

RESOLUTION NO. 2022 – 044

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION OF EMIL C. LOPEZ AS THE TOWN FINANCIAL ADMINISTRATOR OF THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A CONTRACT WITH EMIL C. LOPEZ, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN FINANCIAL ADMINISTRATOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 6, 2022, the Town of Southwest Ranches notified the associated trade organizations, published an advertisement on the Town's website, and posted on national job boards for the position of Town Financial Administrator for the Town of Southwest Ranches; and

WHEREAS, the Town received twenty-nine responses to its advertisement; and

WHEREAS, the Selection Committee reviewed all of the responses and interviewed the qualified candidates; and

WHEREAS, as a result, the Selection Committee selected Emil C. Lopez, for the position of Town Financial Administrator, to fulfill the responsibilities of the office as specified by the Town Charter, and as directed by the Town Council; and

WHEREAS, in accordance with Section 3.11 of the Town's Charter, this Resolution seeks to approve the Selection Committee's selection of the Emil C. Lopez as the Town Financial Administrator and to approve his contract.

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.

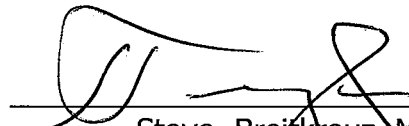
Section 2: The Town Council hereby approves the Selection Committee's selection of Emil C. Lopez, as the Town Financial Administrator of the Town of Southwest Ranches.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into a contract with Emil C. Lopez, in substantially the same form as that attached hereto and incorporated herein by reference as Exhibit "A", which establishes the scope, compensation and benefits for the Town Financial Administrator's services, and to make such modifications, additions, and/or deletions which they deem necessary and proper 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 14th day of April 2022, on a motion by v/m Jablonski and seconded by Ch Hartmann.

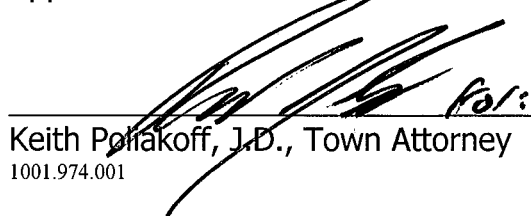
Breitkreuz	<u>Yes</u>	Ayes	<u>5</u>
Jablonski	<u>Yes</u>	Nays	<u>0</u>
Allbritton	<u>Yes</u>	Absent	<u>0</u>
Hartmann	<u>Yes</u>	Abstaining	<u>0</u>
Kuczynski	<u>Yes</u>		


Steve Breitkreuz, Mayor

ATTEST:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, J.D., Town Attorney
1001.974.001

AGREEMENT

BETWEEN

THE TOWN OF SOUTHWEST RANCHES

AND

EMIL C. LOPEZ

This AGREEMENT (the “Agreement”) entered into this 14th day of April 2022, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the “Town”), and Emil C. Lopez, an individual (“Financial Administrator”).

WHEREAS, Section 3.11 of the Town’s Charter provides for the appointment of a Financial Administrator; and

WHEREAS, pursuant to Section 3.11, the Financial Administrator shall work in concert with the Town Administrator, however, the Financial Administrator shall report directly to the Council, which alone shall have the authority to appoint and to remove the Financial Administrator; and

WHEREAS, The Town desires to employ the services of Emil C. Lopez as the Town Financial Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter and as delegated by the Town Council; and

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

WHEREAS, Town and Financial Administrator wish to formalize the terms of appointment as Town Financial 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 Emil C. Lopez as Town Financial 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 Financial Administrators in the state of Florida. The Town Financial Administrator shall devote his full time professional employment to the Town of Southwest Ranches as an exempt employee and will not accept any outside employment without the express knowledge and consent of the Town Council (the “Council”), which consent may be

unreasonably withheld. Financial Administrator has disclosed that he and a partner are owners of Caonabo Holdings, LLC, a Florida limited liability company (“Caonabo”). Caonabo provides tax filing services for approximately twenty (20) private clients. In addition to tax filing services, Caonabo invests its own money in various securities. Financial Administrator agrees that Caonabo shall not exceed twenty five (25) clients without the express written consent of the Town Administrator, which consent may be unreasonably withheld. In January of each year, and thereafter if changes occur, Financial Administrator shall provide the names of Caonabo’s clients to the Town Administrator. Financial Administrator agrees that none of these individuals shall be residents or have any affiliation with the Town. In addition, of Caonabo’s clients, no more than five (5) shall be corporations, companies, or professional associations, without the express written consent of the Town Administrator, which consent may be unreasonably withheld. Financial Administrator covenants and agrees that aside from the Town, he will not represent any other governmental entity or municipal corporations. Financial Administrator covenants and agrees that all outside work shall only occur after business hours, and shall be limited to no more than three (3) hours per week. In addition, Financial Administrator covenants and agrees that he shall not utilize Town equipment, materials, or municipal email when performing such outside services. The Financial 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.

2) Term.

A) Financial Administrator shall serve as Town Financial Administrator commencing on April 15, 2022 (the “Effective Date”) without definite term and shall continue until termination.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Financial 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 Financial 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 Financial Administrator for his services rendered hereto based on an initial annual salary of One Hundred and Thirty Thousand Dollars and No Cents (\$130,000.00) annually, 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 Financial 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 Financial Administrator’s salary below the starting salary level,

and in the event Financial Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 4(A) below.

In addition to the above annual salary, Town agrees to contribute an amount equal to twelve percent (12%) of Financial Administrator's annual salary to Financial Administrator's ICMA retirement account, payable in accordance with the Town's employee regular payment schedule.

4) Termination and Severance Pay.

A. In accordance with the Town's Charter, Financial Administrator may be terminated at any time with or without cause. In the event Financial Administrator is terminated from the Town's employment without cause and provided that the Financial Administrator is willing and able to perform his duties under this Agreement, then in that event, Town agrees to pay Financial Administrator a Severance Benefit as follows:

1. If the Financial Administrator is terminated within the first year of employment, subject to Section 3 below, two (2) weeks of the Financial Administrator's then current salary to be paid within ten (10) business days of termination.

2. If the Financial Administrator is terminated after the first year of employment, four (4) weeks of the Financial Administrator's then current salary to be paid within ten (10) business days of termination.

3. The first six (6) months of this Agreement shall be deemed to be a probationary period. Such period shall expire on October 15, 2022. If Financial Administrator is terminated within this probationary period, with or without cause, Financial Administrator shall not be entitled to any severance or additional compensation. Notwithstanding the aforementioned, as further delineated in Section 12 below, Financial Administrator shall be eligible for health, dental, and all other benefits offered by the Town on June 1, 2022, which is the first of the month following forty-five (45) days of employment.

B. In the event Financial Administrator is terminated from the Town's employment with cause, Financial 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.

5) Resignation.

Unless both parties agree in writing to the contrary, Financial Administrator shall provide the Town with at least ninety (90) days written notice in the event Financial Administrator voluntarily resigns from his position at the Town. In the event Financial Administrator voluntarily resigns from his position, Financial Administrator shall not be compensated for any accrued annual paid time off days. Upon receipt of any such resignation, the Town may immediately terminate Financial Administrator's services at no further cost to the Town, except that in the event of a Town termination for resignation, the Town shall pay the Financial Administrator for all accrued annual paid time off.

6) Disability.

If the Financial 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, subject to the severance pay provision.

7) Professional Development.

The Town agrees to consider in its annual budget the payment for appropriate annual dues for professional association memberships, subscriptions, licenses, and conferences directly related to the financial administration of the Town. Any professional conferences attended by the Financial Administrator, not specifically approved by the Town Council, shall be at the Financial Administrator's sole cost and expense, but shall not count against the Financial Administrator's annual paid time off, delineated in Section 8, below. If a professional conference is approved by the Town Council, Financial Administrator may seek reimbursement for food, travel, or lodging expenses in accordance with Internal Revenue Service (IRS) rules and regulations.

8) Annual Paid Time Off.

No more than sixteen (16) paid annual paid time off days shall be taken prior to December 31, 2022. Thereafter, Financial Administrator may take twenty five (25) 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) 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.

9) General Expenses.

Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Financial Administrator, and hereby agrees to reimburse the Financial Administrator for said reasonable and proper general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved by the Town Administrator, 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 Financial Administrator's sole cost and expense. If the Town Administrator believes an expense is not reasonable or proper, said expense request may be denied.

10) Telecommunications/Technical Equipment and Staff.

Financial Administrator's personal telecommunication device(s) shall be paid for and maintained solely by Financial Administrator. Financial 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 Town Administrator 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 Financial Administrator, his surviving spouse or dependents shall be entitled to payment of all of his accrued paid time off based on the Financial Administrator's then current salary.

12) Benefit Participation.

The Financial Administrator shall be entitled to participate in any of the programs provided to other employees of the Town, at the option of the Financial 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 Financial Administrator against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Financial 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 Financial Administrator from claims of any nature arising out of the malfeasance of Financial Administrator, or from injury or property damage caused by the intentional misconduct of Financial Administrator. This indemnification provision shall survive the termination of this Agreement.

14) Surety Bond/Insurance.

If desired by the Town Council, the Financial Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Town Administrator. The premium of the bond shall be paid by the Town.

15) Monthly Reports.

Commencing June 1, 2022 and continuing monthly thereafter, by the last day of each month the Financial Administrator shall provide the Council, the Town Administrator 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 and other matters that the Town Financial Administrator deems necessary and proper in any given month.

16) Annual Performance Review.

A. By December 31st of each year, or at an alternative time set by the Town Council, the Financial Administrator shall place on an agenda the Financial 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. At the annual performance review, the Financial Administrator shall provide the Town Council with a list of accomplishments and generally attainable goals and performance objectives for the following calendar year.

17) Hours of Operation.

The Financial 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 Financial Administrator is expected to be readily available during all business hours and at all Board or Committee Meetings, 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 by December of each year by the Town Council.

19) Ownership Rights.

Financial Administrator agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by Financial

Administrator pursuant to this Agreement shall be the property of the Town, and Financial Administrator hereby assigns all of that Documentation to the Town. Financial Administrator agrees that all Documentation shall be deemed to be a “work made for hire”.

20) Nondiscrimination & Public Entity Crime Act.

A. Financial 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. Financial 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, Financial Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

Financial Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Financial Administrators in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. Financial 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: Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to:

Town Attorney
Attn: Keith Poliakoff, Esq.
200 S. Andrews Avenue
Suite 601
Ft. Lauderdale, FL 33301

For Financial Administrator:

Emil C. Lopez
12718 SW 47th Street
Miramar, FL 33027

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; Mediation; Arbitration.

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.

a. Choice Of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this document shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

b. Arbitrable Claims. The parties agree to settle by final and binding arbitration any and all claims and controversies arising out of or relating to Attorney's employment by the Firm, including, but not limited to: (i) any claim involving conduct alleged to be in violation of local, state, or federal statutory or common law; (ii) any contract or tort theories; (iii) any claim arising out of or related to this Agreement, including and not limited to Section 4; and (iv) any claim arising out of or relating to the recruiting, hiring, employment with, and ending of Employee's employment with the Firm, including but not limited to any pre-existing disputes, acts or omissions, known or unknown (collectively "Arbitrable Claims"). All disputes concerning the validity, interpretation, and application of this Agreement, including all disputes whether a claim is subject to arbitration, shall be decided by the arbitrator. This Agreement does not apply to or cover the following claims: (i) claims for workers' compensation benefits, except any claim for retaliation in violation of a workers' compensation law is deemed an Arbitrable Claims; (ii) claims for unemployment compensation benefits; (iii) claims subject to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act; and (iv) claims based upon a pension or benefit plan that contain an arbitration or other dispute resolution procedure, in which case the provisions of such plan shall apply. Attorney is not waiving the right to file or institute a complaint or charge with any government agency authorized to investigate or resolve employment-related matters (e.g., a charge of discrimination), or any other comparable local, state, or federal agency. Nothing herein shall prohibit a party from obtaining temporary injunctive relief or other provisional judicial relief from the arbitrator or any court of competent jurisdiction if necessary to avoid a breach of the confidentiality provisions detailed in paragraph 3 above. If a party should obtain temporary injunctive relief from a court of competent jurisdiction to avoid a breach of the confidentiality provisions detailed in paragraph 3 above, the arbitrator may later vacate, modify, or make permanent such relief.

c. Arbitration Proceedings. All Arbitrable Claims shall be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and in accordance with the Employment Arbitration Rules of the American Arbitration Association (the "AAA"). A copy of the AAA's Employment Arbitration Rules may be accessed by clicking the following link: <https://www.adr.org/employment>. The parties agree that before proceeding to arbitration that they will mediate their disputes before a mutually selected mediator. If the parties are unable to mutually select a mediator, then the parties shall jointly request that the AAA appoint a mediator. Any

arbitration shall be conducted by an arbitrator mutually selected by the parties. If the parties are unable to mutually select an arbitrator, the parties shall jointly request that the AAA appoint an arbitrator. All such disputes, controversies or claims shall be conducted by a single arbitrator, unless the parties mutually agree that the arbitration shall be conducted by a panel of three arbitrators. The resolution of the dispute by the arbitrator(s) shall be final, binding, non-appealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitrator(s) may award damages to the prevailing party. The arbitration award shall be in writing and shall include a statement of the reasons for the award. Any arbitration shall take place in Broward County, Florida, in the English language. Except as otherwise provided in this Agreement, as agreed in writing by the parties, or as needed to confirm any arbitration award, the existence or potential existence of an arbitration, the content of the arbitration, the results of the arbitration, and all information disclosed during the arbitration process will be kept confidential to the maximum extent permitted by law.

31) Enforcement; Attorney's Fees.

The Town and Financial 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 dispute between the Town and Financial 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 legal proceeding, including attorney's fees and costs incurred at the trial level and on appeal.

32) Compliance with Laws.

Financial 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: Financial 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. Financial 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. Financial Administrator warrants and represents that by May 2, 2022, Financial Administrator's sole employer shall be the Town of Southwest Ranches. Financial 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. Financial 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 Financial Administrators 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.

G. In-Person Attendance. The Town has determined that in-person attendance in the office is required given the nature of work involved. As such, only under extenuating circumstances will the Town consider remote work.

H. Media Inquiries. From time-to-time, newspaper reporters, magazine writers, other media representatives, or authors call individuals in the Town requesting either background or specific comment as to Town issues and matters. It is the desire of the Town that all responses should be centralized. As a result, Financial Administrator shall not disseminate any information about the Town to the media. Media inquiries must be referred to the Town Administrator as the Town's spokesperson, unless delegated otherwise.

I. Town of Southwest Ranches Employee Handbook. This Agreement shall be read in conjunction with the Town's Employee Handbook, which has been attached hereto and is incorporated herein in its entirety as Exhibit "B".

J. This document was reached knowingly and voluntarily and that there was no undue influence, overreaching, collusion, or intimidation. The parties further agree that this document is in their best interest, and that this document is fair, just, and reasonable. The parties acknowledge that in deciding to sign this document, they have not relied on any promises, statements, representations, or commitments, whether spoken or in writing, made to them by any representative of any other party to this document or any other person, except for what is expressly stated in this Agreement. The parties acknowledge that they have had the opportunity to freely consult with attorneys of their own choosing and are fully aware of their rights, responsibilities, and the consequences of the execution prior to signing.

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
- Manage Town services efficiently and effectively
- Manage all Town policies, ordinances and resolutions relating to financial matters
- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in conjunction with the Town Administrator to:

- Prepare annual and manage budget and 5-year capital program
- Prepare all necessary annual financial statements
- Prepare annual State CAFR reports
- Provide all financial and accounting activities
- Provide monthly financial report
- Provide financial advisory services
- Provide for collection of revenue due
- Manage and implement bond issues
- Manage investments of resources
- Manage risk management program
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids directly pertaining to finance. Assist the Town with the preparation of non-financial RFP's, RLI's, RFQ's and bids
- Assist legal in negotiating agreements for services
- Manage and to seek reimbursement on all FEMA related claims.

Purchasing/Financial

- Provide all purchasing and acquisition activities
- Provide procurement policies and procedures
- Manage and assist in evaluation and selection of vendors
- Oversee and manage Finance Dept. staff
- Work with Dept. Heads to prepare their Budgets.
- Prepare and execute payroll and accounts payable on a regular basis
- Oversee daily recording and deposits of cash receipts.
- Assist external Auditors in performance of annual audit.
- Prepare ad valorem tax rate, reports and TRIM notice.

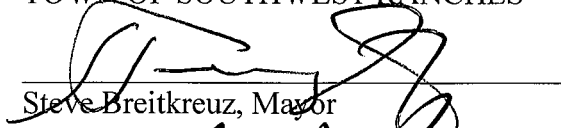
Communication

- Maintain high level of communication and input to Council
- Manage progressive computer system
- Create excellent local and state relationships

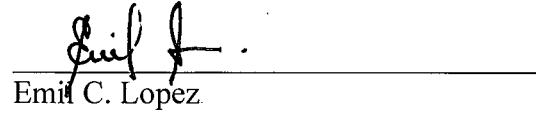
IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

TOWN OF SOUTHWEST RANCHES

Financial Administrator



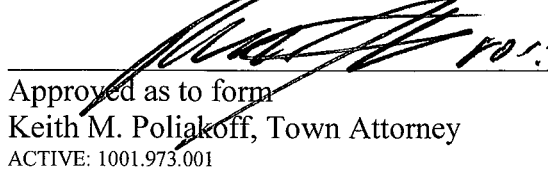
Steve Breitkreuz, Mayor



Emil C. Lopez



Andrew Berns, Town Administrator



Approved as to form
Keith M. Poliakoff, Town Attorney
ACTIVE: 1001.973.001

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
- Manage Town services efficiently and effectively
- Manage all Town policies, ordinances and resolutions relating to financial matters
- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in conjunction with the Town Administrator to:

- Prepare annual and manage budget and 5-year capital program
- Prepare all necessary annual financial statements
- Prepare annual State CAFR reports
- Provide all financial and accounting activities
- Provide monthly financial report
- Provide financial advisory services
- Provide for collection of revenue due
- Manage and implement bond issues
- Manage investments of resources
- Manage risk management program
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids directly pertaining to finance. Assist the Town with the preparation of non-financial RFP's, RLI's, RFQ's and bids
- Assist legal in negotiating agreements for services
- Manage and to seek reimbursement on all FEMA related claims.

Purchasing/Financial

- Provide all purchasing and acquisition activities
- Provide procurement policies and procedures
- Manage and assist in evaluation and selection of vendors
- Oversee and manage Finance Dept. staff
- Work with Dept. Heads to prepare their Budgets.
- Prepare and execute payroll and accounts payable on a regular basis
- Oversee daily recording and deposits of cash receipts.
- Assist external Auditors in performance of annual audit.
- Prepare ad valorem tax rate, reports and TRIM notice.

Communication

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- Manage progressive computer system
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