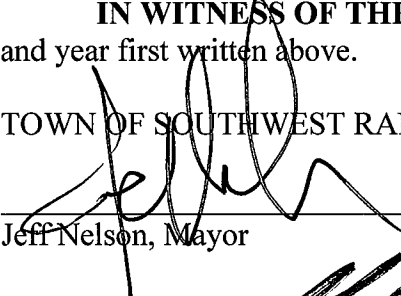
BY ENTERING INTO THIS AGREEMENT, TOWN ADMINISTRATOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

31) Enforcement; Attorney's Fees.

rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

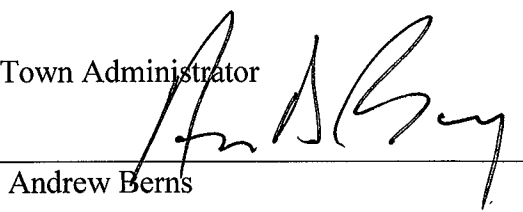
IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

TOWN OF SOUTHWEST RANCHES

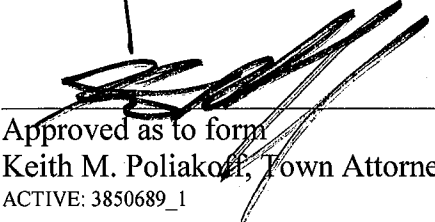


Jeff Nelson, Mayor

Town Administrator



Andrew Berns



Approved as to form
Keith M. Poliakoff, Town Attorney
ACTIVE: 3850689_1

The Town and Town Administrator 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 Town Administrator 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.

32) Compliance with Laws.

Town Administrator shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing his duties, responsibilities, and obligations pursuant to this Agreement.

33) Miscellaneous.

A. Materiality and Waiver of Breach: Town Administrator 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. Town Administrator warrants and represents that he has not employed or retained any company or person, to solicit or secure this Agreement and that he 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. Town Administrator warrants and represents that aside from the employment referenced in Section 1 above, by June 4, 2012, Town Administrator's sole employer shall be the Town of Southwest Ranches. Town Administrator further warrants and represents that he 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. Town Administrator 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 Town Administrator shall act as the execution of a truth-in-negotiation certificate stating that wage

EXHIBIT "A"

Specified Services

Administration

- Attend all regular and special Town meetings
- Attend all meetings requested by Council
- Attend other meetings for the betterment of Town
- Attend meetings to obtain information beneficial for Town
- Provide analysis of recommended policies and actions
- Provide administrative policies and procedures
- Manage Town services efficiently and effectively
- Manage and administer all contracts approved by the Town
- Manage and acquire grants
- Manage all Town policies, ordinances and resolutions

Work in Conjunction with Town Attorney Concerning the Following:

- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Obtain Town Attorney's signature on all contracts
- Copy Town Attorney on all correspondences with any governmental entity or on correspondences pertaining to legal issues
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in Conjunction with the Town's Financial Administrator to Prepare the Following:

- 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

Purchasing

- Provide all purchasing and acquisition activities
- Provide negotiated agreements for services
- Provide procurement policies and procedures
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids
- Manage and assist in evaluation and selection of vendors

Communication

- Maintain high level of communication and input to Council
- Maintain open and accessible relationship with residents
- Maintain, update and upgrade website, newsletter and other communications
- Manage progressive computer system
- Create excellent local and state relationships

ACTIVE: 3850689_1

AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
ANDREW BERNES

This AGREEMENT (the "Agreement") entered into this 24th day of May 2012, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the "Town"), and Andrew Bernes, an individual ("Town Administrator").

WHEREAS, the Town's Charter provides for the Council-Administrator form of government; and

WHEREAS, the office of the Town Administrator has the responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, The Town desires to employ the services of Andrew Bernes as Town Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, Andrew Bernes desires to accept employment as Town Administrator of the Town of Southwest Ranches; and

WHEREAS, Town and Andrew Bernes wish to formalize the terms of appointment as Town Administrator.

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

1) Employment.

Town hereby agrees to employ Andrew Bernes as Town Administrator 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 Town Administrators in the state of Florida. The Town Administrator shall devote his 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 as an agenda

item. The Town Administrator shall perform his 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, and in conformity with the International City Manager Association's ("ICMA") Code of Ethics, as may be amended from time to time.

2) Term.

A) Town Administrator shall serve as Town Administrator commencing on June 4, 2012 (the "Effective Date") through June 30, 2017. At the end of the term the Town Council and the Town Administrator shall meet concerning an additional term, which shall require four (4) affirmative votes of the Town Council. If an additional term is not approved by either party, the parties may elect, via a majority vote of the Town Council and approval by Town Administrator, to allow Town Administrator to remain in office until his successor has been appointed by the Town Council, at Town Administrator's then current salary including the benefits contained herein.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Town Administrator 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 Town Administrator to resign at any time from his position, subject only to the provisions set forth in Section 5 of this Agreement.

3) Salary.

Town agrees to pay Town Administrator for his services rendered hereto based on an initial annual salary of One Hundred and Twenty Five Thousand Dollars (\$125,000.00), payable in accordance with the Town's employee regular payment schedule. Town may, at its own option, increase the base salary and/or benefits of the Town Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Town Administrator's Annual Performance Review, set forth in Section 16 of this Agreement, upon a super majority vote of the Town Council. In addition to reviewing the Town Administrator's performance, the Council may also consider adjustments to the Administrator's salary based on the cost of living index by a simple majority vote of the Town Council. In the event the Town Council chooses to reduce Administrator's salary below the starting salary level, and in the event Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 4(A) below.

4) Termination and Severance Pay.

A. In accordance with the Town's Charter, Town Administrator may be terminated at any time without cause. In the event Town Administrator is terminated from the Town's employment without cause and provided that the Town Administrator is willing and able to

perform his duties under this Agreement, then in that event, Town agrees that Town Administrator may be eligible to receive a Severance Benefit as follows:

1. If the Town Administrator is terminated within the first one hundred and twenty (120) days of employment, the Town Administrator shall receive no Severance Benefit.

2. If the Town Administrator is terminated between the one hundred and twenty first (121st) day and seven hundred and thirtieth (730th) day of employment Town Administrator shall receive a Severance Benefit equal to two (2) weeks of the Town Administrator's then current salary, and Town Administrator shall be paid for any accrued paid time off days based on Administrator's then current salary to be calculated as a per diem basis, to be paid within ten (10) business days of termination.

3. If the Town Administrator is terminated on or after the seven hundred and thirty first (731st) day of employment Town Administrator shall receive a Severance Benefit equal to four (4) weeks of the Town Administrator's then current salary, and Town Administrator shall be paid for any accrued paid time off days based on Administrator's then current salary to be calculated as a per diem basis, to be paid within ten (10) business days of termination.

B. In the event Town Administrator is terminated from the Town's employment with cause Town Administrator shall not be entitled to any Severance Benefit. For purposes of this Agreement, a for cause termination shall include:

1. Having been convicted of a felony;

2. Misconduct;

3. Gross insubordination;

4. Willful neglect of duty;

5. Adjudicated violation of the Florida Code of Ethics for Public Officers and employees, or the Town Charter;

6. Willful breach of a term of this Agreement;

7. Town Administrator has been found to have violated the Town's Procurement Code, Employment Manual, and/or the Town's Charter; and

8. Town Administrator has been found to have violated Sections 2.02 and 3.08(c) if the Town's Charter, which requires Town Administrator to obtain the Mayor and Town Attorney's signature on any purchase order or agreement with a cumulative amount within a fiscal year in excess of Twenty Five Thousand Dollars (\$25,000.00).

5) Resignation.

Unless both parties agree in writing to the contrary, with the exception of resignation for sudden illness of Administrator or his immediate family, Administrator shall provide the Town with a minimum of ninety (90) days written notice of resignation. Upon receipt of any such resignation, the Town may immediately terminate Administrator's services and shall not be required to pay any Severance Benefit or any accrued paid time off. In the event of resignation, with the exception of final payment of Administrator's salary, Administrator shall immediately forgo any additional benefit stated herein. In the event Administrator fails to give the Town the required notice delineated above, Administrator agrees that the Town will be damaged, and such damages may be computed by a court of competent jurisdiction.

6) Disability.

If the Town Administrator is unable to perform his duties for a period of four (4) successive weeks beyond any unused leave, or for thirty (30) working days over a one hundred and twenty (120) working day period excluding any unused leave, Town at its sole option may terminate this Agreement with cause.

7) Professional Development.

A. Subject to the availability of funds, the Town agrees to pay the registration and travel expenses of the Administrator for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Administrator, and to adequately pursue necessary official and other functions of the Town. The Town agrees to pay for registration and travel expenses for Administrator's attendance at appropriate annual meetings, including but not limited to, the Florida League of Cities, the annual ICMA conference, the annual Florida City Managers Conference ("FCCMA"), the Broward County City Manager's Conference(s), and Broward Days. All such professional development expenses shall be subject to prior Council approval in the Town's budget.

B. The Town agrees to provide in the annual budget and to pay for appropriate annual dues for professional association memberships directly related to the administration of the Town including the ICMA, FCCMA and Broward County City Manager's Conference.

8) Annual Paid Time Off.

Prior to accepting a position with the Town, Town Administrator scheduled a vacation on Sept. 4, 2012 to Sept. 11, 2012. This vacation shall not be counted against Town Administrator's annual paid time off days delineated herein. No more than ten (10) paid annual paid time off days shall be taken prior to December 31, 2012. Thereafter, Town Administrator may take twenty (20) annual paid time off days per calendar year. Annual paid time off shall be calculated and awarded commencing on January 1 each year and terminating on December 31. The Town shall compensate Town Administrator for all accrued annual paid time off days not utilized at the end of the calendar year by January 30th of the following calendar year based upon the per diem rate of the Town Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of five (5) annual paid time off days may be carried over by the Town Administrator to the next calendar year. Annual paid time off shall include sick, personal, and vacation days. Any days missed in excess of the annual paid time off days specified herein may be taken without compensation, subject to the approval of the Town

Council. Town Administrator agrees to give the Town reasonable notice prior to any planned vacations.

9) General Expenses.

A. Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Town Administrator, and hereby agrees to reimburse the Town Administrator for said general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved in writing by the Town's Mayor or depending on the amount the Town Council, in accordance with the procedures set forth in the Town's Procurement Code and the Town's budgetary requirements, prior to the expense being incurred. Any expense incurred that has failed to comply with the requirements set forth herein shall be at the Town Administrator's sole cost and expense. In the event that an expense is approved by the Town's Mayor, copies of all reimbursable expense vouchers shall be provided to the Town Council within five (5) business days of the Mayor's approval.

B. Town Administrator will be utilizing his personal automobile in the course of his performance. Town Administrator, subject to the Mayor's prior written approval, may seek reimbursement for tolls and parking costs associated with official Town business, but Town Administrator shall not be provided any mileage reimbursement, or any other automotive reimbursements not specified herein. Any tolls incurred as a result of Administrator's drive to or from the Town from or to his personal place of residence shall not be subject to reimbursement. Copies of all reimbursable expenses approved by the Mayor shall be provided to the Town Council within five (5) business days of the Mayor's approval.

10) Telecommunications/Technical Equipment and Staff.

Town Administrator's personal telecommunication device(s) shall be paid for and maintained solely by Town Administrator. Town Administrator's office computer, software, IT support, appropriate office supplies, material, and equipment with which to conduct the business of the Town shall be paid for by the Town and approved by the Mayor or depending on the amount the Town Council in accordance with the Town's Procurement Code and the Town's budgetary requirements, prior to the cost being incurred.

11) Survivors' Benefits.

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

12) Benefit Participation.

The Town Administrator shall be entitled to participate in any of the programs provided to other employees of the Town, at the option of the Town Administrator, and shall be given the same financial benefits offered to other non-Charter Town employees.

13) Indemnification.

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

14) Surety Bond/Insurance.

In furtherance of Section 3.05 of the Town's Charter, the Town Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Council. The premium of the bond shall be paid by the Town.

15) Monthly Reports.

Commencing July 1, 2012 and continuing monthly thereafter, by the last day of each month the Town Administrator shall provide the Council, the Town Financial Administrator, the Town Clerk, and the Town Attorney with a monthly report in a format approved by the Town Council. Said monthly report shall provide, but shall not be limited to a budget summary (as provided by the Financial Administrator), capital projects summary, personnel issues, and other matters that the Town Administrator deems necessary and proper in any given month.

16) Annual Performance Review.

A. By December 31st of each year, Town Administrator shall place on an agenda the Town Administrator's performance review. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below. After conducting its formal review, if a majority of the Council believes that the Administrator has met or has exceeded its expectations, the Council may, in its sole discretion, offer the Administrator an annual salary increase, bonus, or other benefit.

B. By February 28th of each calendar year, Town Administrator shall place on an agenda an item in which the Council and the Town Administrator shall define generally attainable goals and performance objectives that they determine necessary for the proper

operation of the Town of Southwest Ranches and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced by the Town Administrator to writing within sixty (60) days.

C. Failure to schedule either Section A or B on the agenda, within the timeframes specified herein, shall be deemed grounds for immediate termination with cause.

17) Hours of Operation.

The Town Administrator shall work, at a minimum, all times that the Town is open for business, during such hours as are set forth, from time to time, by the Town Council. The Town Administrator is expected to be readily available during all business hours and, if necessary, at all Board or Committee Meetings. The Town Administrator shall attend, unless utilizing a paid time off day, all Town Council Meetings, Legal Proceedings, and Workshops.

18) 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.

19) Ownership Rights.

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

20) Nondiscrimination & Public Entity Crime Act.

A. Town Administrator shall not unlawfully discriminate against any person in his operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Town Administrator 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, Town Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Town Administrator'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. Town Administrator 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, Town Administrator 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 Town Administrator has been placed on the convicted vendor list. Town 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.

21) 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.

22) 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.

23) Further Assurances.

Town and Town Administrator 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.

24) 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.

25) 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.

26) 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.

27) Professional Assurances.

Town Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Town 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. Town Administrator 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.

28) 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:

Town of Southwest Ranches
Attn: Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to:

Town Attorney
Attn: Keith Poliakoff, Esq.

3111 Stirling Rd.
Ft. Lauderdale, FL 33312

For Town Administrator:

Andrew Berns
4846 NW 67th Avenue
Lauderhill, FL 33319

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

29) 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

30) 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, TOWN ADMINISTRATOR 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.

31) Enforcement; Attorney's Fees.

The Town and Town Administrator 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 Town Administrator 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.

32) Compliance with Laws.

Town Administrator shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing his duties, responsibilities, and obligations pursuant to this Agreement.

33) Miscellaneous.

A. Materiality and Waiver of Breach: Town Administrator 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. Town Administrator warrants and represents that he has not employed or retained any company or person, to solicit or secure this Agreement and that he 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. Town Administrator warrants and represents that aside from the employment referenced in Section 1 above, by June 4, 2012, Town Administrator's sole employer shall be the Town of Southwest Ranches. Town Administrator further warrants and represents that he 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. Town Administrator shall endeavor to maintain a drug-free workplace and shall institute a drug-free workplace policy.

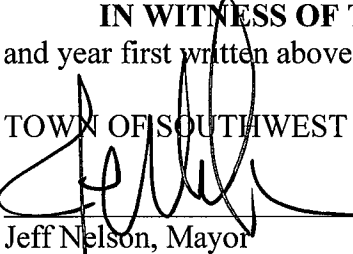
E. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

F. Truth-in-Negotiation Certificate. Signature of this Agreement by Town Administrator 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

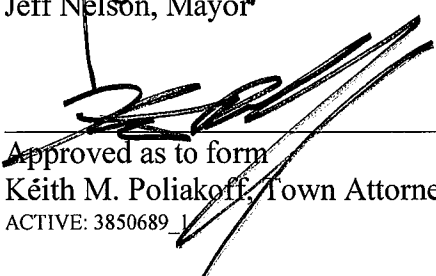


Jeff Nelson, Mayor

Town Administrator



Andrew Berns



Approved as to form

Keith M. Poliakoff, Town Attorney

ACTIVE: 3850689_1

EXHIBIT "A"

Specified Services

Administration

- Attend all regular and special Town meetings
- Attend all meetings requested by Council
- Attend other meetings for the betterment of Town
- Attend meetings to obtain information beneficial for Town
- Provide analysis of recommended policies and actions
- Provide administrative policies and procedures
- Manage Town services efficiently and effectively
- Manage and administer all contracts approved by the Town
- Manage and acquire grants
- Manage all Town policies, ordinances and resolutions

Work in Conjunction with Town Attorney Concerning the Following:

- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Obtain Town Attorney's signature on all contracts
- Copy Town Attorney on all correspondences with any governmental entity or on correspondences pertaining to legal issues
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in Conjunction with the Town's Financial Administrator to Prepare the Following:

- 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

Purchasing

- Provide all purchasing and acquisition activities
- Provide negotiated agreements for services
- Provide procurement policies and procedures
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids
- Manage and assist in evaluation and selection of vendors

Communication

- Maintain high level of communication and input to Council
- Maintain open and accessible relationship with residents
- Maintain, update and upgrade website, newsletter and other communications
- Manage progressive computer system
- Create excellent local and state relationships

ACTIVE: 3850689_1