

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

20

Today's Date: <u>3 / 5 /2025</u>

DOCUMENT TITLE: RICKELLE WILLIAMS - EMPLOYMENT CONTRACT			
COMM. MTG. DATE: 3/4/2025 CA	AM #: <u>25-0087</u>	<u>2</u> CAM attached: ⊠YES ⊡NO	
Routing Origin: CAO Router Nam	ne/Ext: <u>J. Larregui/5106</u> Ac	tion Summary attached: ⊠YES □NO	
CIP FUNDED: ☐ YES ⊠ NO	least 10 years and a cost of at least \$ (land, buildings, or fixtures) that add v	provement Projects defined as having a life of at 50,000 and shall mean improvements to real property alue and/or extend useful life, including major repairs Real Property" include: land, real estate, realty, or real.	
1) City Attorney's Office: Docume	ents to be signed/routed? 🗵	YES NO # of originals attached: 2	
Is attached Granicus document Fina	al? ⊠YES □NO Appro	oved as to Form: YES NO	
	<u>Wayne M. Spence</u> torney's Name	PMS ST Initials	
2) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 03/06/25			
3) City Manager's Office: CMO LC Assigned to: RICKELLE WILLIAMS Keep 1 Original and Forward 1	⊠ (City Manager)		
4) City Clerk: Scan original and for		arregui/CAO/Ext. 5106	
Attach certified Reso # ☐YES ⊠NO			

Rev. 3/5/2025



#25-0087

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

March 4, 2025

TITLE:

Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1, 2, 3

and 4)

Recommendation

In accordance with the City Commission's decision rendered at the February 4, 2025, City Commission Meeting, staff recommends the City Commission adopt a resolution appointing Rickelle Williams as City Manager of the City of Fort Lauderdale effective April 2, 2025, approving an Employment Contract with Ms. Williams, and authorizing the Mayor to execute the Employment Contract.

Background

The City Commission authorized executive search services for recruitment of a qualified candidate to be the City Manager for the City of Fort Lauderdale. As a result of this search, on February 4, 2025, (CAM #25-0061), the City Commission selected Rickelle Williams to serve as City Manager and authorized the Mayor to conduct discussions with Ms. Williams for the purpose of presenting terms for a proposed employment contract to the City Commission for consideration. A proposed Employment Contract is attached as Exhibit 2.

Resource Impact

The proposed City Manager Employment Contract will be funded from the City Manager's FY 2025 operating budget.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Internal Support Focus Area
- Implementation Element
- Goal 1: Fort Lauderdale Comprehensive Plan shall accomplish City's Fast Forward Fort Lauderdale 2035 Vision Plan regarding the City's future growth and the six Cylinders of Excellence and shall be the City's primary policy document to guide all of its activities and development.

Attachments

Exhibit 1 – Resolution

Exhibit 2 – Proposed Employment Contract

Prepared by:

Kristin Milligan, Deputy Director of Human Resources

Department Director:

Jerome Post, Director of Human Resources

DMS _{M-4} <u>25-0078</u>	Motion Approving a First Amendment to the Comprehensive Agreement with My Park Initiative, LLC - (Commission District 4) APPROVED
	Yea: 5 - Commissioner Sorensen, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
DMS M-5 <u>25-0276</u>	Motion Selecting Façade Design for an Approved Site Plan Level II Development Permit Application - 201 N Federal Highway, LLC - 201 North Federal Highway - Case No. UDP-S22081 - (Commission District 2) APPROVED
	Yea: 5 - Commissioner Sorensen, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
RESOLUTIONS	
R-1 <u>25-0258</u> CLERK	Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)
25-35	ADOPTED AS AMENDED
	Yea: 5 - Commissioner Sorensen, Commissioner Herbst, Vice Mayor
	Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
PGB R-2 25-0087	Glassman, Commissioner Beasley-Pittman and Mayor Trantalis Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1, 2, 3 and 4)
PGB R-2 <u>25-0087</u>	Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1,
	Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1, 2, 3 and 4)
	Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1, 2, 3 and 4) ADOPTED Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner
	Resolution Appointing Rickelle Williams as City Manager of the City of Fort Lauderdale, effective April 2, 2025 - (Commission Districts 1, 2, 3 and 4) ADOPTED Yea: 4 - Commissioner Sorensen, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

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 ACTIVITES

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. <u>AUTOMOBILE</u>

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

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

15. MOVING EXPENSES / RESIDENCY WITHIN THE CITY

CITY will pay City Manager a moving allowance in the lump-sum amount of \$10,000.00, to defray the costs of moving her household to the City of Fort Lauderdale upon City Manager's provision of proof to the CITY of the purchase or lease of a residence in the City of Fort Lauderdale, Florida. City Manager shall reimburse CITY the \$10,000 moving allowance forthwith if: (i) the City Manager fails to commence her appointment as City Manager; (ii) the City Manager terminates her employment with CITY within one (1) year following the Effective Date; or (iii) the City terminates the City Manager's employment for misconduct pursuant to Section 3(A) within one (1) year following the Effective Date. Consistent with the City Charter's residency requirement, City Manager shall reside within the geographic bounds of the City of Fort Lauderdale, Florida, during her term of office, except that City Manager shall have a grace period of up to nine months following the Effective Date of this Employment Contract within which to establish her residency within the city limits of the City of Fort Lauderdale, Florida.

16. INFORMATION AND COMMUNICATIONS TECHNOLOGY

- (A) The CITY will provide City Manager with adequate and reasonable information and communications hardware, software, and services to support her in the performance of her duties as City Manager, except that CITY will not provide City Manager with a mobile telephone.
- (B) The City will provide City Manager with a monthly allowance in the amount of \$200.00, to defray the costs of using a mobile telephone.

17. LONGEVITY BONUS.

To incentivize the City Manager's long-term tenure and promote management stability for the benefit of the City, upon the third anniversary of the Effective Date (April 2, 2028), City Manager shall receive a lump-sum bonus in the amount of three percent (3%) of the City Manager's then-applicable base salary. Each anniversary thereafter, the City Manager shall receive a lump-sum bonus in the amount of one percent (1%) of the City Manager'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

1 East Broward Blvd., Suite 444

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

CITY OF FORT LAUDERDALE:

Dean J. Trantalis, Mayor

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(CORPORATE SEAL)

Approved as to form and correctness:

City Attorney

RICKELLE WILLIAMS

Rickelle Wi

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WITNESSES:

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Print Name