

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, entered into and effective this ____ day of _____, 2025 ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), and Shari L. McCartney, an individual, ("City Attorney"), (each, a "Party," collectively, "Parties").

WHEREAS, by Resolution No. 25-__ adopted November 18, 2025, the City Commission of the City of Fort Lauderdale, Florida, appointed Shari L. McCartney as City Attorney, effective December 15, 2025; and

WHEREAS, CITY desires to retain the services of Shari L. McCartney as City Attorney for the CITY. CITY is empowered to execute this Employment Contract, as provided by Section 4.10 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 Attorney;

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 Shari L. McCartney agree as follows:

1. DUTIES

CITY agrees to employ Shari L. McCartney as City Attorney of the City of Fort Lauderdale, Florida, pursuant to Section 4.10 of the Charter of the City of Fort Lauderdale, Florida. The City Attorney agrees to perform all functions and duties faithfully, competently, professionally and promptly, to the best of her ability.

2. TERM

The term of employment under this Employment Contract shall commence as of December 15, 2025 ("Start Date") and shall have a term of four (4) years, expiring at 11:59 p.m., December 14, 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 Attorney, 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 Attorney. Any termination of this Employment Contract by the CITY shall entitle the City Attorney to payment of a lump sum cash severance payment equal to the City Attorney'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 (2025), as may be amended or revised, in the event the City Attorney is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes (2025), as may be amended or revised, the CITY shall not pay City Attorney any severance pay or payout for accrued sick leave.

(B) City Attorney 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 Attorney's removal or discharge, City Attorney shall have no claim against the CITY except for the enforcement of this Employment Contract. City Attorney 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 Attorney intends to voluntarily resign employment with CITY, then City Attorney 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 Start Date, the City Attorney provides ninety (90) days prior written notice of her voluntary resignation, City Attorney shall be entitled to payment of a lump sum cash severance payment equal to the City Attorney'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 Attorney'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 Attorney 90 (ninety) days' notice of intent not to renew or, if no notice is given, the City shall pay City Attorney an amount equal to the severance pay provided in Section 3(A).

4. SALARY

(A) CITY agrees to pay the City Attorney for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$350,000.000. City Attorney 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 Attorney 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 Attorney 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 Attorney's sole employment. The City Attorney will not accept any other employment, paid or unpaid, while employed as City Attorney, 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 Attorney and does not in any way reflect unfavorably on the CITY. Recognizing that certain outside non-compensated opportunities with the City Attorney's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Attorney 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 the Employment Contract.

6. HOURS OF WORK

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

7. AUTOMOBILE

City Attorney will receive payment of a car allowance at a rate of \$700.00 per month or at a rate established by the CITY for other Management Category I employees, whichever is greater. City Attorney 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 Attorney's personal automobile.

8. VACATION AND SICK LEAVE

City Attorney shall accrue, and have credited to City Attorney'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 Attorney'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 Start Date, and (ii) paid to the City Attorney at any time, for 100% of all vacation time, management vacation time, or portion(s) thereof at the City Attorney's request, at the City Attorney'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 Attorney 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 Attorney shall be entitled to a payout of 100% of accrued vacation, management vacation, and sick time, at the City Attorney'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 Start Date and pay the CITY's and City Attorney's portions of premiums for group health, group dental, and group life insurance, covering the City Attorney and City Attorney's eligible dependents, to the same extent and providing the same coverage and benefits provided Management Category I employees of the CITY, as determined by the CITY in the CITY's sole discretion, in amounts and in the manner determined by the City of Fort Lauderdale City Commission from time to time, and conditioned upon the City Attorney's and, if applicable, the City Attorney's dependent's or dependents' meeting any medical qualifications and any other qualifications for each respective plan or policy.

(B) City Attorney shall be afforded all benefits associated with the City Wellness Incentive Program to the same extent as provided to the highest-level management employees of the CITY. The CITY will provide City Attorney with a monthly allowance in the amount of \$200.00 to defray the costs of participating in third party wellness program.

(C) CITY agrees to put into force as of the Start Date and to make required premium payments for portable term life insurance policy 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 Attorney to change the ownership of the policy, to herself, at the time she leaves the office of City Attorney. The portable term policy shall also provide coverage, payable to the City Attorney's designated beneficiary or beneficiaries, in the amount of three (3) times City Attorney's annual salary, subject to age reduction, in the event of the City Attorney's death.

(D) CITY agrees to put into force as of the Start Date and to make required premium payments for group long term disability insurance covering City Attorney 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 Start Date and to make required premium payments for group short term disability insurance covering City Attorney 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 Attorney shall, throughout the term of this Employment Contract and any subsequent renewal, be a compulsory regular class member of the Florida Retirement System (FRS). The City will pay the applicable FRS employer contribution and one-half of City Attorney's employee contribution, and City Attorney will be responsible for one-half of the required FRS employee contribution. In addition, City Attorney may participate in a deferred compensation (Section 457) plan ("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 Attorney's behalf into the Plan, according to the terms of the Plan and applicable laws, at the maximum amount permitted under the Plan and applicable law, on December 15, 2026, and each December 15th thereafter.

11. DUES AND SUBSCRIPTIONS

CITY agrees to budget for and to pay therefrom all of City Attorney's applicable Bar dues, including but not limited to, the Florida Bar, the U.S. District Court for the Southern District of Florida, the Eleventh Circuit Court of Appeals, and any other court of competent jurisdiction in which the City Attorney is licensed to practice law, as well as other reasonable professional dues and subscriptions of the City Attorney necessary for the City Attorney's participation in national, state associations and organizations that the CITY agrees are necessary and desirable for both City Attorney's continued professional participation, growth and advancement and for the good of the CITY.

12. PROFESSIONAL DEVELOPMENT

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

(B) The foregoing expenses shall be paid as prescribed by CITY ordinances, rules, regulations, policy and standards, and will be afforded to City Attorney to the same extent as such expenses are paid for the highest-level management employees of the CITY and shall be contingent on the appropriation and availability of funds.

13. BONDING

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

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

15. NO REDUCTION OF BENEFITS

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

16. INFORMATION AND COMMUNICATIONS TECHNOLOGY

(A) The CITY will provide City Attorney with adequate and reasonable information and communications hardware, software, and services to support her in the performance of her duties as City Attorney, except that CITY will not provide City Attorney with a mobile telephone.

(B) The CITY will provide City Attorney with a monthly allowance in the amount of \$200.00 or at a rate established by the City for other Management Category I employees, whichever is higher, to defray the costs of using a mobile telephone.

17. LONGEVITY BONUS

To incentivize the City Attorney's long-term tenure and promote management stability for the benefit of the City, upon the third anniversary of the Start Date (December 15, 2028), City Attorney shall receive a lump-sum bonus in the amount of three percent (3%) of the City Attorney's then-applicable base salary. Each anniversary thereafter, the City Attorney shall receive a lump-sum bonus in the amount of one percent (1%) of the City Attorney's then applicable base salary.

18. 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
One East Broward Boulevard, Suite 444
Fort Lauderdale, Florida 33301
(with a copy to the Human Resources Director)

City Attorney: Shari L. McCartney
Office of the City Attorney
One East Broward Boulevard, 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.

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.

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IN WITNESS OF THE FOREGOING, the CITY and Shari L. McCartney execute this Employment Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE:

DAVID R. SOLOMAN
City Clerk

By: _____
DEAN J. TRANTALIS
Mayor

(CORPORATE SEAL)

Date: _____

By: _____
RICKELLE WILLIAMS
City Manager

Approved as to Form and Correctness:

By: _____
D'WAYNE M. SPENCE
Interim City Attorney

WITNESSES:

SHARI L. MCCARTNEY

By: _____
Shari L. McCartney

Print Name

Print Name