

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract"), entered into this ____ of October, 2022, is by and between the City of Fort Lauderdale, Florida, a Florida municipality ("CITY"), and Patrick Reilly, an individual, ("City Auditor") (collectively, "Parties").

WHEREAS, pursuant to Section 4.14 of the Charter of the City of Fort Lauderdale, Florida, the City Commission has selected Patrick Reilly to serve as the City Auditor; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to prescribe working conditions for the City Auditor;

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the CITY and the City Auditor agree as follows:

1. DUTIES. CITY agrees to employ Patrick Reilly as City Auditor of the City of Fort Lauderdale, Florida, to perform the functions and duties as set forth in the CITY's Charter, ordinances, regulations, rules, policies and standards, associated with the office, and to perform other associated and legally required duties and functions as CITY shall direct and from time to time assign to the City Auditor. The City Auditor agrees to perform all such functions and duties faithfully, competently, professionally, and promptly to the best of the City Auditor's ability. It shall be a condition of this Contract that the City Auditor at all times during the term of this Contract hold and maintain an active license to practice public accounting pursuant to Chapter 473, Florida Statutes, as may be amended or revised.

2. TERM.

This agreement shall be in full force and effect from October 18, 2022, until terminated by the CITY or City Auditor as provided in Section 4 of this Employment Contract.

3. SUSPENSION.

CITY may suspend the City Auditor for just cause with or without full pay and benefits at any time during the term of this Employment Contract. Just cause shall be defined as serious job-related misconduct, charged with a crime involving moral turpitude, or a felony criminal conviction. The CITY may suspend the City Auditor without just cause with full pay and benefits at any time during the term of this Employment Contract.

4. TERMINATION OR RESIGNATION.

(A) This Employment Contract may be terminated by the CITY upon sixty

(60) days' notice to the City Auditor, which notice shall specify the effective date of termination which shall not be less than sixty (60) days from the date said notice is given, unless a shorter period is agreed to by the City Auditor. Any termination of this Employment Contract by the CITY shall entitle the City Auditor to payment of a lump sum cash severance payment equal to the aggregate salary and benefits for eight (8) weeks in the first year of this Employment Contract, twelve (12) weeks in the second year of this Employment Contract, sixteen (16) weeks in the third year of this Employment Contract, and twenty (20) weeks in the fourth and following years of this Employment Contract, except that, in accordance with the prohibition contained in Section 215.425(4)(a)(2), Florida Statutes, in the event the City Auditor is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended or revised, or in the event of the City Auditor's failure to maintain active and in effect his Florida license to practice public accounting, the CITY shall not pay City Auditor any severance pay.

(B) City Auditor may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the severance requirements of Section 4(A). In the event of the City Auditor's removal or discharge, City Auditor shall have no claim against the CITY except for the enforcement of this Employment Contract. City Auditor expressly waives his right to have served upon him a written statement of specific reasons for his removal or discharge and his right to a public hearing before the City Commission and waives his right to reinstatement and his right to sue the CITY or the City Commission, except his right to enforce this Employment Contract.

(C) In the event City Auditor intends to voluntarily resign employment with CITY, then City Auditor shall give CITY sixty (60) days' written notice in advance, unless a shorter period is agreed to by the CITY. Said notice shall be given in accordance with Section 17 of this Employment Contract.

5. SALARY.

(A) CITY agrees to pay the City Auditor, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$240,000.00. City Auditor agrees to accept such annual base salary for his services and CITY agrees that it shall be payable in bi-weekly installments at the same time other CITY employees are paid in accordance with the CITY's pay plan.

(B) In addition, CITY agrees to increase such base salary, other benefits or both, including but not limited to, life insurance, disability insurance, vehicle allowance, medical/dental insurance, of City Auditor in such amounts as given to other Management Category I employees, including but not limited to cost of living increases, and may grant merit increases to such extent as the CITY may determine that it is desirable to do so on the basis of an annual performance review.

6. OUTSIDE ACTIVITIES.

The employment provided for by this Employment Contract shall be the City

Auditor's sole employment. Recognizing that certain outside non-compensated opportunities with the City Auditor's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Auditor may elect to accept opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Contract.

7. HOURS OF WORK.

The defined work week for the City Auditor shall be a minimum of forty (40) hours. However, it is recognized and expected that, on occasion, the City Auditor must devote time outside the normal office hours to business of the CITY, and to that end, City Auditor shall be allowed to establish an appropriate work schedule.

8. AUTOMOBILE.

City Auditor will receive payment of a car allowance at a rate of \$592.00 per month or at a rate established by the CITY for other Management Category I employees, whichever is greater. City Auditor shall be responsible for owning or leasing or otherwise legally possessing an automobile for his use, obtaining and paying the premiums for liability, property damage, and comprehensive insurance, and the expenses of operation, maintenance, repair, and regular replacement of City Auditor's personal automobile.

9. VACATION AND SICK LEAVE.

City Auditor shall accrue, and have credited to City Auditor's personal account, vacation, legal and personal holidays, and sick leave at the same rate and subject to the same conditions as other Management Category I employees of CITY, including but not limited to, management vacation days.

10. INSURANCE AND PHYSICAL EXAMINATIONS.

(A) CITY agrees to put into effect and pay the CITY's portion of premiums for group health, group dental, and group life insurance, covering the City Auditor, to the same extent and providing the same coverage and benefits provided Management Category I employees of the CITY, as determined by the CITY in the CITY's sole discretion, conditioned upon the City Auditor's payment of the City Auditor's portion of the premiums for employee coverage, if any, in the amounts and in the manner determined by the City of Fort Lauderdale City Commission from time to time, and conditioned upon the City Auditor's and, if applicable, the City Auditor's dependent's or dependents' meeting any medical qualifications and any other qualifications for each respective plan or policy.

(B) City Auditor shall be afforded all benefits associated with physical examinations and the City Wellness Incentive Program to the same extent as are provided to the highest-level management employees of the CITY.

(C) CITY agrees to put into force and to make required premium payments for a convertible term life insurance policy. Convertible term life insurance, as used herein, shall mean a policy which will permit the City Auditor to change the ownership of the policy, to himself, at the time he leaves the office of City Auditor. The convertible term policy shall also provide coverage, payable to the City Auditor's designated beneficiary or beneficiaries, in the amount of two (2) times City Auditor's annual salary in the event of the City Auditor's death.

11. RETIREMENT.

The City Auditor may participate in a City-approved deferred compensation (Section 457) plan by contributing the City Auditor's funds via payroll deduction in accordance with and to the extent allowed by such plan and applicable laws and regulations.

12. DUES AND SUBSCRIPTIONS.

CITY agrees to budget for and to pay therefrom reasonable professional dues and subscriptions of City Auditor necessary for City Auditor's participation in national, and state, and local associations and organizations that are necessary and desirable for both City Auditor's continued professional participation, growth and advancement, and for the good of the CITY.

13. PROFESSIONAL DEVELOPMENT.

(A) CITY agrees to budget and to pay therefrom for the travel and subsistence expenses of City Auditor for conferences, short courses, institutes and seminars that are necessary for both the City Auditor's professional development and for the good of the CITY.

(B) The foregoing expenses shall be paid as prescribed by CITY law, rules, regulations, policy and standards, and will be afforded to City Auditor to the same extent as such expenses are paid for the highest-level management employees of the CITY and shall be contingent on appropriation of funds.

14. BONDING.

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

15. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT

(A) CITY, subject to the requirements of the CITY's Charter and ordinances, shall fix any such other terms and conditions of employment as CITY may determine to be desirable or necessary from time to time, relating to the performance of City Auditor,

provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Contract, the City Charter, City Code of Ordinances, or any other applicable law.

(B) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the CITY relating to vacation and sick leave, holidays, severance pay and other fringe benefits and working conditions, as they now exist or subsequently may be amended, shall also apply to City Auditor as they would to the highest-level management employees of CITY, in addition to the benefits enumerated specifically for the benefit of City Auditor as provided in this Employment Contract. To the extent this Employment Contract provides for benefits and accruals in excess of that applicable to Management Category I employees of the CITY, City Auditor shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

16. NO REDUCTION OF BENEFITS

CITY shall not at any time during the term of this Employment Contract reduce the salary, compensation or other financial benefits of City Auditor without written consent of the City Auditor.

17. NOTICES.

Notice pursuant to this Contract may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: City Commission
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
(with a copy to the Human Resources Director)
- (2) City Auditor: Patrick Reilly
Office of the City Auditor
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Alternatively or additionally, any notice required pursuant to this Employment Contract may be personally served. Notice shall be deemed given and effective as of the date and time of personal service, or if mailed, effective as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. GENERAL PROVISIONS.

(A) The provisions of this Employment Contract constitute the entire agreement between the Parties. No representation or understanding, whether communicated orally or in writing, is or shall be effective unless contained in this Employment Contract.

(B) If any provision, or any portion of a provision contained in this Employment Contract is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Employment Contract, or such portion of it, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(C) No alteration, modification or amendment of this Employment Contract shall be effective unless contained in writing and executed between the Parties in a document of equal dignity with this Employment Contract.

(D) Venue for any lawsuit by either party against the other party or otherwise arising out of this Employment Contract, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

(E) This Employment Contract shall be construed and administered in accordance with Florida and any other applicable law.

IN WITNESS OF THE FOREGOING, the CITY and Patrick Reilly execute this Employment Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE:

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

(CORPORATE SEAL)

WITNESSES:

PATRICK REILLY

Patrick Reilly

Print Name

Print Name

Approved as to Form:

Alain E. Boileau, City Attorney