

RESOLUTION NO. 2014 - 022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NO. 2012-048; APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND MARTIN SHERWOOD, CPA, CGFO, FOR THE POSITION OF TOWN FINANCIAL ADMINISTRATOR; AMENDING THE AGREEMENT TO INCREASE MR. SHERWOOD'S SALARY TO \$108,000 ANUALLY COMMENCING JANUARY 1, 2014; AMENDING THE AGREEMENT TO ENABLE THE CARRYOVER OF UP TO TEN (10) PAID TIME OFF DAYS TO THE NEXT CALENDAR YEAR WITH TOWN COUNCIL APPROVAL; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 26, 2012, pursuant to Resolution No. 2012-048, the Town Council approved an Agreement with Martin Sherwood, CPA, CGFO, for the position of Town Financial Administrator; and

WHEREAS, the Town Council desires to amend the Agreement by increasing Martin Sherwood, CPA, CGFO's salary to \$108,000 annually commencing January 1, 2014, and by enabling the carryover of up to ten (10) paid time off days to the next calendar year with Town Council approval; and

WHEREAS, Martin Sherwood, CPA, CGFO, is desirous of same.

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 amends Resolution No. 2012-048 and approves the First Modification to the Agreement between the Town of Southwest Ranches and Martin Sherwood, CPA, CGFO, for the position of Town Financial Administrator, in substantially the same form as that attached hereto as Exhibit "A".

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First Amendment 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 13th day of January, 2014, on a motion by Council Member Breitkeuz and seconded by Vice Mayor Jablonski.

Nelson	<u>YES</u>
Jablonski	<u>YES</u>
McKay	<u>YES</u>
Fisikelli	<u>NO</u>
Breitkreuz	<u>YES</u>

Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>


Jeff Nelson, Mayor

ATTEST:


Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, Town Attorney
11426562.1

FIRST AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AND
MARTIN D. SHERWOOD, CPA, CGFO, FOR THE POSITION OF
TOWN FINANCIAL ADMINISTRATOR

THIS FIRST AMENDMENT is made and entered into this 13th day of January, 2014 by and between the Town of Southwest Ranches, a Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Martin D. Sherwood, CPA, CGFO, an individual, (hereinafter referred to as "Financial Administrator"), for the position of Town Financial Administrator.

WITNESSETH:

WHEREAS, on May 26, 2012, pursuant to Resolution No. 2012-048, the Town Council approved an Agreement with Martin D. Sherwood, CPA, CGFO, for the position of Town Financial Administrator; and

WHEREAS, the Town Council desires to amend the Agreement by increasing Financial Administrator's salary to \$108,000 annually commencing January 1, 2014, and by enabling the carryover of up to ten (10) paid time off days to the next calendar year with Town Council approval; and

WHEREAS, Financial Administrator, is desirous of same.

WHEREAS, the Agreement and First Amendment are hereinafter collectively referred to as the "Agreement";

NOW, THEREFORE, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. Section 3 "Salary", shall be amended as follows:

Town agrees to pay Financial Administrator for his services rendered hereto based on an initial annual salary of ~~Ninety Five Thousand Dollars (\$95,000.00)~~ One Hundred and Eight Thousand Dollars (\$108,000.00), 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 Financial Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Financial 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 Financial 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 of Ninety Five Thousand Dollars (\$95,000.00), 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.

3. Section 8 "Annual Paid Time Off", shall be amended as follows:

~~Prior to accepting a position with the Town, Financial Administrator scheduled a vacation on May 23-25, 2012. This vacation shall not be counted against Financial 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, Financial 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 Financial 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 Financial Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of five (5) ten (10) annual paid time off days may be carried over by the Financial 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. Financial Administrator agrees to give the Town reasonable notice prior to any planned vacations.~~

4. All other Sections remained unchanged shall remain in full force and effect.

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, AND MARTIN D. SHERWOOD, CPA, CGFO, FOR THE
POSITION OF TOWN FINANCIAL ADMINISTRATOR

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated above.

TOWN OF SOUTHWEST RANCHES

By: _____

Jeff Nelson, Mayor

By: _____

Andrew D. Berns, Town Administrator

FINANCIAL ADMINISTRATOR

By: _____

Martin D. Sherwood, CPA, CGFO

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
11457619.1