

RESOLUTION NO. 13-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPOINTING CYNTHIA A. EVERETT AS CITY ATTORNEY OF THE CITY OF FORT LAUDERDALE, EFFECTIVE JULY 1, 2013, AND FIXING HER COMPENSATION THEREFOR.

WHEREAS, the City Commission has received the resignation of City Attorney Harry A. Stewart, which resignation becomes effective at midnight on July 11, 2013; and

WHEREAS, pursuant to Resolution No. 13-103, adopted on May 13, 2013, the City Commission authorized the Mayor to negotiate a contract of employment with Cynthia A. Everett as City Attorney; and

WHEREAS, such contract for employment has been negotiated; and

WHEREAS, the City Commission is desirous of appointing Cynthia A. Everett as City Attorney;

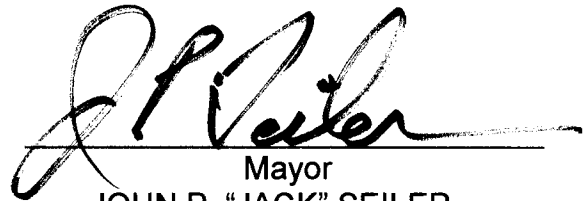
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Cynthia A. Everett be and she is hereby appointed and designated as City Attorney of the City of Fort Lauderdale, Florida.

SECTION 2. That the compensation to be paid said City Attorney for her services shall be in accordance with the terms and conditions of the Employment Contract attached hereto and incorporated herein.

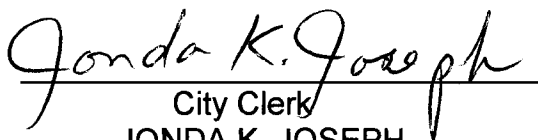
SECTION 3. That the proper City Officials are hereby authorized to execute the employment contract attached hereto.

ADOPTED this the 18th day of June, 2013.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

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EMPLOYMENT CONTRACT

THIS IS AN EMPLOYMENT CONTRACT (the "Contract"), entered into on June 18, 2013, by and between:

CITY OF FORT LAUDERDALE, FLORIDA, a Florida
municipal corporation, (hereinafter, "City" or "Employer").

and

CYNTHIA A. EVERETT, an individual, (hereinafter,
"Employee" or "City Attorney").

By resolution adopted the 18th day of June, 2013, the City Commission of the City of Fort Lauderdale, Florida, selected Cynthia A. Everett to serve as City Attorney.

City desires to retain the services of Cynthia A. Everett as City Attorney for the City. City is empowered to execute this Contract, as provided by Section 4.10 of the Charter of the City.

It is the desire of City to provide certain benefits, establish certain conditions of employment and to prescribe working conditions of the City Attorney as set forth in this contract.

In consideration of the mutual covenants contained in this Contract and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. RECITALS.

The foregoing recitals are true, correct and incorporated into this Employment Contract.

2. DUTIES.

City agrees to employ Cynthia A. Everett as City Attorney of the City of Fort Lauderdale, Florida, to perform the functions and duties set forth in the City's Charter, ordinances, regulations, rules, policies and standards, associated with the office, and to perform other associated and legally required duties and functions as City shall direct and from time to time assign to City Attorney. This section shall not operate to exclude the Mayor or any individual City Commissioner from seeking legal advice from City Attorney on matters related to his or her duties as the Mayor or City Commissioner. City Attorney agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Attorney's ability.

3. TERM.

This agreement shall remain in full force and effect from July 1, 2013, until terminated by the Employer or Employee as provided in Section 5 of this agreement.

4. SUSPENSION.

City may suspend the City Attorney for just cause, with or without full pay and benefits, at any time during the term of this Contract. Just cause shall be defined as serious job-related misconduct, charged with a crime involving moral turpitude or a felony criminal conviction. Employer may suspend the Employee without just cause with full pay and benefits at any time during the term of this Contract.

5. TERMINATION OR RESIGNATION.

(A) This Contract may be terminated by the City upon sixty (60) days written notice to City Attorney, which notice shall specify the effective date of termination which shall be not less than sixty (60) days from the date said written notice is given, unless a shorter period is agreed to by the City Attorney. Any termination of this Contract by the City shall entitle the City Attorney to payment of a lump sum cash severance payment equal to the aggregate salary and benefits for eight (8) weeks in the first year of this agreement, twelve (12) weeks in the second year of this agreement, sixteen (16) weeks in the third year of this agreement, and twenty (20) weeks in the fourth and following years of this agreement.

(B) City Attorney may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the termination requirements of her Contract, and if removed or discharged the City Attorney shall vacate the office upon adoption of the Resolution and payment of any and all sums due the City Attorney. The rights of the City and the duties imposed upon the City towards her under this Contract shall remain in full force and effect until the termination of this Contract. In the event of her removal or discharge, City Attorney shall have no claim against the City except for the enforcement of this 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 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 19 of this contract.

6. SALARY.

City agrees to pay City Attorney, for employment services described in and rendered pursuant to this Contract, as follows;

(A) Employer agrees to pay Employee, for employment services described in and rendered pursuant to this Contract, an initial annual base salary of \$193,000.00. Employee 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 Employees are paid.

(B) In addition, City agrees to increase such base salary, other benefits or both, including but not limited to, life insurance, disability insurance, vehicle allowance, medical/dental insurance, of Employee in such amounts as given to other Management Category I employees, including, but not limited to cost of living increases, and may grant merit increases to such extent as the City may determine that it is desirable to do so on the basis of an annual performance review.

7. OUTSIDE ACTIVITIES.

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside non-compensated opportunities with the Employee's professional associations, local government organizations and other governmental organizations provide indirect benefits to the Employer and the community, the Employee may elect to accept opportunities with the understanding that such arrangements shall require prior approval of the City Commission, and not constitute interference with nor a conflict of interest with her responsibilities under this Agreement. Notwithstanding the foregoing, City Attorney shall have until January 1, 2014, to close out all remaining matters in her private practice of law.

8. 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, Employee shall be allowed to establish an appropriate work schedule.

9. AUTOMOBILE.

City Attorney will receive payment of a car allowance at a rate the same as Management Category I employees of **\$390.00** (currently) per month to cover any automobile expenses including, but not limited to, purchase price or rental payments, accelerated depreciation, parts, labor, tires, fuel, oil, insurance, and any other payments related thereto. 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.

10. VACATION AND SICK LEAVE.

City Attorney shall accrue, and have credited to City Attorney's personal account, vacation, legal and personal holidays, and sick leave at the same rate and subject

to the same conditions as the highest level management category employees of the City, including provisions governing accrual and payment thereof on termination of employment for any reason.

11. INSURANCE AND PHYSICAL EXAMINATIONS.

(A) Employer agrees to put into effect and pay the City's portion of premiums for group health, group dental, and group life insurance, covering the Employee, 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, conditioned upon the Employee's payment of the Employee's portion of the premiums for Employee coverage, and Employee's payment of premiums for dependent coverage, if any, in the amounts and in the manner determined by the City of Fort Lauderdale City Commission from time to time, and conditioned upon the Employee's and, if applicable, the Employee'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 physical examinations and 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 and to make required premium payments for a convertible term life insurance policy. Convertible 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 convertible term policy shall also provide coverage, payable to City Attorney's designated beneficiary or beneficiaries, in the amount of two (2) times City Attorney's annual salary in the event of the City Attorney's death.

12. RETIREMENT.

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended or revised, Employee may enroll and participate in the City's Section 401(a) defined contribution plan during the term of this Employment Contract. In addition, Employee may participate in a deferred compensation (Section 457) plan that may be established and maintained by the City by contributing Employee's funds via payroll deduction in accordance with and to the extent allowed by such plan and applicable laws and regulations. Current rules governing City's Section 401(a) plan requires a 9% contribution of City Attorney's annual salary by the City.

13. DUES AND SUBSCRIPTIONS.

City agrees to budget and to pay for reasonable professional dues and subscriptions of City Attorney necessary for City Attorney's participation in national, state and local 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.

14. PROFESSIONAL DEVELOPMENT.

(A) City agrees to pay for the travel and subsistence expenses of City Attorney for conferences, short courses, institutes and seminars that the City agrees are necessary for both 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 appropriation of funds.

15. BONDING.

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

16. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT.

(A) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the City relating to vacation and sick leave, holidays, longevity pay, severance pay and other fringe benefits including management leave 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 Contract. To the extent this Contract provides for benefits in excess of that applicable to the highest level management employees of the City, City Attorney shall receive such higher level of benefits as set forth in this Contract.

(B) City Attorney shall, within six (6) months of the effective date of this Agreement, establish a residence within the municipal boundaries of the City of Fort Lauderdale and maintain such residence for the duration of the Agreement.

17. MOVING AND RELOCATION EXPENSES.

The Employer shall pay a lump sum to City Attorney for moving and relocation expenses in an amount not to exceed Ten Thousand (\$10,000.00) Dollars.

18. NO REDUCTION OF BENEFITS.

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

19. NOTICES.

CITY: Notice pursuant to this Contract served upon the City 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
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

CITY ATTORNEY: Notice pursuant to this Contract served upon the City Attorney may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City Attorney: **Cynthia A. Everett**
Office of the City Attorney
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

as well as

Cynthia A. Everett
At Her Personal Residence
Fort Lauderdale, Florida 33301

20. GENERAL PROVISIONS.

(A) The provisions of this 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 Contract.

(B) If any provision, or any portion of a provision contained in this Contract is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Contract, or such portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(C) No alteration, modification or amendment of this Contract shall be effective unless contained in writing, executed between the parties in a document of equal dignity with this Contract.

(D) The City Attorney waives the privilege of venue and agrees that any litigation involving this Contract shall take place in the appropriate State court, in and for Broward County, Florida, or if in a Federal court, the appropriate court for the Southern District of Florida.

(E) This Contract shall be construed and administered in accordance with Florida and any other applicable law.

