

RESOLUTION 2001-2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING JOHN CANADA & ASSOCIATES, INC., AS THE TOWN ADMINISTRATOR; AUTHORIZING COMPENSATION; AUTHORIZING THE FORM OF AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town of Southwest Ranches is a newly incorporated municipality within Broward County; and

WHEREAS, it is necessary for the Town Council to retain a firm and/or individual to provide Town Administrator services to the Town on various matters; and

WHEREAS, on October 9, 2000, the Town Council advertised for Town Administrator services to be provided to the Town; and

WHEREAS, on October 23, 2000, the Town received proposals for the Town Administrator services to the Town Council; and

WHEREAS, the Town Council desires to appoint John Canada & Associates, Inc. to provide the necessary administrator services to the Town Council.

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 incorporated herein by reference.

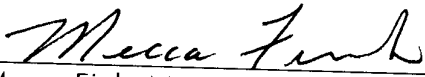
Section 2: The Town Council hereby appoints John Canada as Town Administrator.

Section 3: The agreement for services attached hereto and made a part hereof as Exhibit A is hereby approved and the Mayor and Town Attorney are authorized to execute said agreement.

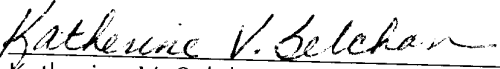
Section 4: This resolution shall become effective immediately upon its adoption.

ADOPTED by the Town Council of the Town of Southwest Ranches, Florida,
this 9th day of November, 2000.

ATTEST:

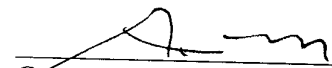


Mecca Fink, Mayor



Katherine V. Selchan
Interim Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

AGREEMENT

BETWEEN

THE TOWN OF SOUTHWEST RANCHES

AND

JOHN CANADA & ASSOCIATES, INC.

This AGREEMENT (the "Agreement") entered into this 13 day of December 2000, between the TOWN OF SOUTHWEST RANCHES, FLORIDA, (the "Town"), and JOHN CANADA & ASSOCIATES, Inc. ("Canada").

BACKGROUND

Section 3.01 of the Charter of the Town of Southwest Ranches (the "Charter") provides for the creation of the position of Town Administrator and provides for the appointment of the Town Administrator by the Town Council (the "Council"). The Town wants to retain the services of John Canada & Associates, to perform the duties of Town Administrator and to provide other services as outlined in Exhibit "A" ("Specified Services"). John Canada & Associates, Inc., and John Canada, as principal, want to provide Specified Services for the Town.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Town and the Canada agree as follows:

1) Appointment

The Town hereby retains Canada as Town Administrator to perform the duties customarily performed by Town Administrators in the State of Florida, and as specified by the Town's Charter and as directed, from time to time, by the Town Council. The nature of services that will be provided hereunder is set forth in Exhibit "A" attached hereto. Said list is not intended in any way to limit the scope of the Administrator's responsibilities as stated heretofore, and as set forth in the Charter, and to the extent that a required Charter or customary service is not specified on the list, the intent is that said service is deemed to be so included.

2) Designation of Primary Responsible Party

John Canada, from Canada, shall be designated as primary contact to the Town, acting as the Town Administrator. During John Canada's absence due to illness, vacation, or otherwise, he shall make necessary arrangements to insure that an experienced and competent person is available to respond to Town business and/or emergencies.

3) **Number of Dedicated Employees Assigned to Town:**

Canada Shall assign from its staff, as needed, a Town Clerk, and a receptionist during normal business hours. In addition, staff will be provided, as necessary, to carry out the specified services set forth in the attached Exhibit "A". Staff responsibilities for the website and newsletter can be utilized as receptionist and for other responsibilities, to the extent that it can be done without derogation of website and newsletter responsibilities.

To the extent required to insure the timely and efficient operation of the Town Canada shall provide at its sole expense, from time to time, such other personnel necessary to fulfill its obligations under this Agreement.

4) **Term**

This Agreement shall be effective as of January 8, 2001, and shall have an initial term of five years. After the initial term, this Agreement may be extended by mutual agreement of the parties.

5) **Compensation:**

5.1 The Town shall pay Canada for services under this Agreement as follows:

5.1.1 For the period of January 8, 2001 through September 30, 2001 - \$26,250.00 per month for a total of \$236,250 for the initial 9 months;

5.1.2 For the period of October 1, 2001 to September 30, 2002 - \$27,560.00 per month for a total of \$330,720.00.

5.1.3 For the period of October 1, 2002 to September 30, 2003 - \$28,872.00 per month for a total of \$346,464.00.

5.1.4 For the period of October 1, 2003 to September 30, 2004 - \$30,184.00 per month for a total of \$362,208.00.

5.1.5 For the period of October 1, 2004 to September 30, 2005 - \$31,496.00 per month for a total of \$377,952.

5.2 All compensation to be paid under this Agreement shall be paid monthly on the first of each month.

6) **Performance Bonus:**

The Town may, at its sole discretion, implement an incentive bonus arrangement, wherein, based upon measurable and definable goals, Canada can be eligible for an incentive bonus. Nothing herein shall be construed as requiring the Town to implement such a bonus plan.

7) **Annual Goal Setting Program**

Prior to March 1 of each fiscal year, Council shall set a special meeting to discuss and establish specific, "Council Goals." These Council Goals shall provide specific direction to Canada for the development of the annual budget and capital program. The Council shall approve the process and method for determining the Council Goals.

8) **Canada Expenses**

Canada shall supply its employees and consultants with necessary cellular phones and pagers, and shall pay for all staff travel and professional organization memberships ("Canada Expenses").

9) **Town Expenses**

The Town shall be responsible for all expenses other than Canada. Expenses including but not limited to those listed on Exhibit B.

10) **Termination by Canada**

Canada may terminate this Agreement upon 120 days written notice to the Town Mayor.

11) **Termination by Town Council**

The Town may terminate this Agreement at any time, with or without cause, upon a vote of four Council members, subject to the following:

i. Notice of Termination

Termination can become effective immediately or, at the discretion of the Town, can provide for the continuous performance by Canada of its functions as Town Administrator for up to 120 days or such time as mutually agreed upon by the parties.

11.1 Termination With Cause.

If termination is "with cause" the Town, shall have no obligation to pay termination payments provided for in paragraph 11.2. For purposes of this Agreement, "with cause" shall mean that John Canada, having been adjudicated

guilty in a court of competent jurisdiction of a felony involving moral turpitude. All other reasons for termination shall be deemed to be "without cause."

11.2 Termination Without Cause

If termination is "without cause," Canada shall be paid a termination payment equal to three (3) months compensation, at the then existing compensation rate.

If termination is effective immediately and is within three (3) months of the full term of this Agreement, termination payment shall be prorated at one third per month.

If termination is effective based upon mutually agreed upon time frame per paragraph 11.1 and is within three (3) months of the full term of this Agreement, termination payment shall be prorated at one third per month.

11.3 Payment due under paragraph 11.2 shall be made within 30 days of termination.

12) Additional Services

12.1 Canada shall provide to the Town such additional services as may from time to time be needed at the discretion of the Town ("Additional Services").

12.2 The fees for Additional Services shall be payable as determined by mutual agreement of the parties.

13) Indemnification:

To the extent permitted by law, Town shall defend, save harmless and indemnify Canada against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in this Agreement. The Town will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town, or its insurance carrier, will provide legal representation for Canada, acceptable to Canada, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of Canada's affiliation with the Town. This indemnification provision shall survive the termination of this Agreement. Notwithstanding the aforesaid, Town shall not be obligated to indemnify or save harmless Canada from claims of any nature arising out of the malfeasance of Canada, his agents or employees, or from injury or property damage caused by the intentional misconduct of Canada, its agents or employees. Canada shall indemnify and save harmless the Town from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment Act, Americans with Disabilities Act, Federal Wage and Hours Laws, and the State and Federal Fair Housing Acts. The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance. The parties hereto acknowledge the mutual exchange of receipts and

adequacy of specific consideration in the amount of One Hundred (\$100.00) Dollars for the indemnification provided herein. The provisions of this paragraph shall survive the expiration of earlier termination of this Agreement.

14) Insurance:

Canada, at its expense, shall, at all times during the term of this Agreement keep in full force and effect, with an insurance company licensed to do business in Florida, a comprehensive general liability and property damage insurance policy with a single limit of not less than \$1,000,000. Canada shall maintain worker's compensation insurance on its employees with limits not less than the minimum required by law. In addition, Canada shall require that all vendors performing the work or services for Town furnish evidence that they maintain workers' compensation insurance on their employees in similar amounts. Canada shall maintain automobile liability insurance, including owned, hired, and non-owned vehicles, with limits of at least \$100,000/\$300,000 for each occurrence. In addition, Canada shall, as required by Section 3.05 of the Town Charter, furnish a surety bond 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) Hours of Work:

Canada shall insure that the Town is open for business during such hours as are set forth, from time to time, by the Town Council. In addition Canada shall insure that necessary administrative personnel from Canada are available for special Town events and Town Council meetings and workshops and to address Town emergencies at no additional cost to the Town. Nothing herein shall be construed to obligate Canada to bear the cost of additional non-administrative personnel who might be required for special Town events, such as sanitation, police, fire, etc.

16) Holidays:

The Town hall shall be closed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas, and such other days as shall be established from time to time by the Town Council.

17) Independent Contractor:

Canada shall be deemed to be an independent contractor and not an employee of the Town. To that extent, Canada shall be solely responsible, as necessary, for costs and expenses, other than those expressly specified within this Agreement, related to the hiring and firing of its employees, including but not limited to all withholding taxes, benefits, insurance, workers compensation, salaries and wages.

18) Joint Drafting

The rule that an agreement shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19) Attorney's Fees

In the event that either party shall have to enforce the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees and costs from the other party, including fees and costs arising from appeals and any post-judgment proceedings.

20) Governing Law

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

21) Severability

If any provision of his Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

22) Non-Collusive Affidavit and Sworn Statement

Canada 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

23) Notice

Notices to the parties as provided for herein shall be sufficient if sent by hand delivery, federal express or certified mail, return receipt requested, addressed as follows:

If to the Town: Mayor, Town of Southwest Ranches
5620 S.W. 164th Terrace
Fort Lauderdale, FL 33331

With a Copy to
the Town Attorney Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

If to Canada: John Canada
5621 S.W. 196th Lane
Fort Lauderdale, FL 33332

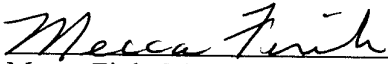
Or such other address as the parties may designate to each other in writing from time-to-time.

24) **Extent of Agreement**

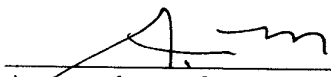
This Agreement represents the entire Agreement between the Town and the Canada and cannot be varied except by written agreement of both parties.

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

TOWN OF SOUTHWEST RANCHES

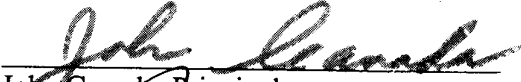


Mecca Fink, Mayor

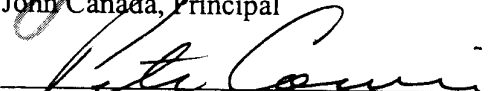


Approved as to form
Gary Poliakoff, Town Attorney


JOHN CANADA & ASSOCIATES, INC.



John Canada, Principal



Witness



Witness

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

Finance

- 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

Records/Clerk Services

- Prepare and distribute timely agenda material
- Provide and maintain record system for all documents
- Provide minutes of all meetings
- Provide for all appropriate public notices
- Provide for recording/taping of meetings
- Provide record storage and record management
- Provide access to records
- Provide staff to perform functions of Town Clerk
- Cause to be kept a complete set of maps and plats showing the location of all city utilities, and other municipal properties, all streets and other public places and all lots or parcels of land subdivided according to law.

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

EXHIBIT "B"

List Of Expenses To Be Borne By Town:

- Audit expenses
- Capital/Transportation Projects
- Computer hardware and software expenses
- Computer development and maintenance expenses
- Copying expenses
- Cost of Surety Bond
- Council compensation and expenses
- Council stationary and support expenses
- Council travel expenses
- Leasehold improvements
- Legal advertising expenses
- Legal expenses
- Insurance
- Loan/Bond expenses
- Meeting equipment and expenses
- Newsletter expenses
- Office space, equipment and furnishings
- Office supplies
- Operations contracts for Town services beyond specified services
- Phone Expenses and equipment
- Postage expense
- Printing expenses
- Procurement expenses
- Rental & lease of facilities expenses
- Storage expenses
- Studies/Plans
- Utility expenses
- Web site and internet expenses
- Other expenses not specifically listed as Canada Expenses