

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A MUTUAL SEPARATION AGREEMENT AND FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY MANAGER RICKELLE WILLIAMS (“SEPARATION AGREEMENT”); AUTHORIZING THE MAYOR TO EXECUTE THE SEPARATION AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Commission appointed Rickelle Williams to serve as the City Manager pursuant to Section 4.05 the Charter of the City of Fort Lauderdale, Florida (“City Manager”); and

WHEREAS, on March 4, 2025, the City Commission approved the City Manager’s Employment Agreement by adopting Resolution No. 25-36 and establishing the terms and conditions of the City Manager’s employment (“Employment Agreement”); and

WHEREAS, the City Commission and the City Manager have mutually determined that it is in the best interests of the City and the City Manager to conclude the employment relationship in an orderly and professional manner through a mutually agreed separation; and

WHEREAS, the Parties have negotiated a Mutual Separation Agreement and First Amendment to the City Manager’s Employment Agreement (“Separation Agreement”) that establishes the terms of the separation, provides for an orderly transition of executive responsibilities, and resolves any employment-related matters between the parties; and

WHEREAS, the City Commission finds that approval of the Separation Agreement serves a valid municipal public purpose by promoting the efficient administration of City government;

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

Section 1. That the foregoing recitals are true and correct and are incorporated into this Resolution as findings of the City Commission.

Section 2. That the City Commission hereby approves the Mutual Separation Agreement and First Amendment to the City Manager’s Employment Agreement between the City of Fort

Lauderdale and City Manager Rickelle Williams (“Separation Agreement”), in substantially the form attached as Exhibit “1,” together with such non-material revisions as may be approved by the City Attorney.

Section 3. That the Mayor is authorized to execute the Separation Agreement on behalf of the City following approval as to form and correctness by the City Attorney.

Section 4. That the City's Finance Department is authorized and directed to process all compensation, accrued salary, accrued leave, severance compensation, expense reimbursements, benefits, and any other payments required by the Employment Agreement and the Separation Agreement, subject to all required payroll deductions and applicable federal, state, and local law.

Section 5. That the City Manager Rickelle Williams shall cooperate in the orderly transition of executive responsibilities, return all City-owned property, records, and electronic information, and perform such transition duties as provided in the Separation Agreement.

Section 6. That the City Clerk is directed to maintain the executed Separation Agreement and this Resolution as public records in accordance with Chapter 119, Florida Statutes, and all applicable records-retention requirements.

Section 7. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this _____ day of _____, 2026.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
SHARI L. McCARTNEY

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Ben Sorensen _____

EXHIBIT 1

MUTUAL SEPARATION AGREEMENT AND FIRST AMENDMENT TO CITY MANAGER'S EMPLOYMENT AGREEMENT

THIS MUTUAL SEPARATION AGREEMENT AND FIRST AMENDMENT TO CITY MANAGER'S EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made this ___ day of July, 2026, by and between Rickelle Williams (hereinafter "Manager") and the City of Fort Lauderdale, Florida, 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City" and jointly as the "Parties").

WHEREAS, the Manager was appointed by the City Commission pursuant to Section 4.05 of the Charter of the City of Fort Lauderdale, Florida, and serves as City Manager under an Employment Agreement with an effective date of April 2, 2025 ("Employment Agreement") a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the City Commission approved the Employment Agreement by Resolution No. 25-36 at a duly noticed public meeting held on March 4, 2025; and

WHEREAS, the Manager and the City mutually agree to amend the Employment Agreement and provide for a mutual separation of the Manager's employment, effective December 1, 2026; and

WHEREAS, the Parties mutually desire to extinguish any potential claims or disputes and make a full and final resolution of any and all matters relating to the Manager's employment by the City, the separation of her employment, and the expiration of her Employment Agreement; and

WHEREAS, the City Commission approved this Agreement by Resolution No. 26-____ at a duly noticed public meeting held on July 2, 2026, and Parties agree that this Agreement is a public record subject to disclosure pursuant to Chapter 119, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

- (1) Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) Mutual Employment Separation. The Parties agree that the 60-days' notice period under Section 3 of the Employment Agreement as to paid employment status is effective July 3, 2026. The Manager agrees to cease any and all official duties as the City Manager on behalf of the City on July 3, 2026, and vacate her office effective **July 6, 2026**, or on a date as determined by the City.
- (3) Duties Concerning Leadership Transition. From July 3, 2026, through and including September 1, 2026 (sixty (60) calendar days), the Manager will continue as a paid employee of the City and upon reasonable notice will cooperate and make herself available to the acting, interim or subsequent City Manager for the purpose of supporting the leadership transition of the City of Fort Lauderdale. During this time, the Manager will continue to receive her then-applicable aggregate base salary, benefits, and all other employment

benefits under the Employment Agreement will remain in full force in effect through September 1, 2026.

- (4) Unpaid leave of Absence. Due to the complexities of transition and to alleviate any concern for disruption in City operations, Manager agrees to remain employed with City for the period September 2, 2026, through December 1, 2026, in an unpaid leave of absence status. During this unpaid leave period, Manager will be available as needed to assist and cooperate with City in the continued orderly transition of Manager's position. In the event Manager is engaged by City to perform work during the unpaid leave period, she will be compensated for such work time at the hourly rate equal to her then-applicable aggregate base salary on the effective date of this Agreement. During the unpaid leave period, Manager will not accrue any vacation, management vacation, sick time or other benefits, but she will be entitled to continuation of group health, group dental, and group vision insurance benefits for the Manager and the Manager's eligible dependents on the same terms of Section 9(A) of the Employment Agreement.
- (5) Final Compensation for Accrued Vacation and Sick Leave. At the conclusion of the unpaid leave of absence period, pursuant to Section 3 of the Employment Agreement, titled "Termination, Resignation, or Non-Renewal," the Parties agree that the Manager will be entitled to receive (a) payment in a lump sum of 100% of accrued, but unused, vacation time, management vacation time, and sick time at the Manager's then-applicable aggregate base salary as set forth in her Employment Agreement. These sums shall be calculated and approved by the City's Finance Department which shall be reduced by any leave taken by the Manager from the date of this Agreement and shall be in addition to any other amounts payable to the Manager upon separation of employment under her Employment Agreement and applicable law. The City shall pay these sums to the Manager no later than December 31, 2026.
- (6) Final Compensation for Severance. At the conclusion of her unpaid leave of absence, the parties agree that the City will pay the Manager a lump sum cash severance payment equal to the City Manager's then-applicable aggregate base salary for twenty (20) weeks, along with all payments due for work performed through the date of separation and other payments due as provided in the Employment Agreement (or otherwise, on the same terms as applicable to Management Category I employees). Pursuant to Section 215.425(4)(a), Florida Statutes, the parties agree that this sum does not exceed an amount greater than twenty (20) weeks of compensation as defined by Florida law, City policies, and the Employment Agreement. In accordance with Section 215.425(4)(d)1, 2 and 3, Florida Statutes, the severance pay does not include earned and accrued annual, sick, compensatory or administrative leave; early retirement under provisions established in an actuarially funded pension plan subject to part VII of Chapter 112; or any subsidy for the cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees of the unit of government pursuant to the unit's health insurance plan. The City shall pay the final calculated severance sum to the Manager in the same manner as all prior payroll payments no later than December 31, 2026, and withhold all applicable taxes as required by law.

- (7) Florida Retirement System Payments. The parties agree that Florida law and Section 10 of the Manager's Employment Agreement require certain payments be made directly to the Florida Retirement System (FRS). These payments are to be made by the City to FRS for the Manager's retirement, and not as a lump sum payment to the Manager.
- (8) Future Cooperation: Following her separation, the Manager agrees to reasonably cooperate with the City in any claims, investigations, administrative proceedings or lawsuits which relate to the City and for which the Manager may possess relevant knowledge or information. If such cooperation is requested by the City or if the Manager is subpoenaed by a party to provide testimony relating to events while she was the City Manager, and City requests her future cooperation, the Manager agrees to reasonably cooperate. The City agrees to promptly compensate the Manager at her last hourly rate of compensation at the time of separation from the City and will reimburse the Manager for reasonable out of pocket expenses. This compensation is separate from any compensation provided pursuant to any other provision of this Agreement.
- (9) Return of City Property upon Separation. The Manager agrees to return to the City any City property, keys, entrance security badges, equipment, computers, documents or copies of documents presently in her possession by July 6, 2026.
- (10) Release of City. Effective July 3, 2026, in consideration for future payments to be made by City under this Agreement, the Manager releases and forever discharges the City, its members, and the present and former employees of the City from any and all liabilities, causes of action, debts, claims and demands, both in law and equity, known or unknown, fixed or contingent, which the Manager may have or claim to have based on or in any way related to the Manager's employment by City with the exception of enforcement of this Agreement.
- (11) Release of the Manager. Effective July 3, 2026, the City releases and forever discharges the Manager from any and all liabilities, causes of action, debts, claims and demands, both in law and equity, known or unknown, fixed or contingent, which the City may have or claim to have based on or in any way related to the Manager's employment by City with the exception of enforcement of this Agreement.
- (12) Notice. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To CITY: City Manager
 City of Fort Lauderdale
 101 NE 3rd Avenue, Suite 2100
 Fort Lauderdale, Florida 33301

With a Copy to: City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

To the Manager: At her last address provided to the City.

- (13) No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.
- (14) Compliance with Laws. Each party shall comply with all applicable federal state and local laws, City policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- (15) Place of Performance. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- (16) Governing Law and Venue. 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this agreement.
- (17) Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- (18) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (19) Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be

no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from City. This Agreement shall inure to the benefit of, and shall be binding upon, the City, its officers, agents and assigns, and the Manager, her heirs and personal representatives, but may not be assigned, hypothecated, pledged, garnished, attached by the parties, or any of them.

- (20) Settlement and Mutual Release, Covenant not to Sue. The parties agree that except for the terms and conditions contained herein, this constitutes a complete settlement of the obligations of the parties under the Employment Agreement. Furthermore, this Agreement constitutes a complete and mutual settlement and release by the parties of any and all disputes, claims, demands, lawsuits, cause of action, complaints, whether ripe or contingent, accrued or unaccrued, whether stated or unstated, whether discovered or undiscovered, that either the Manager or the City may have against each other, except for the terms and conditions of this Agreement. The parties further agree that, except for the terms and conditions of this Agreement, this constitutes a settlement and release of any claim, demand, lawsuit, cause of action, complaint, set-off, counterclaim, defense that each party could assert against the other. The City agrees that it will never institute a legal proceeding, lawsuit or action against or relating to the Manager or assert a defense to or avoidance of the compensation and benefits or obligations set forth in this Agreement, except in the event of a breach of this Agreement. The Manager agrees that she will never institute a lawsuit, proceeding or action against the City, except in the event of a breach of this Agreement. In the event Manager alleges a breach of this Agreement, City retains all rights and defenses thereto, including the right to withhold any future payments or benefits that may be due until resolution of the dispute.
- (21) Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- (22) Preparation of Agreement. The parties acknowledge that they have sought and obtained independent competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- (23) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- (24) Waiver. The parties 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. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

- (25) Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- (26) Authority. Each person signing this Separation Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- (27) Manager shall have twenty-one (21) days from the date after receipt of this Agreement to decide whether to sign it. Manager may use all or part of that twenty-one day (21) period to decide whether to sign this Agreement. Manager may revoke this Agreement for a period of seven (7) days following the day she signs it by submitting written notice of her revocation, postmarked or transmitted within the 7-day period of her signature, to Shari McCartney, City Attorney, City of Fort Lauderdale, 1 East Broward Blvd., Suite 1320, Fort Lauderdale, Florida 33301, SMcCartney@fortlauderdale.gov.

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IN WITNESS OF THE FOREGOING, the City and Rickelle Williams execute this Mutual Separation Agreement and First Amendment to City Manager's Employment Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE:

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

(CORPORATE SEAL)

Approved as to form and correctness:

Shari L. McCartney, City Attorney

WITNESSES:

MANAGER

Rickelle Williams

Print Name

Print Name

EXHIBIT "A"

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, effective April 2, 2025, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), and Rickelle Williams, an individual, ("City Manager"), (each, a "Party," collectively, "Parties").

WHEREAS, by Resolution adopted March 4, 2025, the City Commission of the City of Fort Lauderdale, Florida, ("City Commission"), appointed Rickelle Williams as City Manager, effective April 2, 2025; and

WHEREAS, CITY desires to retain the services of Rickelle Williams as City Manager for the CITY. CITY is empowered to execute this Employment Contract, as provided by Section 4.05 of the Charter of the City of Fort Lauderdale, Florida; and

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

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 Rickelle Williams agree as follows:

1. DUTIES

CITY agrees to employ Rickelle Williams as City Manager of the City of Fort Lauderdale, Florida, pursuant to Section 4.05 of the Charter of the City of Fort Lauderdale, Florida. The City Manager agrees to perform all functions and duties faithfully, competently, professionally, and promptly, to the best of her ability.

2. TERM

This Employment Contract shall become effective as of April 2, 2025, and shall have a term of four (4) years, expiring at 11:59 p.m., April 1, 2029, unless it is terminated earlier or renewed as set forth herein.

3. TERMINATION, RESIGNATION, OR NON-RENEWAL

(A) This Employment Contract may be terminated by the CITY upon sixty (60) days' notice to City Manager, which notice shall specify the effective date of termination which shall not be less than sixty (60) days from the date said notice is given, unless a shorter period is agreed to by the City Manager. Any termination of this Employment Contract by the CITY shall entitle the City Manager to payment of a lump sum cash severance payment equal to the City Manager'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 City Manager 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 City Manager any severance pay or payout for accrued sick leave.

(B) City Manager may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the severance requirements of Section 3(A). In the event of the City Manager's removal or discharge, City Manager shall have no claim against the CITY except for the enforcement of this Employment Contract. City Manager expressly waives her right to have served upon her a written statement of specific reasons for her removal or discharge and her right to a public hearing before the City Commission and waives her right to reinstatement and her right to sue the CITY or the City Commission, except her right to enforce this Employment Contract.

(C) In the event City Manager intends to voluntarily resign employment with CITY, then City Manager 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 18 of this Employment Contract. Notwithstanding the foregoing, in the event that on or after the first anniversary of the Effective Date, the City Manager provides ninety (90) days prior written notice of her voluntary resignation, City Manager shall be entitled to payment of a lump sum cash severance payment equal to the City Manager's then-applicable aggregate base salary for twelve (12) 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).

(D) Should the City Commission not renew or extend the original or any succeeding term of this Employment Contract, this Employment Contract shall expire at the end of such original or succeeding term. In such event, the City Manager's employment shall simultaneously end with the expiration of the original or succeeding term or period. Should the City not renew this Agreement, it will either give City Manager 90 days' notice of intent not to renew or, if no notice is given, the City shall pay City Manager an amount equal to the severance pay provided in Section 3(A).

4. SALARY

(A) CITY agrees to pay the City Manager, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$350,000.00. City Manager agrees to accept such annual base salary for her 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) City Manager 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. City Manager shall be eligible for annual merit increases at the City Commission's discretion.

5. OUTSIDE ACTIVITIES

The employment provided for by this Employment Contract shall be the City Manager's

sole employment. The City Manager will not accept any other employment, paid or unpaid, while employed as city manager, except that non-compensated opportunities such as teaching, writing, community activities, pro-bono work or civic/charitable activities are allowed as long as the activity does not interfere with the duties as city manager and does not in any way reflect unfavorably on the CITY. In addition, recognizing that certain outside non-compensated opportunities with City Manager's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, City Manager may elect to accept opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Employment Contract. Notwithstanding the foregoing, as provided in Section 4.05 of the Charter of the City of Fort Lauderdale, Florida, City Manager shall not be or become engaged in any other occupation, and City Manager shall not serve on any committee, board, or as an officer of any enterprise, compensated or not, while in the city's service, except by approval of the City Commission by resolution.

6. HOURS OF WORK

The defined work week for the City Manager shall be a minimum of forty (40) hours. However, it is recognized and expected that, on occasion, the City Manager must devote time outside the normal office hours to the business of the CITY, and to that end, City Manager shall be allowed to establish an appropriate work schedule.

7. AUTOMOBILE

City Manager will receive, at City Manager's election, either (i) a City vehicle for the City Manager's personal use; or (ii) payment of a car allowance at a rate of \$700.00 per calendar month or at a rate established by the CITY for other Management Category I employees, whichever is greater. If City Manager elects the vehicle allowance, City Manager shall be responsible for owning or leasing or otherwise legally possessing an automobile for her use, obtaining and paying the premiums for liability, property damage, and comprehensive insurance, and the expenses of operation, maintenance, repair, and regular replacement of City Manager's personal automobile. If City Manager elects to utilize a City vehicle in lieu of the vehicle allowance, the CITY will perform regular maintenance on the City vehicle and replace the City vehicle as the CITY deems appropriate, and the CITY shall provide automobile liability insurance to cover all authorized use of the City vehicle.

8. VACATION AND SICK LEAVE

City Manager shall accrue, and have credited to City Manager'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, provided, however, that the City Manager's vacation time, including but not limited to management vacation time, shall be (i) front-loaded one years' worth of vacation time and accrued upon the Effective Date, and (ii) paid to the City Manager at any time, for 100% of all vacation time, management vacation time, or portion(s) thereof at the City Manager's request, at the City Manager's then-applicable base salary. After the first contract year,

each subsequent year's worth of vacation time will be credited in advance one year at a time. City Manager shall not take more than two weeks (fourteen calendar days) of vacation at any given time. At the termination or expiration of this Employment Contract, the City Manager shall be entitled to a payout of 100% of accrued vacation, management vacation, and sick time, at the City Manager'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, the City Manager shall be automatically entitled to such increase.

9. INSURANCE

(A) CITY agrees to put into effect as of the Effective Date and pay CITY's and City Manager's portions of premiums for group health, group dental, and group vision insurance, covering City Manager and City Manager'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 City Manager's and, if applicable, the City Manager's dependent's or dependents' meeting any medical qualifications and any other qualifications for each respective plan or policy.

(B) City Manager shall be afforded all benefits associated with the City Wellness Incentive Program to the same extent as are provided to the highest-level management employees of the CITY.

(C) CITY agrees to put into force as of the Effective Date and to make required premium payments for portable term life insurance subject to the controlling provisions of the group Basic Life/AD&D policy sponsored by the CITY. Portable term life insurance, as used herein, shall mean a policy which will permit the City Manager to change the ownership of the policy, to herself, at the time she leaves the office of City Manager. The portable term policy shall also provide coverage, payable to the City Manager's designated beneficiary or beneficiaries, in the amount of three times the City Manager's annual salary, subject to age reduction, in the event of the City Manager's death.

(D) CITY agrees to put into force as of the Effective Date and to make required premium payments for group long term disability insurance covering City Manager to the same extent and providing the same coverage as provided to City employee participants in the CITY's Section 401(a) Defined Contribution Money Purchase Plan in the amount and in the manner determined by the City Commission from time to time. In addition, CITY agrees to put into force as of the Effective Date and to make required premium payments for group short term disability insurance covering City Manager in the amount and in the manner determined by the City Commission from time to time.

10. RETIREMENT BENEFITS

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended or revised, City Manager shall, throughout the term of this Employment Contract, be a compulsory member of the Florida Retirement System

(FRS) Senior Management Service Class. The City will pay the applicable FRS employer contribution and one-half of City Manager's employee contribution, and City Manager will be responsible for one-half of the required FRS employee contribution. In addition, City Manager may participate in a Section 457 deferred compensation plan (the "Plan") that may be established and maintained by the CITY in accordance with and to the extent allowed by such plan and applicable laws and regulations. The City shall make an annual lump sum contribution on the City Manager's behalf into (a) the Plan, according to the terms of the Plan and applicable laws, as follows: (i) \$11,750, on April 2, 2026; (ii) \$15,000, on April 2, 2027; and (iii) \$20,000, on April 3, 2028, with such contribution subject to an automatic annual increase on the anniversary date of this Employment Contract each year of this Employment Contract thereafter in the maximum amount permitted by applicable law; and (b) upon City Manager's completion of twenty-four months of service as City Manager, an IRA account selected by the City Manager, in the amount of \$7,000 (or such lesser amount as may be required by applicable law); provided, however, that such IRA contribution shall be subject to an automatic annual increase to the maximum amount permitted by applicable law.

11. 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 City Manager's professional development and for the good of the CITY, as governed by CITY's ordinances, rules, regulations, and policies.

12. BONDING

CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

13. 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 City Manager, 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 City Manager as they would to the highest-level management employees of CITY, in addition to the benefits enumerated specifically for the benefit of City Manager 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, City Manager shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

14. NO REDUCTION OF BENEFITS

Fort Lauderdale, Florida 33301
(with a copy to the Human Resources Director)

City Manager: Rickelle Williams
Office of the City Manager
101 NE Third Avenue, Suite 2100
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.

19. 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.

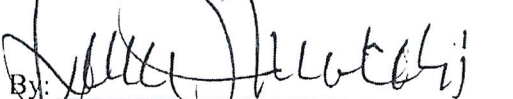
IN WITNESS OF THE FOREGOING, the CITY and Rickelle Williams execute this Employment Contract as follows:

ATTEST:


David R. Soloman, City Clerk

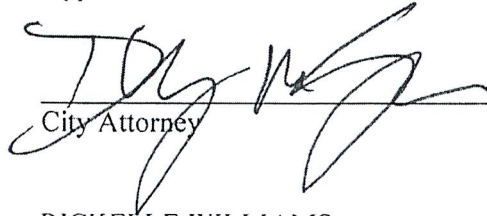


CITY OF FORT LAUDERDALE:

By: 
Dean J. Trantalis, Mayor

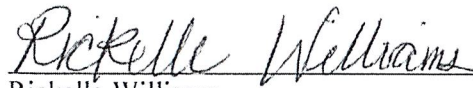
(CORPORATE SEAL)

Approved as to form and correctness:



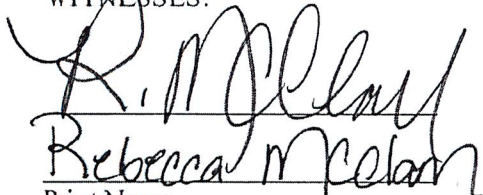
City Attorney

RICKELLE WILLIAMS

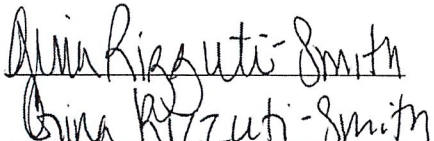


Rickelle Williams

WITNESSES:



Rebecca M. Kelan
Print Name



Gina Rizzuti-Smith
Print Name