

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ___th day of ~~February~~July, 2020, by and between the **CITY OF LAUDERHILL, FLORIDA**, a municipal corporation, hereinafter the "City", and **DESORAE GILES-SMITH**, 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 ~~Interim~~-City Manager as provided by Article VI, Section 6.02 of the City Charter; and

WHEREAS, Employee wishes to continue her employment as ~~Interim~~-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 ~~Interim~~-City Manager, to perform the functions and duties specified in Article VI, Section 6.06 of the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign, including those duties previously approved by the Commission according to the job description of City Manager, and any future amendments thereto.

Section 2. COMPENSATION.

City agrees to continue to pay Employee at her current rate of pay, increased by ten percent (10%) on the effective date of this Agreement based on additional duties she 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 Commission.

Employee shall also be entitled to longevity pay in accordance with the "City of Lauderdale Department Head Benefits" summary in effect at that time.

Section 3. TERMS OF EMPLOYMENT.

- A. Employee's employment as ~~Interim~~-City Manager pursuant to this Agreement shall commence on ~~March 2, 2020~~ July 13, 2020.
- B. Employee shall be an employee of the City and she may be removed from the position of ~~Interim~~-City Manager by the City Commission at any time, with or without cause, subject to the provisions of the City Charter and City Code, 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 her 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 her previous position by the City without cause, during such time that Employee is ready, willing and able to perform the duties of City Manager, the City agrees to provide Employee 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 dental and health 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 dental and health 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 for the foregoing, Employee shall sign a severance agreement with the City following her termination, in which she 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 or conviction or a plea of no contest to a misdemeanor relating to her work for the City or involving an act of moral turpitude.

- C. In the event Employee voluntarily resigns her 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 \$800.00 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 \$750.00 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, the City shall continue to provide group insurance coverage, to include dental and health, for Employee and her dependents at no cost to Employee for twenty (20) weeks following termination of the Employee. At the end of the twenty (20) week period if 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 herself and her family members, after they are no longer eligible for dependent coverage, at Employee's own expense, at the rates paid by Employee on her 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 her 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 her 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, 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 her duties with the City. However, Employee may have an ownership stake in a business, so long as the business does not conflict with her duties as **Interim** 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 _____
Ken Thurston
Mayor

Attest:

Andrea Anderson
City Clerk

Desorae Giles-Smith
Employee