

RESOLUTION NO. 90-80

A RESOLUTION APPOINTING GEORGE L. HANBURY II, CITY  
MANAGER OF THE CITY OF FORT LAUDERDALE, FLORIDA,  
FIXING HIS SALARY THEREFOR, AND AUTHORIZING THE  
PROPER CITY OFFICIALS TO EXECUTE A CONTRACT OF  
EMPLOYMENT WITH GEORGE L. HANBURY II.

WHEREAS, the City Commission desires to appoint George L. Hanbury II as City Manager of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That George L. Hanbury II is hereby appointed as City Manager of the City of Fort Lauderdale, Florida, to hold office at the pleasure of the City Commission.

SECTION 2. That the City Manager shall perform such duties as are prescribed by the Charter, Ordinances, Rules and Regulations of the City of Fort Lauderdale, Florida, and such other duties as may be assigned to him by the City Commission.

SECTION 3. That the proper City officials are hereby authorized to execute an Employment Contract with George L. Hanbury II subject to its approval as to form by the City Attorney.

SECTION 4. That the salary of the City Manager is hereby fixed and established at \$104,888.00 per year, payable bi-weekly.

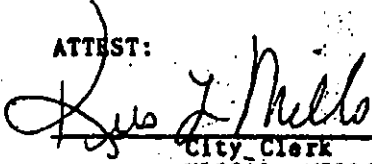
SECTION 5. That all other benefits and the terms of employment of the City Manager shall be in accordance with the Employment Contract between the City and George L. Hanbury II. Said Contract is hereby incorporated by specific reference and made a part of this Resolution.

SECTION 6. That this Resolution shall become effective immediately upon its adoption by the City Commission.

ADOPTED this the 21st day of March, 1990.

  
\_\_\_\_\_  
Mayor  
ROBERT O. COX

ATTEST:

  
\_\_\_\_\_  
City Clerk  
KRIS L. MILLS

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90-80

## EMPLOYMENT CONTRACT

THIS IS AN EMPLOYMENT CONTRACT (the "Contract"), entered into on March 21, 1990, between: The City of Fort Lauderdale, Florida, a Florida municipal corporation, referred to as the "Employer", and George L. Hanbury II, an individual, referred to as the "Employee".

Employer desires to retain the services of Employee as City Manager, for the City of Fort Lauderdale, Florida (the "City"). Employer is empowered to execute this Contract, as provided by Section 4.05 of the Charter of the City.

By Resolution No. 90-80, the City Commission of the City of Fort Lauderdale, Florida, authorized the execution of this Employment Contract.

It is the desire of Employer to provide certain benefits, establish certain conditions of employment and to prescribe working conditions of the Employee.

It is the further desire of the Employer to secure and retain the services of Employee upon such terms and conditions as will promote his continuous productivity and efficiency, provide him with reasonable employment and financial security, and to provide a just means for terminating the services of Employee.

The Employee desires employment as City Manager with the City and in consideration of the mutual covenants contained in this Contract and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true, correct and incorporated into this Employment Contract.

2. DUTIES. Employer agrees to employ Employee as City Manager of the City of Fort Lauderdale, Florida, such employment to begin on June 19, 1990, to perform the functions and duties as set forth in the City's Charter, ordinances, regulations, rules, policies and standards, and to perform other associated and legally required duties and functions as Employer shall direct and from time to time assign to Employee. Employee agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of Employee's ability.

3. TERM.

(A) Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Paragraph 5 of this Contract.

(B) Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with Employer, subject only to the provisions set forth in Paragraph 5, subparagraph (C), of this Contract.

(C) Expressly subject to the provisions for termination and resignation, respectively, Employee agrees to remain in the exclusive employ of Employer until June 18, 1993, which term of employment is three (3) years from the effective date of this Contract. Employee agrees neither to accept other employment nor to become employed by any other employer until such termination date, unless such termination date is altered or affected as provided in this Contract.

The term "employment" shall not be construed to include occasional teaching, consulting, writing or military reserve service performed during Employee's time off from working duties and hours.

### **CERTIFICATION**

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this 26 day of August, 2008.

*Harry F. Smith* Asst. City Clerk

#### 4. SUSPENSION.

Employer may suspend the Employee for just cause with or without full pay and benefits at any time during the term of this Contract.

#### 5. TERMINATION OR RESIGNATION.

(A) This Contract may be terminated by the City upon twelve (12) months written notice to Employee, which said notice shall specify the effective date of termination which shall be not less than twelve (12) months from the date said written notice is given. During said twelve (12) month period, the City may reassign Employee to other duties or may utilize Employee as a consultant. However, if at any time during said twelve (12) month period, Employee should become employed in a capacity or, at a salary, similar to his employment pursuant to his Contract on a full-time basis then, in that event, upon the beginning of such new employment compensation made pursuant to the Contract shall terminate. Further, in the event Employee is terminated because of conviction (despite whether adjudication is withheld) of any illegal act involving personal gain or act of moral turpitude then, in that event, Employer shall be under no obligation to pay the compensation provided for in this Contract.

B. Employee may be removed or discharged only by duly adopted resolution of the City Commission, subject to the termination requirements of his Contract, and if removed or discharged the Employee shall vacate the office upon adoption of the resolution, but the rights of the Employer and the duties imposed upon the City towards him under this Contract shall remain in full force and effect until the expiration of the period set forth herein for the termination of this Contract. In the event of his removal or discharge, Employee shall have no claim against the City except for the enforcement of its duties under this Contract. Employee expressly waives his right to have served upon him a written statement of specific reasons for his removal or discharge and his right to a public hearing before the City Commission and a waiver of his right to reinstatement and his right to sue the City or the City Commission, except his right to enforce this Contract. Nothing contained herein shall affect the fact that the Employee is subject to the control of the City Commission and serves at its pleasure, and Employee may be removed with or without cause at anytime, however, with or without cause, his contractual rights hereunder shall subsist for the period hereinabove set forth required for such notice.

(C) In the event Employee intends to voluntarily resign employment with Employer before the natural expiration of the term of employment, then Employee shall give Employer six (6) months written notice in advance. Said notice shall be directed to the Mayor or the City Attorney.

#### 6. SALARY.

Employer agrees to pay Employee, for employment services described in and rendered pursuant to this Contract, an annual salary of \$104,888.00 and Employee shall be in the unclassified service of the Employer. Employee agrees to accept such salary for his services and agrees that it shall be payable in bi-weekly installments at the same times as other employees of Employer are paid.

In addition, Employer agrees to increase such base salary, other benefits or both, of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so on the basis of an annual salary review of the Employee, or on the basis of general salary increases given to other management employees, or both.

## 7. HOUSING ALLOWANCE.

Employee shall receive a housing allowance of \$1,500.00 per month, payable on the first of each month, commencing with the effective date of employment and continuing as a rental housing allowance until the earlier of (a) the expiration of six (6) months or (b) closing upon the purchase by the Employee of a residence in the City or (c) closing on the sale of the Employee's home in Portsmouth, Virginia. The Employee shall receive during the remaining term of this Contract, upon the closing by him on the purchase of a residence with a purchase price of at least \$275,000.00 in the City, a housing allowance as a home purchase allowance the sum of \$1,000.00 per month, beginning the first day of the month following closing upon a residence in the City and continuing until the earlier of (a) the effective date of termination of the Employee's employment or (b) resale and closing thereon of said residence to a third party or (c) payment in full purchase money mortgage loan secured by said residence (which said purchase money mortgage loan shall not have an amortization or pay-out of more than thirty (30) years). Said housing allowance shall be reduced by an amount equal to twenty-five (25) percent of all increases in compensation paid to Employee pursuant to this Contract.

## 8. MOVING EXPENSES.

Employee shall be promptly reimbursed for the cost of moving his household goods and other personal property from Portsmouth, Virginia to the City, including the cost charged by the mover for packing, moving and unpacking, and any insurance and reasonable storage cost ordinary, necessary and incident thereto provided the period of storage cost shall not exceed thirty (30) days. Said payment shall be made upon reasonable documentation of such expenses to the City.

Employee shall be promptly reimbursed by the City for all usual and customary costs associated with the sale of his residence in Portsmouth, Virginia, including real estate brokerage commissions, attorney's fees, and other closing costs as shown by the settlement statement thereon, but same shall not exceed ten (10) percent of the gross selling price. Employee shall also be promptly reimbursed for the usual and customary cost associated with the purchase of a home in the City, including attorney's fees, loan origination, discount fees or points, title insurance, surveys, recording costs as shown by the settlement statement.

Employee shall be reimbursed for the cost of up to four (4) round-trip airline tickets from Norfolk, Virginia to Fort Lauderdale, Florida and back incident to his search for housing in the City and incident to his sale of his residence in Portsmouth, Virginia. Said payment shall be made upon reasonable documentation of such expenses to the City.

## 9. HOURS OF WORK.

The defined work week for the Employee shall be a minimum of forty (40) hours. However, it is recognized and expected that, on occasion, the Employee must devote time outside the normal office hours to business of the Employer.

## 10. AUTOMOBILE.

Employee's duties require that Employee shall have the exclusive and unrestricted use at all times during employment with Employer of an automobile. Employee will receive payment of a car allowance at the rate and amount established by City. Employee shall be responsible for paying the premiums for liability, property damage and comprehensive insurance and the expenses of operation, maintenance, repair and regular replacement of Employee's personal automobile. The Employer may assign a City vehicle in lieu of a car allowance, which assignment would, in such case, be governed by

applicable City laws and policies, to the same extent as applied to the highest level management employees of Employer.

**11. VACATION, SICK AND MILITARY LEAVE.**

(A) Employee shall accrue, and have credited to Employee's personal account, vacation, legal and personal holidays, longevity benefits and sick leave at the same rate and subject to the same conditions as the highest level management category employees of Employer.

(B) Employee shall be entitled to military reserve leave time pursuant to State law and City law, rules, policy and standards.

**12. DISABILITY AND HEALTH INSURANCE; PHYSICAL EXAMINATIONS.**

(A) Employer agrees to put into force and to make required premium payments for Employee for insurance policies for accident, sickness, disability income benefits, major medical and dependent's coverage group insurance covering Employee and Employee's dependents, to the same extent and to afford the same coverages and benefits as the highest level management employees of the City.

(B) Employee shall be afforded all benefits associated with physical examinations and the City Wellness Incentive Program to the same extent as are provided to the highest level management employees of the City.

**13. RETIREMENT.**

Employer agrees to provide Employee the ability to participate in a City approved deferred compensation plan. If Employee elects to participate in a deferred compensation plan, Employee acknowledges and agrees that the City contribution shall not exceed the annual maximum amount which would otherwise be payable as the City contribution to the retirement plan. The election by Employee to enroll and participate in either plan is subject to all City and federal laws and policies governing enrollment and participation, as such laws and policies are applicable to the highest level management employees of City. If a deferred compensation plan is selected, Employer agrees to provide Employee an insurance policy for disability income benefits (to the same extent and with the same coverages and benefits as afforded highest level management employees of the City.) Further, if a deferred compensation plan is selected, Employer agrees to transfer ownership of such plan to a succeeding employer of Employee upon Employee's termination or resignation. Employer agrees to execute all necessary documents to allow for Employee's enrollment and participation in the plan selected.

Enrollment by Employee in the City's deferred compensation plan, identified above, shall not preclude the Employee from participating in other deferred compensation or pension plans subject to all applicable laws, rules and regulations.

In addition to participation in said deferred compensation plan, the City shall provide Employee with an annual pension benefit in the amount of \$22,519.00, which amount shall be increased from time to time by the same percentage as the Employee's salary is increased.

**14. DUES AND SUBSCRIPTIONS.**

Employer agrees to budget and to pay for reasonable professional dues and subscriptions of Employee necessary for Employee's participation in national and state associations and organizations that the Employer agrees are necessary and desirable for both Employee's continued professional participation, growth and advancement and for the good of the Employer.

**15. PROFESSIONAL DEVELOPMENT.**

(A) Employer agrees to pay for the travel and subsistence expenses of Employee for conferences, short courses, institutes and seminars that the Employer agrees are necessary for both Employee's professional development and for the good of the Employer.

(B) The foregoing expenses shall be paid as prescribed by City law, rules, regulations, policy and standards, and will be afforded to Employee to the same extent as such expenses are paid for the highest level management employees of the City.

**16. BONDING.**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**17. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT.**

(A) Employer, subject to the requirements of the City's Charter and ordinances, shall fix any such other terms and conditions of employment as Employer may determine to be desirable or necessary from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the City Charter or any other law.

(B) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the Employer relating to vacation and sick leave, holidays, longevity pay, severance pay and other fringe benefits and working conditions, as they now exist or subsequently may be amended, shall also apply to Employee as they would to the highest level management employees of Employer, in addition to the benefits enumerated specifically for the benefit of Employee as provided in this Contract.

(C) As set forth above, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded to the highest level management employees of City, including provisions governing accrual and payment therefor on termination of employment for any reason.

(D) Employee shall not be prohibited from making investments so long as same are not prohibited by law as a result of conflict of interest or otherwise.

**18. NO REDUCTION OF BENEFITS.**

Employer shall not at any time during the term of this Contract reduce the salary, compensation or other financial benefits of Employee, except in the event that Employer, at any time during the term of this Contract, determines that the City is experiencing or may experience financial difficulties, such that the salaries, other financial benefits or both of upper management level employees are being reduced, then Employee's salary, other financial benefits, or both may also be reduced, so long as all such reductions for such employees, as a group, are made to the same degree. "Upper management level employees" means those persons working for the City, who occupy positions designated as Management Category I or II.

**19. NOTICES.**

Notice pursuant to this Contract may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: City Commission  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

(2) EMPLOYEE: George L. Hanbury II

Alternatively or additionally, any notice required pursuant to this Contract may be personally served. Notice shall be deemed given and effective as of the date and time of personal service, or if mailed, effective as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**20. GENERAL PROVISIONS.**

(A) The provisions of this Contract constitute the entire agreement between the parties. No representation or understanding, whether communicated orally or in writing, is or shall be effective unless contained in this Contract.

(B) This Contract shall be binding upon and inure to the benefit of the heirs at law, executor, or personal representative of Employee (pursuant to Florida law).

(C) If any provision, or any portion of a provision contained in this Contract is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Contract, or such portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(D) No alteration, modification or amendment of this Contract shall be effective unless contained in a writing, executed between the parties in a document of equal dignity with this Contract.

(E) The Employee waives the privilege of venue and agrees that any litigation involving this Contract shall take place in the appropriate State court, in and for Broward County, Florida, or if in a Federal court, the appropriate court for the Southern District of Florida.

(F) This Contract shall be construed and administered in accordance with Florida and any other applicable law.

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

WITNESSES:

Dorcas A. Baur  
Lissella M. Royal  
(CORPORATE SEAL)

EMPLOYER

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney

WITNESSES:

Lorel E. Pratt  
[Signature]

EMPLOYEE

[Signature]  
GEORGE L. HANBURY II

STATE OF FLORIDA:  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT O. COX, and KRIS L. MILLS, Mayor and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Employment Contract as the proper officials of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on March 28, 1990.

(SEAL)



"OFFICIAL NOTARY SEAL"  
C. J. COCHRAN  
MY COMM. EXP. 1/25/91

STATE OF VIRGINIA

C. J. Cochran  
Notary Public  
My Commission Expires:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared GEORGE L. HANBURY II and acknowledged he executed the foregoing Employment Contract for the use and purposes mentioned in it and that the Employment Contract is the act and deed of that individual.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Portsmouth, in the State aforesaid on March 23, 1990.

(SEAL)

Carolyn A. Howell  
Notary Public  
My Commission Expires: October 14, 1991

LAP:6187E