EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, entered into this 30th day of June, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), and Greg Chavarria, an individual, (hereinafter "Greg Chavarria" or "City Manager") (collectively, "Parties").

WHEREAS, by Resolution, adopted June 21, 2022, the City Commission of the City of Fort Lauderdale, Florida, appointed Assistant City Manager Greg Chavarria as City Manager, effective July 23, 2022;

WHEREAS, CITY desires to retain the services of Greg Chavarria 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; 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 Greg Chavarria agree as follows:

1. DUTIES

CITY agrees to employ Greg Chavarria as City Manager 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 legally required duties and functions as CITY shall direct and from time to time. City Manager agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Manager's ability.

2. TERM

This agreement shall be in full force and effect from July 23, 2022, until terminated by CITY or City Manager, as provided in Section 4 of this Employment Contract.

3. SUSPENSION

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

4. TERMINATION OR RESIGNATION

(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 aggregate salary and benefits for eight (8) weeks in the first year of this Employment Contract, twelve (12) weeks in the second year of this Employment Contract, sixteen (16) weeks in the third year of this Employment Contract, and twenty (20) weeks in the fourth and following years of this Employment Contract, except that, in accordance with the prohibition contained in Section 215.425(4)(a)(2), Florida Statutes, in the event the City Manager is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended or revised, the CITY shall not pay City Manager any severance pay.

(B) City Manager may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the severance requirements of Section 4(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 his right to have served upon him a written statement of specific reasons for his removal or discharge and his right to a public hearing before the City Commission and waives his right to reinstatement and his right to sue the CITY or the City Commission, except his 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 17 of this Employment Contract.

5. 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 $275,000.00. City Manager agrees to accept such annual base salary for his 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) 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 City Manager 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.

6. OUTSIDE ACTIVITES

The employment provided for by this Employment Contract shall be the City Manager's sole employment. Recognizing that certain outside non-compensated opportunities with the City Manager's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Manager may elect to accept opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Contract.

7. 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 business of the CITY, and to that end, City Manager shall be allowed to establish an appropriate work schedule.

8. AUTOMOBILE

City Manager will receive payment of a car allowance at a rate of $592.00 per month or at a rate established by the CITY for other Management Category I employees, whichever is greater. City Manager shall be responsible for owning or leasing or otherwise legally possessing an automobile for his 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.

9. VACATION AND SICK LEAVE

City Manager shall accrue, and have credited to City Manager's personal account, vacation, legal and personal holidays, and sick leave at the same rate and subject to the same conditions as other Management Category I employees of CITY, including but not limited to, management vacation days. For purposes of vacation and sick leave accruals, City Manager's date of employment with the CITY shall be unaffected by this Employment Contract.

10. INSURANCE AND PHYSICAL EXAMINATIONS

(A) CITY agrees to put into effect and pay the CITY's portion of premiums for group health, group dental, and group life insurance, covering the City Manager, 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 City Manager's payment of the City Manager's portion of the premiums for employee 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 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 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 Manager to change the ownership of the policy, to himself, at the time he leaves the office of City Manager. The convertible term policy shall also provide coverage, payable to the City Manager's designated beneficiary or beneficiaries, in the amount of two (2) times City Manager's annual salary in the event of the City Manager's death.

11. 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 continue to participate in the CITY's Section 401(a) defined contribution plan during the time of this Employment Contract. In addition, City Manager may participate in a deferred compensation (Section 457) plan that may be established and maintained by the CITY by contributing City Manager'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 Manager's annual salary by the CITY.

12. DUES AND SUBSCRIPTIONS

CITY agrees to budget for and to pay therefrom reasonable professional dues and subscriptions of City Manager necessary for City Manager's participation in national, and state, and local associations and organizations that are necessary and desirable for both City Manager's continued professional participation, growth and advancement, and for the good of the CITY.

13. PROFESSIONAL DEVELOPMENT

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

(B) The foregoing expenses shall be paid as prescribed by CITY law, rules, regulations, policy and standards, and will be afforded to City Manager 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.

14. BONDING

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

15. 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 other 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, severance pay 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 that 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.

16. 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.

17. MOVING EXPENSES

City Manager shall be reimbursed up to $5,000.00 for the direct costs of moving his household to the City of Fort Lauderdale. The moving expense reimbursement is refundable to CITY if the City Manager fails to commence his appointment as City Manager, or in the event the City Manager terminates his employment with CITY within two years of his commencement date.

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 100 North Andrews Avenue Fort Lauderdale, Florida 33301 (with a copy to the Human Resources Director)
City Manager:	Greg Chavarria Office of the City Manager 100 North Andrews Avenue 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, 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 Employment Contract shall be effective unless contained in writing and executed between 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 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 any other applicable law.

Greg Chavarria

IN WITNESS OF THE FOREGOING, the CITY and ~~Christopher J. Lagerbloom~~ execute this Employment Contract as follows:

ATTEST:

David R. Soloman, City Clerk

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE:

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria

WITNESSES:

_____

Aimee Lauro
Print Name

_____

Katerina Skowronski
Print Name

Approved as to Form:

_____
~~A~~lain E. Boileau, City Attorney

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH!

Today's Date: 6/29/2022

DOCUMENT TITLE: GREG CHAVARRIA – EMPLOYMENT CONTRACT

COMM. MTG. DATE: 06/21/2022 **CAM #:** 22-0623 **ITEM #:** CR-6 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** J. Larregui/5106 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 2

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 6/30/22 Alain E. Boileau (Attorney's Name) AB (Initials)

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2) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date:** 06/30/22

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3) City Manager's Office: CMO LOG #: Jun. 52 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

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4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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5) City Clerk: Scan original and forwards 1 original to: **Greg Chavarria** and 1 to City Manager's Office

Attach __ certified Reso # _____ ☐YES ☒NO **Original Route form to J. Larregui/CAO**

(2x) 07/ /22

Rev. 9/10/2020