

City of Fort Lauderdale

City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
www.fortlauderdale.gov



Meeting Minutes - APPROVED

Friday, June 7, 2013

City Attorney Negotiations

Law Library of City Attorney's Office

JOHN P. "JACK" SEILER Mayor – Commissioner
BOBBY B. DuBOSE Commissioner - District III
ROMNEY ROGERS Commissioner - District IV

LEE R. FELDMAN, City Manager
JONDA K. JOSEPH, City Clerk
HARRY A. STEWART, City Attorney

Meeting was called to order at 9:52 A.M. by Mayor Seiler.

ROLL CALL

Present: 3 - Mayor John P. "Jack" Seiler, Commissioner Bobby B. DuBose and Commissioner Romney Rogers

Also Present: 5 - City Manager Lee R. Feldman, City Clerk Jonda K. Joseph, City Attorney Harry A. Stewart, Maureen Richards, Secretary to City Attorney, AND Cynthia A. Everett, candidate for position of City Attorney and Sam Goren, representing Ms. Everett, and Maxine Singh, Tracy Roach and Robbi Uptegrove of the City Commission Office

Mayor Seiler hoped this negotiation will be successful. This Commission works as a team and they are trying to move this forward together. He went on to comment that he tries to only deal with multi-district, external or citywide. Each commissioner is the mayor of their district. The charter officers also work as a team. Mr. Stewart has served as his right hand and he expects Mr. Everett to serve in that role also. He reviewed the City's offer which is attached.

Ms. Everett thought that the City Manager was receiving disability insurance and it is reflected in his contract to the extent of \$4,000. The City Manager advised that he does not have disability insurance. Ms. Everett indicated if it is indeed not a benefit offered, she would not expect an exception to be made. Mayor Seiler advised if it is offered to the City Manager, he would offer it to her. The City Attorney confirmed that there is no disability insurance provided in the City Manager's contract. Ms. Everett offered to provide what she saw.

Ms. Everett was concerned about the vehicle allowance amount in comparison with what is provided to the City Manager. In the context of the lower salary and retirement and absence of longevity, it puts the City Attorney in a lower financial position than the City Manager and City Auditor. She felt there should be some equity for the City Attorney.

Mayor Seiler asked that Ms. Everett provide a list of pre-existing commitments.

Mayor Seiler suggested a start date of July 1 that will overlap with Mr. Stewart, whose last day of employment is July 11. Ms. Everett agreed. Mayor Seiler was looking to bring the employment contract to the Commission on June 18. As to relocation, Mayor Seiler indicated that the date of January 1, 2014 is a target and if there is a problem, she should bring it to the Commission's attention. Ms. Everett indicated it will be worked out.

Mr. Goren concluded that the only open item is the salary amount. Ms. Everett will provide a response on the salary amount. The City Attorney will provide Mr. Goren a draft employment contract.

The meeting concluded at 9:50 a.m.

JUN 7, 2013

Cynthia Everett – Employment Negotiations

	Counter-Offer	City's Offer
Salary	\$199,000.00 annually	\$185,000.00
Vehicle Allowance	\$592.00 monthly – See Section 9 of City Manager's employment contract	\$390.00
Vacation Days	See Section 10 of City Manager's employment contract	Same as Management Level 1
Management Days	See Section 10 of City Manager's employment contract	Same as Management Level 1
Sick Leave	See Section 10 of City Manager's employment contract	Same as Management Level 1
Holidays	Acceptable	Same as Management Level 1
Longevity Pay	Absence of longevity pay factored into salary proposal. In the alternative, a reasonable amount should go toward retirement in lieu of longevity.	Not Available
Retirement	See Section 12 of City Manager's employment contract.	9% as currently exists
Health Insurance	See Section 11 of the City Manager's employment contract	Same as Management Level 1
Dental Insurance	Acceptable	Same as Management Level 1
Life Insurance	See Section 11 of City Manager's employment contract	City will pay for convertible term life insurance policy in amount 2 times annual salary
Vision	It was unclear whether this is covered under the City's health insurance premium. If not, City pays for reasonable elected coverage.	Same as Management Level 1
Disability	City pays for coverage equal to annual salary.	No
Supplemental Insurance	City pays for reasonable elected coverage, at the City Attorney's request.	No
Wellness Incentive	Acceptable	Same as Management Level 1
Dues / Subscriptions	See Section 13 of City Manager's employment contract	Subject to budget approval

	Counter-Offer	City's Offer
Travel/Conference	See Section 14 of City Manager's employment contract. Please note that Ms. Everett is committed to attend several conferences in the coming months.	Subject to budget approval – list current commitments in contract for approval
Severance / Fringe Benefits	Lump sum payment of 20 weeks from the commencement of employment if City Attorney is terminated for any reason other than misconduct as defined by Section 443.036(30), F.S.; City will pay for transitional health, dental, vision and disability insurance for 9 months.	1 st year – 8 weeks 2 nd year – 12 weeks 3 rd year – 16 weeks 4 th year – 20 weeks
Relocation Expenses	Lump sum payment of \$10,000.00 upon hire date; if City Attorney is terminated within one year, relocation expenses of \$10,000.00 to be paid within 10 days of termination date.	Reimbursement - not to exceed \$10,000.00
Communication Equipment	City Attorney shall be provided with the same communication equipment (i.e. cellular telephone, laptop computer, etc...) provided to the highest level management employees of the City.	OK
No Reduction of Benefits	See Section 18 of City Manager's employment contract.	OK
Hours of Work	See Section 8 of City Manager's employment contract.	OK

1. Private Practice of Law – Close out remaining matters on or before January 1, 2014. 7
2. Outside Employment – Teaching and speaking activities only with prior approval – 7
list current commitments for approval.
3. Merit Increase - As City may determine on basis of annual performance review. 6B
4. Establish Residency in City of Fort Lauderdale on or before January 1, 2014. 16B