

RESOLUTION NO. 18-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPOINTING ALAIN E. BOILEAU AS CITY ATTORNEY OF THE CITY OF FORT LAUDERDALE, EFFECTIVE SEPTEMBER 4, 2018, AND ESTABLISHING HIS COMPENSATION THEREFOR.

WHEREAS, the City Commission of the City of Fort Lauderdale ("City Commission") approved a Motion on August 21, 2018, authorizing Commissioner Robert L. McKinzie and City Manager Lee R. Feldman to negotiate a contract of employment with Alain E. Boileau as City Attorney; and

WHEREAS, such contract for employment has been negotiated and contains terms and conditions of employment acceptable to the City Commission; and

WHEREAS, the City Commission is desirous of appointing Alain E. Boileau as City Attorney;

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

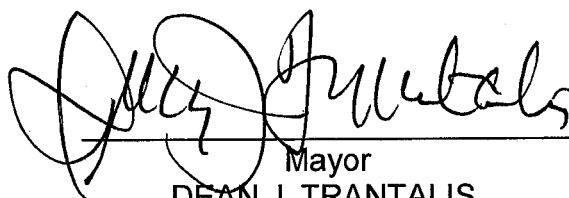
SECTION 1. The above recitals are hereby incorporated into and made part of this resolution.

SECTION 2. That Alain E. Boileau is hereby appointed and designated as City Attorney of the City of Fort Lauderdale, Florida.

SECTION 3. That the compensation to be paid said City Attorney for his services shall be in accordance with the terms and conditions of the Employment Contract attached hereto and incorporated herein, which can be amended from time to time.

SECTION 4. That the Mayor and City Manager are hereby authorized to execute the Employment Contract attached hereto.

ADOPTED this the 4th day of September, 2018.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
JEFFREY A. MODARELLI

EMPLOYMENT CONTRACT

THIS IS AN EMPLOYMENT CONTRACT entered into this 7th day of September, 2018, by and between:

CITY OF FORT LAUDERDALE, FLORIDA, a Florida
municipal corporation, (hereinafter, "CITY")

and

ALAIN E. BOILEAU, an individual (hereinafter also "City Attorney"),

By Resolution No. 18- 175, adopted the 4th day of September, 2018, the City Commission of the City of Fort Lauderdale, Florida, appointed ALAIN E. BOILEAU to serve as City Attorney. CITY desires to retain the services of ALAIN E. BOILEAU 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.

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, 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 ALAIN E. BOILEAU as City Attorney of the City of Fort Lauderdale, Florida, to perform the functions and duties as set forth in the City's Charter, ordinances, regulations, rules, policies and standards, 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, City Manager, City Auditor, or City Clerk from seeking legal advice from City Attorney on matters related to their duties as the Mayor, City Commissioners, City Manager, City Auditor, or City Clerk. 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 September 4, 2018 until terminated by the CITY or ALAIN E. BOILEAU, as provided in Section 5 of this Employment Contract.

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 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 the City Attorney without just cause with full pay and benefits at any time during the term of this Employment Contract.

5. TERMINATION OR RESIGNATION

(A) This Employment 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 not be 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 Employment 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 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.

(B) City Attorney may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the termination requirements of this Employment 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 the City Attorney under this Employment Contract shall remain in full force and effect until the termination of this Employment Contract. In the event of the City Attorney's removal or discharge, City Attorney shall have no claim against the CITY except for the enforcement of this Employment Contract. City Attorney 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 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 18 of this Employment Contract.

6. SALARY

(A) CITY agrees to pay the City Attorney, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$210,000.00. City Attorney 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 Attorney 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 Employment Contract shall be the City Attorney's sole employment. Recognizing that certain outside non-compensated opportunities with the City Attorney's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Attorney 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.

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.

9. AUTOMOBILE & CELLULAR TELEPHONE

City Attorney 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 Attorney will also receive payment for a cellular telephone allowance at a rate of \$110.00 per month or at a rate established by the CITY for other Management Category I employees. City Attorney 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 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 other Management Category I employees of CITY, including but not limited to, management vacation days.

11. 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 Attorney, 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 Attorney's payment of the City Attorney'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 Attorney's and, if applicable, the City Attorney'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 himself, at the time he leaves the office of City Attorney. The convertible term policy shall also provide coverage, payable to the 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, City Attorney shall continue to participate in the CITY's Section 401(a) defined contribution plan during the time of this Employment Contract. In addition, City Attorney may participate in a deferred compensation (Section 457) plan that may be established and maintained by the CITY by contributing City Attorney'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's Attorney's annual salary by the CITY.

13. DUES AND SUBSCRIPTIONS

CITY agrees to budget for and to pay therefrom all of the City Attorney's applicable Bar dues, including but not limited to, the Florida Bar, the U.S. District Court for the Southern District of Florida, the Eleventh Circuit Court of Appeals, and any other court of competent jurisdiction in which the City Attorney is licensed to practice law, as well as other reasonable professional dues and subscriptions of City Attorney necessary for City Attorney's participation in national and state 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 budget and to pay therefrom for the travel and subsistence expenses of City Attorney for conferences, short courses, institutes and seminars that the CITY agrees are necessary for both the City Attorney'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 Attorney to the same extent as such expenses are paid for the highest level management employees of the CITY.

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) 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 Attorney, 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, longevity pay, severance pay and other fringe benefits 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 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 Attorney shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

(C) As set forth above, City Attorney shall be entitled to receive the same vacation and sick leave benefits and accruals as are accorded to Management Category I employees of CITY, including, but not limited to, payment therefor on termination of employment for any reason. However, to the extent this Employment Contract provides for benefits and accrual and payment therefor in excess of that applicable to Management Category I employees of the CITY, City Attorney shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

17. 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 Attorney without written consent of the City Attorney.

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 Attorney: Alain E. Boileau
Office of the City Attorney
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) The City Attorney waives the privilege of venue and agrees that any litigation involving this Employment 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 Employment Contract shall be construed and administered in accordance with Florida and any other applicable law.

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

WITNESSES

D. R. S.

David R. Solomon
[Witness type or print name]

K. Skourlidakis

Katerina Skourlidakis
[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: *[Signature]*
Dean J. Trantalis, Mayor

By: *[Signature]*
Lee R. Feldman, City Manager

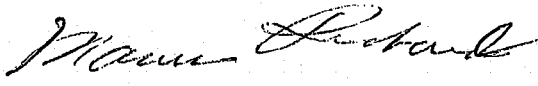
ATTEST:

[Signature]
Jeff Modarelli, City Clerk

APPROVED AS TO FORM:

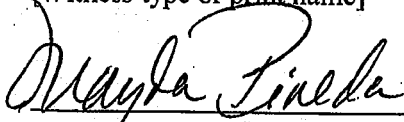
[Signature]
D'Wayne Spence, Assistant City Attorney

WITNESSES:



MAUREEN RICHARDS

[Witness type or print name]



MAYDA PINEDA

[Witness type or print name]



Alain E. Boileau