

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2020, 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.

A. 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.

B. During the term of this Agreement, the Executive Director will not have set work hours or a set work schedule. Executive Director acknowledges that the duties of Executive Director will be variable and may require work after the MCRA's regular business hours, and on nights, weekends and holidays. Executive Director agrees to devote Executive Director's best efforts and the time and energy necessary to perform fully the duties of Executive Director as required under this Agreement.

Section 2. Term.

A. This Agreement shall become effective and the term of employment shall commence on the ____ day of _____, 2020, (the "Effective Date"), and shall continue up to and including _____, 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. 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.

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 MCRA, subject only to providing the MCRA Board with no less than thirty (30) days written notice, and the requirements and provisions set forth in this Employment Agreement.

Section 3. Salary/Performance Evaluation.

The MCRA agrees to pay Employee for services rendered commencing upon the date of the execution of this Agreement at an annual rate of One Hundred Forty Five Thousand Six Hundred and 00/100 Dollars (\$145,600.00), payable bi-weekly, at the same time as other employees of the MCRA are paid. The Employee shall automatically receive the same salary adjustment as the City of Margate's Department Directors/Senior Staff receive on an annual basis. The Board of Commissioners of the MCRA shall engage in a performance evaluation of the Employee no later than July 31, 2020. Thereafter, no later than January 31, 2021, and each subsequent January 31st, the Board of Commissioners shall conduct an annual review of the Employee's performance. The annual review shall include written findings by the Board of Commissioners, and any approved salary adjustment.

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.

A. Dues for Professional Memberships. The MCRA agrees to pay Executive Director's professional dues for membership in the Florida Redevelopment Association, International Council of Shopping Centers, Florida Economic Development Council, and the International Economic Development Council. The MCRA shall pay other dues and subscriptions on behalf of Executive Director as are approved in the MCRA's annual budget (on a line item basis) or as authorized separately by the MCRA Board of Commissioners.

B. The MCRA agrees to pay for the Executive Director's travel and attendance at conferences as may be approved in the MCRA's annual budget (on a line item basis), or as authorized separately by the MCRA Board of Commissioners in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the MCRA.

Section 7. Outside Employment; No Conflicts.

Employee shall be entitled to perform consulting work for the City of Naples, and 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. Any work the Employee performs for other clients shall be performed outside of the normal forty (40) hour work week.

Section 8. Vacation and Sick Leave

A. The Executive Director shall be eligible for paid vacation and/or sick leave beginning on the first day of regular full-time employment with the MCRA.

B. The Executive Director shall accrue vacation and sick leave at the same rate as a City Department Director with more than 5 years but less than 10 years of service to the City.

Section 9. Holidays

A. The Executive Director is entitled to the same paid holidays and personal days as provided to all Administrative Employees of the City of Margate. If the Executive Director works on a holiday or does not use a personal day during the year, the Executive Director can bank such days for future use.

Section 10. Benefits

A. The Executive Director shall be entitled to receive the same health insurance, life insurance, dental insurance, and vision insurance as the City of Margate's Department Directors/Senior Staff.

B. The Executive Director shall be entitled to access to the same voluntary benefits as the City of Margate's Department Directors/Senior Staff (i.e. long term/short term disability, flexible spending account, etc.)

C. The MCRA shall provide the Executive Director with professional insurance, including, but not limited to, officers and director's insurance, with such policy and coverage limits as deemed appropriate by the City of Margate's risk management consultant.

D. The Executive Director shall be able to participate in the Senior Executive Program under the Florida Retirement System. The Executive Director shall contribute the same percentage

as the City of Margate's Department Directors/Senior Staff contribute to the retirement plan.

Section 11. Termination.

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

B. In the event the MCRA Board of Commissioners terminates this Agreement within the first ninety (90) days of this Agreement, the Executive Director shall be entitled to receive two (2) weeks salary and benefits following the date of termination. This provision shall not apply if the MCRA Board terminates the Executive Director for cause, due to misfeasance, malfeasance, or the failure to perform his duties as determined by the MCRA Board in its sole and absolute discretion.

C. In the event the MCRA Board of Commissioners terminates this Agreement following the first ninety (90) days, the Executive Director shall be entitled to receive one (1) month's salary and benefits following the date of termination. This provision shall not apply if the MCRA Board terminates the Executive Director for cause, due to misfeasance, malfeasance, or the failure to perform his duties as determined by the MCRA Board in its sole and absolute discretion.

Section 12. 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 13. 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 14. 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 15. 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
c/o David N. Tolces, General Counsel
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
Telephone No. (561) 835-2111
Facsimile No. (954) 764-7770

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 16. Other Terms and Conditions

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

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Executive Director.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement, and venue for any litigation which may arise that in any way involves this Agreement shall be in Broward County in a court of competent jurisdiction.

F. Upon Executive Director's death, the MCRA's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with MCRA's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the MCRA's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer

construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the MCRA Board of Commissioners and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to a writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Executive Director, except as provided in herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorney's fees, including those incurred in any appeals thereof, plus costs.

L. Any calculation or computations required herein shall be made by the City of Margate Finance Director, subject to verification by the MCRA Attorney.

M. On any matter which is not covered or addressed by this Agreement or the MCRA Bylaws, the general City of Margate personnel policies, as amended from time to time, and as may

apply, shall control, subject to confirmation by the MCRA Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

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:

MCRA General Counsel

WITNESSES:

JEFFREY ORIS

Print Name

Jeffrey Oris

Print Name