

**MUTUAL SEPARATION AGREEMENT AND
FIRST AMENDMENT TO CITY MANAGER’S EMPLOYMENT AGREEMENT**

THIS MUTUAL SEPARATION AGREEMENT AND FIRST AMENDMENT TO CITY MANAGER’S EMPLOYMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made this ___ day of July, 2026, by and between Rickelle Williams (hereinafter “Manager”) and the City of Fort Lauderdale, Florida, 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as “City” and jointly as the “Parties”).

WHEREAS, the Manager was appointed by the City Commission pursuant to Section 4.05 of the Charter of the City of Fort Lauderdale, Florida, and serves as City Manager under an Employment Agreement with an effective date of April 2, 2025 ("Employment Agreement") a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, the City Commission approved the Employment Agreement by Resolution No. 25-36 at a duly noticed public meeting held on March 4, 2025; and

WHEREAS, the Manager and the City mutually agree to amend the Employment Agreement and provide for a mutual separation of the Manager’s employment, effective December 1, 2026; and

WHEREAS, the Parties mutually desire to extinguish any potential claims or disputes and make a full and final resolution of any and all matters relating to the Manager’s employment by the City, the separation of her employment, and the expiration of her Employment Agreement; and

WHEREAS, the City Commission approved this Agreement by Resolution No. 26-____ at a duly noticed public meeting held on July 2, 2026, and Parties agree that this Agreement is a public record subject to disclosure pursuant to Chapter 119, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

- (1) Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) Mutual Employment Separation. The Parties agree that the 60-days’ notice period under Section 3 of the Employment Agreement as to paid employment status is effective July 3, 2026. The Manager agrees to cease any and all official duties as the City Manager on behalf of the City on July 3, 2026, and vacate her office effective **July 6, 2026**, or on a date as determined by the City.
- (3) Duties Concerning Leadership Transition. From July 3, 2026, through and including September 1, 2026 (sixty (60) calendar days), the Manager will continue as a paid employee of the City and upon reasonable notice will cooperate and make herself available to the acting, interim or subsequent City Manager for the purpose of supporting the leadership transition of the City of Fort Lauderdale. During this time, the Manager will continue to receive her then-applicable aggregate base salary, benefits, and all other employment

benefits under the Employment Agreement will remain in full force in effect through September 1, 2026.

- (4) Unpaid leave of Absence. Due to the complexities of transition and to alleviate any concern for disruption in City operations, Manager agrees to remain employed with City for the period September 2, 2026, through December 1, 2026, in an unpaid leave of absence status. During this unpaid leave period, Manager will be available as needed to assist and cooperate with City in the continued orderly transition of Manager's position. In the event Manager is engaged by City to perform work during the unpaid leave period, she will be compensated for such work time at the hourly rate equal to her then-applicable aggregate base salary on the effective date of this Agreement. During the unpaid leave period, Manager will not accrue any vacation, management vacation, sick time or other benefits, but she will be entitled to continuation of group health, group dental, and group vision insurance benefits for the Manager and the Manager's eligible dependents on the same terms of Section 9(A) of the Employment Agreement.
- (5) Final Compensation for Accrued Vacation and Sick Leave. At the conclusion of the unpaid leave of absence period, pursuant to Section 3 of the Employment Agreement, titled "Termination, Resignation, or Non-Renewal," the Parties agree that the Manager will be entitled to receive (a) payment in a lump sum of 100% of accrued, but unused, vacation time, management vacation time, and sick time at the Manager's then-applicable aggregate base salary as set forth in her Employment Agreement. These sums shall be calculated and approved by the City's Finance Department which shall be reduced by any leave taken by the Manager from the date of this Agreement and shall be in addition to any other amounts payable to the Manager upon separation of employment under her Employment Agreement and applicable law. The City shall pay these sums to the Manager no later than December 31, 2026.
- (6) Final Compensation for Severance. At the conclusion of her unpaid leave of absence, the parties agree that the City will pay the Manager a lump sum cash severance payment equal to the City Manager's then-applicable aggregate base salary for twenty (20) weeks, along with all payments due for work performed through the date of separation and other payments due as provided in the Employment Agreement (or otherwise, on the same terms as applicable to Management Category I employees). Pursuant to Section 215.425(4)(a), Florida Statutes, the parties agree that this sum does not exceed an amount greater than twenty (20) weeks of compensation as defined by Florida law, City policies, and the Employment Agreement. In accordance with Section 215.425(4)(d)1, 2 and 3, Florida Statutes, the severance pay does not include earned and accrued annual, sick, compensatory or administrative leave; early retirement under provisions established in an actuarially funded pension plan subject to part VII of Chapter 112; or any subsidy for the cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees of the unit of government pursuant to the unit's health insurance plan. The City shall pay the final calculated severance sum to the Manager in the same manner as all prior payroll payments no later than December 31, 2026, and withhold all applicable taxes as required by law.

With a Copy to: City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

To the Manager: At her last address provided to the City.

- (13) No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.
- (14) Compliance with Laws. Each party shall comply with all applicable federal state and local laws, City policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- (15) Place of Performance. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- (16) Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this agreement.
- (17) Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- (18) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (19) Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be

no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from City. This Agreement shall inure to the benefit of, and shall be binding upon, the City, its officers, agents and assigns, and the Manager, her heirs and personal representatives, but may not be assigned, hypothecated, pledged, garnished, attached by the parties, or any of them.

- (20) Settlement and Mutual Release, Covenant not to Sue. The parties agree that except for the terms and conditions contained herein, this constitutes a complete settlement of the obligations of the parties under the Employment Agreement. Furthermore, this Agreement constitutes a complete and mutual settlement and release by the parties of any and all disputes, claims, demands, lawsuits, cause of action, complaints, whether ripe or contingent, accrued or unaccrued, whether stated or unstated, whether discovered or undiscovered, that either the Manager or the City may have against each other, except for the terms and conditions of this Agreement. The parties further agree that, except for the terms and conditions of this Agreement, this constitutes a settlement and release of any claim, demand, lawsuit, cause of action, complaint, set-off, counterclaim, defense that each party could assert against the other. The City agrees that it will never institute a legal proceeding, lawsuit or action against or relating to the Manager or assert a defense to or avoidance of the compensation and benefits or obligations set forth in this Agreement, except in the event of a breach of this Agreement. The Manager agrees that she will never institute a lawsuit, proceeding or action against the City, except in the event of a breach of this Agreement. In the event Manager alleges a breach of this Agreement, City retains all rights and defenses thereto, including the right to withhold any future payments or benefits that may be due until resolution of the dispute.
- (21) Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- (22) Preparation of Agreement. The parties acknowledge that they have sought and obtained independent competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- (23) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- (24) Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

- (25) Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- (26) Authority. Each person signing this Separation Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- (27) Manager shall have twenty-one (21) days from the date after receipt of this Agreement to decide whether to sign it. Manager may use all or part of that twenty-one day (21) period to decide whether to sign this Agreement. Manager may revoke this Agreement for a period of seven (7) days following the day she signs it by submitting written notice of her revocation, postmarked or transmitted within the 7-day period of her signature, to Shari McCartney, City Attorney, City of Fort Lauderdale, 1 East Broward Blvd., Suite 1320, Fort Lauderdale, Florida 33301, SMcCartney@fortlauderdale.gov.

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IN WITNESS OF THE FOREGOING, the City and Rickelle Williams execute this Mutual Separation Agreement and First Amendment to City Manager's Employment Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE:

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

(CORPORATE SEAL)

Approved as to form and correctness:

Shari L. McCartney, City Attorney

WITNESSES:

MANAGER

Rickelle Williams

Print Name

Print Name