

FIRST ~~SECOND~~ AMENDED
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011~~20~~, by and between the **CITY OF LAUDERHILL, FLORIDA**, a municipal corporation, hereinafter called "City", and **ANDREA M. ANDERSON**, hereinafter called "Employee", pursuant to these terms and conditions:

WITNESSETH:

WHEREAS, the City ~~desires to~~ has employed the services of Employee as City Clerk of the City of Lauderhill, Florida, as provided by Article VIII, Section 8.01 of the City Charter of Lauderhill, Florida; and

WHEREAS, it is the desire of the Governing Board, hereinafter called "Commission", to provide certain benefits and establish certain requirements regarding the employment of said Employee by the City; and

WHEREAS, Employee wishes to accept continued employment as City Clerk under the terms and conditions recited herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee agree to the following:

SECTION 1. DUTIES.

City agrees to continue the employment of Employee as City Clerk of the City of Lauderhill, Florida, to perform the functions and duties specified in Article VIII, Section 8.02 of the City Charter and the City Code, which original employment became effective January 2, 2008 ~~and the City Code~~, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign, including those duties previously approved by the Commission according to the job description of City Clerk, and any future amendments to that job description.

Section 2. COMPENSATION.

City agrees to pay employee for her services an annual base salary ~~of \$90,518.71,~~ payable in installments at the same time as other employees of the City are paid. Employee shall automatically receive a cost of living increase equal to the Consumer Price Index (CPI) in ~~October~~ August of each year, plus an automatic increase each year of the greater of four percent (4%) or whatever increase if provided to City Department Heads salary increase each year, so long as Employee receives a favorable evaluation, ~~(an average minimum score of 3 out of 5)~~, by a ~~majority of~~ the City Commission. Employee shall also be entitled to longevity pay in accordance with the "City of Lauderhill Department Head Benefits" summary in effect at that time. Employee shall receive any bonuses other

department heads receive.

Section 3. TERMS OF EMPLOYMENT.

- A. Employee's original term of employment ~~shall commenced~~ on January 2, 2008.
- B. Employee shall be an at-will employee of the City, subject to Section 8.01 of the City Charter.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, with or without cause, subject to the provisions set forth in Section 4 of this agreement.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, but subject to the provisions set forth in Section 4 of this Agreement.

Section 4. TERMINATION CONDITIONS AND COMPENSATION.

- A. In the event Employee is terminated by the City Commission without cause, during such time that Employee is willing and able to perform the duties of City Clerk, then in that event, the City Agrees to pay Employee ~~nine (9) month's aggregate salary in either a lump sum cash payment, or biweekly, at the discretion of the Employee, and provided further that the City will continue full benefits, including health and medical insurance for Employee and dependents, for one (1) year following termination at no cost to Employee. At the end of one year, Employee shall be entitled to any insurance benefits that other employees are entitled to at termination, such as COBRA benefits. Employee shall be treated as a retiree if a severance package is applied (i.e. Employee shall be able to collect her pension based upon a multiplier times the number of years of service as an employee of the City of Lauderhill.) In consideration for the foregoing, Employee shall waive any and all other claims against City.~~ with a lump sum payment equal to twenty (20) weeks of her regular base salary and agrees to continue to provide Employee with full benefits, including health and medical insurance for Employee and dependents, for twenty (20) weeks following termination at no cost to Employee. At the end of the twenty (20) week period, the Employee and her dependents shall have the right to continue to participate in the City's health and medical insurance program at the rates paid by the Employee on her day of retirement or termination, with the City to pay any difference. In consideration of the foregoing, Employee shall sign a severance agreement with the City following her termination, in which she shall waive any and all claims against the City. Neither the severance pay nor payment for the benefit continuation will be made until after the

Employee signs such an Agreement.

- B. In the event Employee is terminated for cause, which includes, but is not limited to conviction or a plea of no contest to a felony, conviction or a plea of no contest to a misdemeanor relating to the office of City Clerk or involving an act of moral turpitude, then, in that event, the City shall have no obligation to pay any of the benefits enumerated in Section 4A.
- C. In the event Employee voluntarily resigns her position, then Employee shall give City a minimum of two (2) months notice in advance, unless the parties otherwise agree.
- D. Employee may be suspended by the City Commission with or without pay. In no event shall Employee be entitled to more than six (6) months pay as the result of said suspension. The suspension shall be with or without other benefits at the Commission's option.

Section 5. TRANSPORTATION

Employee shall have a car allowance or the exclusive use at all times during her employment with City of an automobile provided to her by City. In such case, the City shall be responsible to provide liability, property damage and comprehensive insurance and for the purchase, maintenance, repair and replacement of said automobile. Employee may not utilize the automobile outside Broward, Dade, Palm Beach or Monroe counties unless traveling for City business. The selection of this automobile shall be by the City. Maintenance, repair and replacement of the vehicle shall be in accordance with City policy. In lieu of the City providing an automobile for Employee, the City may provide Employee with a monthly car allowance.

Section 6. VACATION LEAVE AND HOLIDAYS.

Employee shall be granted holidays and receive and accrue vacation leave at the same rate as department heads based on years of service, including personal days and safety bonus days. Vacation days shall be accrued to the employee throughout the fiscal year as other city employees. Any unused leave will be paid to employee at separation at same rate as city department heads. Any accrued vacation time will roll forward. Employee shall be allowed to sell back an unlimited number of vacation days per year, but leave ten days in the vacation bank.

Section 7. SICK LEAVE.

Employee shall receive and accrue sick leave hours at the same rate as department heads based on years of service. Sick leave hours shall accrue throughout the fiscal year. Any unused leave will be paid to employee at separation at same rate as city department heads. Employee shall be allowed to buy back sick days as allowed by city department heads. Any accrued sick time will roll forward.

Section 8. INSURANCE.

Employee shall receive the same insurance coverage and/or benefits as are granted to department heads. If Employee is terminated as provided in Section 4A, the City shall continue to provide group health insurance coverage for Employee and her dependants at no cost to Employee for ~~one (1) year~~ twenty (20) weeks following termination of the Employee. Employee shall be permitted to continue group health insurance coverage for her family members, after they are no longer eligible for dependant coverage, at Employee's own expense at the rates paid by Employee on her day of retirement or termination.

Employee shall be covered by a term life insurance policy in the amount similar to city department heads.

The Employee shall receive all benefits available to city department heads including long term disability coverage at the Employees cost.

Section 9. RETIREMENT.

~~The Employee shall participate in the City's Defined Contribution Plan that is available to City department heads. The Employee shall continue to participate in the City's Senior Management Pension Plan and Trust Fund set forth in Section 2-88.1 of the City Code (the "Fund"), subject to the terms and conditions of the Fund. In addition, while participating in the Fund, the City agrees, on October 1 of each year, to contribute four percent (4%) of the Employee's annual base salary to a City sponsored Defined Contribution Plan. However, upon entering the DROP or exiting the Fund, the City agrees to contribute the greater of an amount equal to fifty percent (50%) of the City's preceding year's annual employer contribution to the Fund or an amount equal to the approved contribution for Department Directors to a City-sponsored Defined Contribution Plan, up to the IRS maximum, so long as such participation does not violate any provision of the Fund or the Internal Revenue Code. The Employee also shall have right to update, change or participate in any new updated plans provided to employees.~~

Section 10. DUES AND SUBSCRIPTIONS.

The City agrees to pay reasonable professional dues and subscriptions of Employee, as determined by the City, as are necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

Section 11. PROFESSIONAL/EDUCATIONAL DEVELOPMENT.

City agrees to pay the reasonable cost of registration, travel and subsistence expenses to Employee for attending conferences, training, education programs and meetings which serve to continue the professional educational development of Employee. All expenses shall be subject to Section 2-22 of the City Code and shall be determined by the City.

Section 12. INDEMNIFICATION.

Employee shall be indemnified in accordance with Section 2-20 of the City Code.

Section 13. BONDING.

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

Section 14. CELL PHONE ALLOWANCE

Employee may elect to receive a cell phone allowance as other department heads or the City shall provide a cell phone.

Section 15. OUTSIDE EMPLOYMENT.

While employed by City, Employee shall have no other employment that will present a conflict to her duties as city clerk.

Section 16. DEATH OF EMPLOYEE.

If Employee shall die while employed by the City, her estate or designated representative shall receive normal benefits under City's pension plan.

Section 17. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the City and the Employee.
- B. Any benefits currently available to Employee and available to city department heads that might be omitted from this agreement are unintentional and are intended to be included.
- C. This agreement shall be binding upon and insure to the benefit of the heirs at law and legal representatives of the Employee.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement or portion thereof, shall be deemed separable, shall not be affected and shall remain in full force and effect.
- E. In the event of a conflict between this agreement and the City Charter, the terms of the Charter shall prevail.
- F. This agreement may be amended by mutual consent of the parties. Consent of Employee shall be in writing. Consent of City shall be by Resolution.
- G. The laws of the State of Florida shall govern this agreement or any dispute hereunder.
- H. In the event of litigation, venue shall be in Broward County, Florida and the losing party shall pay to the prevailing party all costs incurred plus reasonable attorneys' fees whether at the trial or the appellate level.

IN WITNESS WHEREOF, the City of Lauderhill has caused this agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed the agreement, both in duplicate, the day and year first above written.

CITY OF LAUDERHILL

By _____
~~Richard J. Kaplan~~Ken Thurston
Mayor

By _____
Andrea M. Anderson
Employee