

**RESOLUTION NO. 2019-250**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND TERRILL C. PYBURN, AS CITY ATTORNEY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City first employed Terrill C. Pyburn as City Attorney via an employment agreement dated June 12, 2014 (“Original Agreement”); and

**WHEREAS**, both parties desire to continue to employ the services of Terrill C. Pyburn as City Attorney as provided in Article IX, entitled “General Provisions”, of the City of Coconut Creek City Charter commencing October 4, 2019; and

**WHEREAS**, at the City Commission Workshop held on September 26, 2019, regarding Ms. Pyburn’s annual performance evaluation, the City Commission discussed modifying Ms. Pyburn’s employment agreement in order to update certain conditions of employment and working conditions for the City Attorney as set forth in the Amended and Restated Employment Agreement; and

**WHEREAS**, Ms. Pyburn serves as the current City Attorney for the City of Coconut Creek and this agreement pertains to her employment, therefore, Kathy Mehaffey, Deputy City Attorney, shall represent the City’s interest in this matter to avoid any potential conflict or appearance of a conflict between the City and Ms. Pyburn; and

**WHEREAS**, further there does not appear to be a conflict in that the interests of the City and Ms. Pyburn appear to be aligned; and

**WHEREAS**, Ms. Mehaffey represents the City and also in the normal course of business reports to Ms. Pyburn, which may in the course of representation of the City on this agreement, present a conflict or the appearance of a conflict; and

**WHEREAS**, all parties agree that Ms. Mehaffey represents the City of Coconut Creek, and only the City of Coconut Creek, in this matter, and that Ms. Mehaffey will diligently represent the City; and

**WHEREAS**, under the Florida Bar's Rules of Professional Conduct, a conflict of interest may be waived if the parties each agree to waive the conflict, which can be waived orally at a public meeting if confirmed in writing; and

**WHEREAS**, the City Commission was informed of the potential conflict and remedies at the September 26, 2019, City Commission Workshop, and such conflicts were waived verbally by the parties as is reflected in writing here.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

**Section 2:** That Kathryn M. Mehaffey as Deputy City Attorney, Terrill C. Pyburn as City Attorney, and the City of Coconut Creek, in approving and executing this resolution do hereby waive any conflict, real or apparent, arising from the representation of the City by Kathryn M. Mehaffey, throughout review, modification and execution of the Amended and Restated Employment Agreement approved herein.

**Section 3:** That the City Commission will continue to employ the services of Terrill C. Pyburn, as City Attorney pursuant to the terms as set forth in the Amended and Restated Employment Agreement, which is attached hereto as Exhibit "A" and is incorporated herein and made a specific part of this resolution.

**Section 4:** That the Mayor is authorized to execute the employment agreement between the City of Coconut Creek and Terrill C. Pyburn.

**Section 5:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 6:** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 10<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Sandra L. Welch, Mayor

Attest:

\_\_\_\_\_  
Leslie Wallace May, City Clerk

Welch	<u>Aye</u> _____
Sarbone	<u>Aye</u> _____
Tooley	<u>Aye</u> _____
Belvedere	<u>Aye</u> _____
Rydell	<u>Aye</u> _____

Waiver of Conflict:

\_\_\_\_\_  
Sandra L. Welch, Mayor

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

\_\_\_\_\_  
Kathryn M. Mehaffey, Deputy City Attorney