SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this __th day of December, 2024, 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 former City Manager, Desorae Giles-Smith retired effective November 30, 2024 and the City Commission has appointed Kennie Hobbs, Jr. to serve as the Interim City Manager effective December 1, 2024; and

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

WHEREAS, Employee wishes to continue his 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 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 Interim City Manager shall from time to time assign.

Section 2. **COMPENSATION.**

City agrees to continue to pay Employee at his current rate of pay with a one-time lump sum payment equal to five percent (5%) of the current rate of pay on the effective date of the Agreement based on the additional duties he is undertaking. Employee shall automatically receive a cost of living increase equal to the Consumer Price Index (CPI) in August of each year so long as Employee receives a favorable evaluation by the CityCommission. Employee shall also be entitled to longevity pay in accordance with the "City of Lauderhill 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 December 1, 2024.

B. Employee shall be an at-will employee of the City and he may be removed from the position of Interim City Manager by the City Commission 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 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. 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 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.

[SIGNATURE PAGE ONLY TO FOLLOW]

CITY OF LAUDERHILL

By _____
Denise D. Grant
Mayor

Attest:

_____
Andrea Anderson
City Clerk

_____
Kennie Hobbs, Jr.
Employee

December 9, 2024