

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, entered into this ____ day of _____, 2025 by and between:

City of Fort Lauderdale, Florida,
a Florida municipal corporation, (hereinafter, "CITY"),

and

D'Wayne M. Spence, an individual, (hereinafter also "EMPLOYEE"),
(each, a "Party," collectively, "Parties").

WHEREAS, by Resolution No. 24-233, the City Commission appointed D'Wayne M. Spence to serve as Interim City Attorney effective October 30, 2024, until such time a permanent city attorney is appointed and provided for his return to his previous position of Deputy City Attorney; and

WHEREAS, by Resolution No. 25-_____, adopted the 16th day of September, 2025, the City Commission of the City of Fort Lauderdale, Florida, approves a merit increase and certain benefits, effective October 1, 2025. CITY is empowered to execute this contract, as provided by Section 4.10 of the Charter of the City; and

WHEREAS, CITY desires to retain the services of D'Wayne M. Spence as Interim City Attorney for the CITY; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to prescribe working conditions of the EMPLOYEE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Employment Contract and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, CITY and D'Wayne M. Spence agree as follows:

1. DUTIES

(A) CITY agrees to employ, on an interim basis, D'Wayne M. Spence as City Attorney of the City of Fort Lauderdale, Florida, 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 CITY shall direct and from time to time assigned to City Attorney. During the term of this contract EMPLOYEE shall have the title of Interim City Attorney. This section shall not operate to exclude the Mayor or any individual City Commissioner, City Manager, City Auditor, or City Clerk from seeking legal advice from Interim City Attorney on matters related to their duties as the Mayor, City Commissioners, City Manager, City Auditor, or City Clerk. Interim City Attorney agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of Interim City Attorney's ability.

(B) Upon the appointment of a city attorney by the City Commission, D'Wayne M. Spence will resume the responsibilities of the Deputy City Attorney of the City of Fort Lauderdale, Florida, working under the supervision of the city attorney, and perform such duties as he or she shall require of him. Additionally, EMPLOYEE will assist with the transfer of the duties and responsibilities of the Office of the City Attorney to the newly appointed city attorney.

2. TERM

This Employment Contract shall become effective as of October 1, 2025, and shall have a term of one (1) month, expiring at 11:59 p.m., October 31, 2025, unless it is terminated earlier or renewed as set forth herein.

- a. Upon the City's appointment of a permanent City Attorney, this Agreement shall automatically expire and EMPLOYEE shall automatically revert to his position as Deputy City Attorney provided, however, that if, after reverting to his position EMPLOYEE is terminated or demoted to a lesser position or resigns under pressure from one or more City Commissioners, the City Attorney, or under circumstances suggesting constructive discharge at any time within a period of one (1) year from his reverting to his Deputy City Attorney position then EMPLOYEE shall be entitled to Severance Payment described in Section 3.
- b. Upon reverting to the position of Deputy City Attorney any salary adjustment provided to EMPLOYEE under this agreement shall not expire. The City Attorney shall not at any time after the EMPLOYEE reverts to the position of Deputy City Attorney reduce the salary, compensation or other financial benefits of EMPLOYEE without written consent of the EMPLOYEE.

3. TERMINATION, RESIGNATION, OR NON-RENEWAL

(A) This Employment Contract may be terminated by the CITY upon fifteen (15) days' notice to EMPLOYEE, which notice shall specify the effective date of termination which shall not be less than fifteen (15) days from the date said notice is given, unless a shorter period is agreed to by the EMPLOYEE. Any termination of this Employment Contract by the CITY during the period the EMPLOYEE is serving as Interim City Attorney shall entitle the EMPLOYEE to: (1) return to his previous position as Deputy City Attorney, or (2) elect the payment of a lump sum cash severance payment equal to the EMPLOYEE's then-applicable aggregate base salary for twenty (20) weeks, along with all payments due for work performed through the date of termination and other payments due as provided in this Employment Contract (or otherwise, on the same terms as applicable to Management Category I employees) (herein "Severance Payment"), with such payments to be made within thirty (30) days of separation, except that, in accordance with the prohibition contained in Section 215.425(4)(a)(2), Florida Statutes (2024), as may be amended or revised, in the event the EMPLOYEE is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes (2024), as may be amended or revised, the CITY shall not pay EMPLOYEE any severance pay or payout for accrued sick leave. The election by the EMPLOYEE of either to return to the position of Deputy City Attorney or payment of the Severance Payment shall be made by the EMPLOYEE by providing notice as provided in this

agreement within thirty (30) days of the termination of the Agreement. Any termination of employment by the CITY during the period the EMPLOYEE is serving as Deputy City Attorney shall entitle the EMPLOYEE to elect the payment of a lump sum cash severance payment equal to the EMPLOYEE's then-applicable aggregate base salary for twenty (20) weeks, along with all payments due for work performed through the date of termination and other payments due as provided in this Employment Contract (or otherwise, on the same terms as applicable to Management Category I employees), with such payments to be made within thirty (30) days of separation, except that, in accordance with the prohibition contained in Section 215.425(4)(a)(2), Florida Statutes (2024), as may be amended or revised, in the event the EMPLOYEE is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes (2024), as may be amended or revised, the CITY shall not pay EMPLOYEE any severance pay or payout for accrued sick leave.

(B) Upon returning to the position of Deputy City Attorney, the EMPLOYEE may only be suspended, demoted or removed by the City Attorney pursuant to Section 4.11 of the City Charter, subject to the severance requirements of Section 3(A). In the event of the EMPLOYEE's removal or discharge, EMPLOYEE shall have no claim against the CITY except for the enforcement of this Employment 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 waives his right to reinstatement and his right to sue the CITY or the City Commission, except his right to enforce this Employment Contract.

(C) In the event EMPLOYEE intends to voluntarily resign employment with CITY during the term of this Employment Contract, then EMPLOYEE shall give CITY sixty (60) days' written notice in advance, unless a shorter period is agreed to by the CITY. Said notice shall be given in accordance with Section 14 of this Employment Contract. CITY shall pay EMPLOYEE the same severance benefits, including paying EMPLOYEE's health insurance premiums, in the event EMPLOYEE resigns under pressure from one or more City Commissioners, the City Attorney, or under circumstances suggesting constructive discharge.

4. SALARY

(A) CITY agrees to pay the EMPLOYEE, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$289,572.57. EMPLOYEE agrees to accept such annual base salary for his services and CITY agrees that it shall be payable in bi-weekly installments at the same time other CITY employees are paid in accordance with the CITY's pay plan.

(B) EMPLOYEE shall be eligible for the same cost of living adjustments, if any, as approved by the City Commission for the CITY's nonclassified non-bargaining-unit employees. EMPLOYEE shall be eligible for annual merit increases at the City Commission's discretion.

(C) Upon appointment of a permanent City Attorney, or upon further action by the City Commission, the Interim City Attorney will return to his previous position of Deputy City Attorney and his annual base salary shall be \$289,572.57, as adjusted by any intervening wage increases as calculated from October 1, 2025.

5. HOURS OF WORK

The defined work week for the EMPLOYEE while serving in the role of Interim City Attorney 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 the business of the CITY, and to that end, EMPLOYEE shall be allowed to establish an appropriate work schedule.

6. AUTOMOBILE

EMPLOYEE, while appointed as the Interim City Attorney, will receive payment of a car allowance at a rate established by the CITY for other Management Category I employees.

7. VACATION AND SICK LEAVE

EMPLOYEE, while appointed as the Interim City Attorney, shall accrue, and have credited to EMPLOYEE's personal account, vacation, personal holidays, and sick leave at the same rate and subject to the same conditions in place as of the Effective Date for other Management Category I employees of CITY, including but not limited to, management vacation days. At the termination or expiration of this Employment Contract, the EMPLOYEE shall be entitled to a payout of 100% of accrued vacation, management vacation, and sick time, at the EMPLOYEE's then-applicable base salary. In the event the City Commission amends its vacation leave policy to increase the number of vacation days available to Management Category I employees during EMPLOYEE's term of appointment as Interim City Attorney, the EMPLOYEE shall be automatically entitled to such increase.

8. INSURANCE

(A) CITY agrees to put into effect as of the Effective Date and pay CITY's portions of premiums for group health, group dental, and group vision insurance, covering EMPLOYEE and EMPLOYEE's eligible dependents, to the same extent and providing the same coverage as provided to Management Category I employees of the CITY, as determined by the CITY in the CITY's sole discretion, in the amounts and in the manner determined by the City of Fort Lauderdale City Commission from time to time, and conditioned upon the EMPLOYEE's and, if applicable, the EMPLOYEE's dependent's or dependents' meeting any medical qualifications and any other qualifications for each respective plan or policy.

9. RETIREMENT BENEFITS

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended or revised, it is acknowledged that EMPLOYEE is enrolled and participates in both the City's Section 401(a) defined contribution plan and the deferred compensation (Section 457) plan. The Section 457 plan is maintained by the City by contributing EMPLOYEE's funds via payroll deduction in accordance with and to the extent allowed by such plan and applicable laws and regulations. EMPLOYEE may continue to be enrolled and participate in these plans. In addition, EMPLOYEE is among a group of non-

classified employees enrolled in the City's 401(a) defined contribution plan, who were hired before August 1, 2012, and who was in the City's employ on the effective date of October 14, 2012, in accordance with Ordinance No. C-12-43 received a 6.13% salary differential that was terminated when the EMPLOYEE vacated the position held at the time due to a promotional opportunity. The CITY shall make an additional contribution of 6.13% of the EMPLOYEE's annual salary to the Section 401(a) plan for the periods of employment between December 20, 2022 to October 30, 2023 and from October 30, 2024, until the termination of this Agreement.

10. PROFESSIONAL DEVELOPMENT AND TRAINING

Subject to annual budget appropriation and the availability of funds, CITY agrees to provide for professional dues, subscriptions, memberships, professional and official registration, travel, coursework, national, regional, state, and local conferences, and training, that are necessary for both the EMPLOYEE's professional development and for the good of the CITY, as governed by CITY's ordinances, rules, regulations, and policies.

11. BONDING

CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE in the role of City Attorney under any law or ordinance.

12. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT

(A) CITY, subject to the requirements of the CITY's Charter and ordinances, shall fix any such other terms and conditions of employment as CITY 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 Employment Contract, the City Charter, City Code of Ordinances, or any applicable law.

(B) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the CITY relating to vacation and sick leave, holidays, 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 CITY, in addition to the benefits enumerated specifically for the benefit of EMPLOYEE as provided in this Employment Contract. To the extent this Employment Contract provides for benefits and accruals in excess of those applicable to Management Category I employees of the CITY, EMPLOYEE shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

13. NO REDUCTION OF SALARY OR BENEFITS

CITY shall not at any time during the term of this Employment Contract reduce the salary, compensation or other financial benefits of EMPLOYEE without written consent of the EMPLOYEE.

14. NOTICES.

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

CITY: City Commission
City of Fort Lauderdale
1 East Broward Blvd., Suite 444
Fort Lauderdale, Florida 33301
(with a copy to the Human Resources Director)

City Manager: D'Wayne M. Spence
Office of the City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

Alternatively or additionally, any notice required pursuant to this Employment 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.

15. GENERAL PROVISIONS

(A) The provisions of this Employment 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 Employment Contract.

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

(C) No alteration, modification or amendment of this Employment Contract shall be effective unless contained in writing and executed by the Parties in a document of equal dignity with this Employment Contract.

(D) Venue for any lawsuit by either Party against the other Party or otherwise arising out of this Employment Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

(E) This Employment Contract shall be construed and administered in accordance with Florida and federal law.

IN WITNESS OF THE FOREGOING, the CITY and Rickelle Williams execute this Employment Contract as follows:

WITNESSES:

CITY OF FORT LAUDERDALE:

By: _____
Dean J. Trantalis, Mayor

[Witness type or print name]

By: _____
Rickelle Williams, City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

David R. Soloman, City Clerk

Approved as to Form and Correctness:

Senior Assistant City Attorney

WITNESSES:

D'Wayne M. Spence

[Witness type or print name]

[Witness type or print name]