

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of July, 2019, by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "MCRA", and JEFFREY ORIS, hereinafter referred to as "Employee", both of whom agree as follows:

**WHEREAS**, the MCRA desires to employ the services Jeffrey Oris, as Executive Director of the Margate Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

**WHEREAS**, it is the desire of the MCRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

**WHEREAS**, Employee desires to accept employment as Executive Director of the Margate Community Redevelopment Agency under the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Section 1. Duties.**

The MCRA hereby agrees to employ said Employee as the Executive Director of the Margate Community Redevelopment Agency to perform the functions and duties specified in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference, Chapter 163, Part III, Florida Statutes and other relevant applicable ordinances of the City of Margate, Florida, and to perform other such legally permissible and proper duties and functions, consistent with the office of the Executive Director, as the Board of Commissioners of the MCRA shall from time to

time assign.

## Section 2. Term.

A. This Agreement shall become effective and the term of employment shall commence on the 15<sup>th</sup> day of July, 2019, (the “Effective Date”), and shall continue up to and including January 15, 2020, unless earlier terminated by either party pursuant to the termination provisions contained in this Agreement. The MCRA and Employee may agree to renew this Agreement for additional terms subject to the execution of a written amendment to this Agreement approved by the MCRA Board of Commissioners.

B. The Employee shall devote a minimum of twenty (20) hours per week on matters related to the MCRA. In the event the Employee works more than twenty eight (28) hours per week for four (4) consecutive weeks on MCRA matters, the parties agree to negotiate, in good faith, an amendment to this Agreement with respect to the required hours of Employee’s work and hourly rate of pay.

C. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the MCRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 11, of this Agreement.

D. The MCRA Board of Commissioners shall evaluate the Employee’s performance at their November, 2019 meeting, for purposes of any adjustment or amendment to this Agreement.

E. 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 MCRA, subject only to the

requirements and provisions set forth in this Employment Agreement.

Section 3. Salary.

The MCRA agrees to pay Employee for services rendered commencing upon the date of the execution of this Agreement at an hourly rate of Seventy and 00/100 (\$70.00) per hour, payable bi-weekly, at the same time as other employees of the MCRA are paid. The Board of Commissioners of the MCRA shall engage in a performance evaluation of the Employee no later than January 15, 2020.

Section 4. Computer, Phone, Equipment.

The MCRA shall provide the Employee with an office to permit the Employee to perform his job duties and responsibilities. The office shall include a laptop computer and general office equipment for the Employee's use for performing his duties as Executive Director. The MCRA shall provide the Employee with an \$80.00 monthly mobile phone allowance to conduct MCRA business.

Section 5. Travel, Automobile Expense Reimbursement.

The Employee's duties require that he utilize an automobile during his employment by the MCRA, and travel to certain events and seminars. To that end, the MCRA shall reimburse Employee for mileage and tolls for the use of his automobile, and reasonable travel expenses for MCRA related business. The Employee shall be responsible for all operating repairs and maintenance expenses with respect to such automobile and the MCRA's sole obligation shall be for the above stated reimbursement for mileage and tolls. All reimbursement for MCRA related travel shall be consistent with all City of Margate, MCRA, and State of Florida statutes, rules, and regulations.

#### Section 6. Professional Development.

The MCRA hereby agrees to budget for and pay the appropriate professional membership expenses, and the reasonable and necessary travel and subsistence expenses of the Employee to attend professional conferences and seminars (e.g. FRA, IEDC, ICSC).

#### Section 7. Outside Employment; No Conflicts.

Employee shall be entitled to perform consulting work for other clients so long as the representation of the clients does not conflict with his duties and responsibilities as the MCRA Executive Director, the goals and objectives of MCRA, or the City of Margate.

#### Section 8. Termination.

This Employment Agreement may be terminated by either party, at anytime, provided that in the event of termination by the Employee thirty (30) calendar days advance written notice shall be given the MCRA.

#### Section 9. Indemnification.

The MCRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Margate in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Margate, Florida.

#### Section 10. Physical/Health.

The Employee certifies that he is in good health and is fully capable of carrying out the duties and responsibilities of the position of Executive Director.

#### Section 11. Other Terms and Conditions of Employment.

The MCRA Board of Commissioners, in consultation with the Employee, shall fix any

such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

#### Section 12. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

MCRA: Margate Community Redevelopment Agency  
General Counsel  
3099 E. Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
Telephone No. (561) 276-9400  
Facsimile No. (561) 771-4923

Employee: Jeffrey Oris  
5062 NW 45th Ave,  
Coconut Creek, FL 33073  
Telephone No. (954) 290-4152

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 13. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. Any items, matters, or obligations not specifically addressed in this Agreement

shall be governed by the terms and provisions of the applicable Human Resources Policies and Procedure Manual as may be amended from time to time.

D. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Margate Community Redevelopment Agency, Margate, Florida, has caused this Agreement to be signed and executed on its behalf by the MCRA Chair, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:

MARGATE COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

JEFFREY ORIS

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name