RESOLUTION NO. 92-173

A RESOLUTION OF THE CITY COMMISSION OF THE OF FORT LAUDERDALE, FLORIDA, AMENDING RESOLUTION 90-80 AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT CONTRACT OF EMPLOYMENT WITH GEORGE L. HANBURY, II TO PROVIDE FOR A \$100 INCREASE IN THE MONTHLY AUTOMOBILE EXPENSE ALLOWANCE AND A FIVE PERCENT IN THE COMPENSATION PAID TO INCREASE MANAGER GEORGE L. HANBURY, II.

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

That Section 4. of Resolution No. 90-80 is hereby amended SECTION 1. to read as follows:

> That the salary of the City Manager SECTION 4. is hereby fixed and established at \$104,888.00 \$110,132.40 per year, payable biweekly.

That the proper City officials are hereby authorized to SECTION 2. execute an Amendment to the Employment Contract between the City and George L. Hanbury II, to provide for a \$100 increase in the monthly automobile expense allowance and a five percent net increase in the compensation paid to City Manager, George L. Hanbury,

That this Resolution shall become effective immediately SECTION 3. upon its adoption by the City Commission.

ADOPTED this the 20th day of October, 1992.

JIM NAUGLE

ATTEST:

SANDRA J. NEWSOM

AMENDMENT TO EMPLOYMENT CONTRACT

THIS IS AN AMENDMENT to the Employment Contract 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".

WHEREAS, the Employer and Employee entered into an Employment Contract, which Employment Contract was authorized by Resolution No. 90-80, adopted March 21, 1990, of the City Commission of the City of Fort Lauderdale, Florida; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, by Resolution No. 92-173, adopted October 20, 1992, authorized this Amendment to the Employment Contract between the City of Fort Lauderdale, Florida and George L. Hanbury, II.

In consideration of the mutual promises and covenants set forth below, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. That Paragraph 6., entitled "<u>SALARY</u>", of said Employment Contract is hereby amended to read as follows:

6. SALARY.

Employer agrees to pay Employee, for employment services described in and rendered pursuant to this Contract, an annual salary of \$110,132.40 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.

2. That Paragraph 7., entitled "HOUSING ALLOWANCE", of said Employment Contract is hereby amended to read as follows:

7. HOUSING ALLOWANCE.

Employee shall receive a housing allowance of \$1,000.00 per month, payable on the first of each month.

Exhibit 2 Agenda Memo 12-1291 Page 2 of 4 3. That Paragraph 10., entitled "AUTOMOBILE", of said Employment Contract is hereby amended to read as follows:

10. <u>AUTOMOBILE</u>.

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 in the amount of \$440.00 per month, (\$340.00 pursuant to established City benefit package and \$100.00 as a supplemental car allowance). Said payment shall be made at the same time each month that other employees have a car allowance payment. 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.

4. That Paragraph 13., entitled "RETIREMENT", of said Employment Contract is hereby amended to read as follows:

13. RETIREMENT.

In addition to participation in said deferred compensation plan, the City shall provide Employee with an annual pension benefit of \$23,644.95, which amount shall be increased from time to time by the same percentage as the Employee's salary is increased.

5. That Paragraph 19., entitled "NOTICES", of said Employment Contract is hereby amended to read as follows:

19. NOTICES.

(2) EMPLOYEE: George L. Hanbury, II #807, The Four Seasons 333 Sunset Drive Fort Lauderdale, Fl. 33301

- That in all other respects the Employment Contract between Employer, City of Fort Lauderdale, Florida and Employee, George L. Hanbury, II, dated March 21, 1990, shall remain the same and in full force and effect.
- That this Amendment to Employment Contract between Employer, City of Fort Lauderdale, Florida and Employee, George L. Hanbury, II, shall be effective on October 20, 1992.

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

WITNESSES:

EMPLOYER,

CITY OF FORT LAUDERDALE, FLORIDA

By

ATTEST:

Clerk

Approved as to form

WITNESSES:

EMPLOYEE,

GEORGE L. HANBURY, II

(CORPORATE SEAL)

LAP: AmEmpAgtGLH