

RESOLUTION NO. 20R-07-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR KENNIE HOBBS, JR. TO SERVE AS THE DEPUTY CITY MANAGER; REMOVING ALL REFERENCES TO "INTERIM"; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH)

WHEREAS, this First Amendment to the Employment Agreement sets forth the terms and conditions of Kennie Hobbs, Jr. to serve in the position of Deputy City Manager and removes all references to "Interim";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA AS FOLLOWS:


Section 1. That the First Amendment to the Employment Agreement for Kennie Hobbs, Jr. to serve in the position of Deputy City Manager, a copy of which is attached hereto is hereby approved.

Section 2. That the terms and conditions of the Employment Agreement are effective commencing July 13, 2020.

Section 3. That this Resolution shall take effect immediately upon adoption.

DATED this 13 day of July, 2020.

PASSED AND ADOPTED on first reading this 13 day of July, 2020.


PRESIDING OFFICER


ATTEST:

Deputy 
CITY CLERK

MOTION Bates
SECOND Berger

M. BATES	<u>Yes</u>
H. BERGER	<u>Yes</u>
R. CAMPBELL	<u>Yes</u>
D. GRANT	<u>Yes</u>
K. THURSTON	<u>Yes</u>

Approved as to Form


W. Earl Hall
City Attorney



City of Lauderhill

City Hall
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File Details

File Number: 20R-3716

File ID: 20R-3716	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: City Commission Meeting
		File Created: 06/25/2020
File Name: 1st Amdt to Deputy City Manager Agrmt - Hobbs		Final Action:

Title: RESOLUTION NO. 20R-07-119: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR KENNIE HOBBS, JR. TO SERVE AS THE DEPUTY CITY MANAGER; REMOVING ALL REFERENCES TO "INTERIM"; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH).

Notes:

Sponsors:

Enactment Date:

Attachments: RES-20R-07-119-Agrmt-1st Amd Employment Agrmt-Deputy City Mgr.pdf, Hobbs 1st Amdt - Deputy City Manager 7-13-20 redlined.pdf

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** apetti@lauderhill-fl.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 20R-3716

RESOLUTION NO. 20R-07-119: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR KENNIE HOBBS, JR. TO SERVE AS THE DEPUTY CITY MANAGER; REMOVING ALL REFERENCES TO "INTERIM"; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH).

Request Action:

Approve the First Amendment to the Employment Agreement for Kennie Hobbs, Jr. to serve as the Deputy City Manager. Removing all references to "Interim".

Need:

To approve the First Amendment to the Employment Agreement for Kennie Hobbs, Jr. to serve as the Deputy City Manager.

Summary Explanation/ Background:

Approve the First Amendment to the Employment Agreement for Kennie Hobbs, Jr. to serve as the Deputy City Manager. Removing all references to "Interim".

Attachments:

First Amendment to the Employment Agreement for Kennie Hobbs, Jr., to serve as Deputy City Manager.

Cost Summary/ Fiscal Impact:

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

Estimated Time for Presentation:

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- ☐ Increase mass transit ridership ☐ Reduce City energy consumption
- ☐ Reduce water consumption

Goal 2: Safe and Secure City of Lauderdale

- ☐ Crime in lower 50% in Broward ☐ Residents feel safe in neighborhood
- ☐ Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- ☐ Increase participation in youth sports ☐ Add new park land and amenities
- ☐ Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- ☐ Increase commercial tax base ☐ Increase employment in Lauderdale businesses
- ☐ Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- ☐ Neighborhood signs and active HOAs ☐ Housing & streets improved, litter reduced
- ☐ Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

- ☒ Improves City efficiency ☐ Increase use of Information Technology
- ☒ Increases residents perception of Lauderdale as an excellent place to live

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this 13th day of July, 2020, by and between the **CITY OF LAUDERHILL, FLORIDA**, a municipal corporation, hereinafter the "City", and **Kennie Hobbs, Jr.**, hereinafter the "Employee", pursuant to the terms and conditions set forth below.

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of Employee as Deputy City Manager; and

WHEREAS, Employee wishes to continue his employment as Deputy City Manager under the terms and conditions recited herein; and

WHEREAS, it is the desire of the City Commission to memorialize the terms and conditions of Employee's employment with the City.

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

SECTION 1. DUTIES.

City agrees to employ Employee as Deputy City Manager, to perform the functions and duties specified in the job description for that position, as may be amended from time to time, and as to perform other legally permissible and proper duties and functions as the Deputy City Manager shall from time to time assign.

Section 2. COMPENSATION.

City agrees to continue to pay Employee at his current rate of pay, increased by ten percent (10%) on the effective date of the Agreement based on the additional duties he is undertaking, which pay shall be in installments at the same time as other City employees are paid. Employee shall automatically receive a cost of living increase equal to the Consumer Price Index (CPI) in August of each year, plus an automatic increase each year of the greater of four percent (4%) or whatever increase is provided to City Department Heads, so long as Employee receives a favorable evaluation by the City Manager. Employee shall also be entitled to longevity pay in accordance with the "City of Lauderhill Department Head Benefits" summary in effect at that time.

July 13, 2020

Section 3. TERMS OF EMPLOYMENT.

- A. Employee's employment as Deputy City Manager pursuant to this Agreement shall commence on July 13, 2020.
- B. Employee shall be an at-will employee of the City and he may be removed from the position of Deputy City Manager by the City Manager at any time, with or without cause, and as otherwise set forth in Section 4 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provisions set forth in Section 4 of this Agreement.

Section 4. TERMINATION CONDITIONS AND COMPENSATION.

- A. In the event Employee is removed from the position and does not revert to his previous position, by the City without cause, during such time that Employee is ready, willing and able to perform the duties of Interim Deputy City Manager, the City agrees to provide Employee with a lump sum payment equal to twenty (20) weeks of his regular base salary and agrees to continue to provide Employee with full benefits, for twenty (20) weeks following termination at no cost to Employee. Upon termination, the Employee and his dependents shall also have the right to continue to participate in the City's dental and health insurance program at the rates paid by the Employee on his day of retirement or termination, with the City to pay any difference. In consideration for the foregoing, Employee shall sign a severance agreement with the City following his termination, in which he shall waive any and all claims against 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 misconduct as defined by Section 443.036(30), Florida Statutes, the City shall have no obligation to provide Employee any of the benefits enumerated in Section 4A. Misconduct 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 his work for the City or involving an act of moral turpitude.
- C. In the event Employee voluntarily resigns his position, Employee shall give City a minimum of two (2) months notice in advance, unless the parties otherwise agree.

Section 5. AUTOMOBILE AND EXPENSE ALLOWANCES

- A. **Vehicle:** The City agrees to provide the Employee with an automobile allowance of \$650.00 per month. This does not preclude the Employee from using a City vehicle when on official City business.
- B. **Expense Allowance:** The City agrees to provide the Employee with an expense allowance of \$350.00 per month.

Section 6. VACATION LEAVE AND HOLIDAYS.

Employee shall be granted holidays and receive and accrue vacation leave at the same rate as department heads with maximum seniority. Vacation days shall be calculated and allocated to the Employee on October 1 of each calendar year. Any unused leave will be paid to Employee at separation at one hundred percent of current rate. Any accrued vacation time will roll forward.

Section 7. SICK LEAVE.

Employee shall receive and accrue sick leave hours at the same rate as department heads with maximum seniority. Sick leave hours shall be calculated and allocated to the Employee on October 1 of each calendar year. Any unused leave will be paid to Employee at separation at one hundred percent of current rate. Any accrued sick time will roll forward. All other terms and conditions of sick leave use will be governed by City policy applicable to City Department Heads.

Section 8. INSURANCE.

Employee shall receive the same insurance coverage and/or benefits as are granted to City department heads. In addition, Employee shall be covered by a term life insurance policy in an amount equal to two times Employee's annual salary. If Employee is terminated as provided in Section 4A or upon separation from the City, and continuing during the Employee's lifetime, Employee shall be permitted to continue group insurance coverage, to include dental and health, for himself and his family members, after they are no longer eligible for dependent coverage, at Employee's own expense, at the rates paid by Employee on his day of retirement or termination, with the City to pay any difference. In addition, the City shall purchase long-term disability coverage for the Employee during the term of his employment.

Section 9. RETIREMENT.

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 50 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 his 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, tuition 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. BUSINESS EXPENSES.

City agrees to reimburse Employee for business-related expenses by an expense allowance to be determined by the City.

Section 13. INDEMNIFICATION.

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

Section 14. BONDING.

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

Section 15. OUTSIDE EMPLOYMENT.

While employed by City, Employee shall have no other employment that will present a conflict to his duties with the City. However, Employee may have an ownership

stake in a business, so long as the business does not conflict with his duties as Deputy City Manager. From time to time, Employee may perform teaching assignments outside the City, but only upon prior approval by the City.

Section 16. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the City and the Employee. However, in addition to the items addressed herein, the Employee will be entitled to any other benefits provided to City Department Heads pursuant to the "City of Lauderhill Department Head Benefits" summary in effect at that time.
- B. This Agreement shall be binding upon and insure to the benefit of the heirs at law and legal representatives of the Employee.
- C. 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.
- D. In the event of a conflict between this Agreement and the City Charter, the terms of the Charter shall prevail.
- E. 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.
- F. The laws of the State of Florida shall govern this Agreement or any dispute hereunder.
- G. 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 duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, the day and year first above written.


CITY OF LAUDERHILL


By  _____

July 13, 2020

Desorae Giles-Smith
City Manager

Attest:


Andrea Anderson
City Clerk


Kennie Hobbs, Jr.
Employee

July 13, 2020