EMPLOYMENT AGREEMENT
CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____, day of _____, 2018, by and between the **CITY OF RIVIERA BEACH,** a municipal corporation validly existing under the laws of the State of Florida (hereinafter referred to as "City"), and **ANDREW DEGRAFFENREIDT, III** (hereinafter referred to as "Mr. DeGraffenreidt").

WITNESSETH:

WHEREAS, at a City Council meeting held on June 20, 2018, the City Council voted to extend the employment of Mr. DeGraffenreidt as the City Attorney until a new City Attorney was employed not to exceed six (6) months; and

WHEREAS, Mr. DeGraffenreidt's extended employment as City Attorney became effective on July 13, 2018; and

WHEREAS the City Council wishes to enter into an employment agreement with Mr. DeGraffenreidt which establishes the terms and conditions of his employment with the City.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the City and Mr. DeGraffenreidt do mutually agree as follows:

Section 1. Duties.

A. The City agrees to employ Mr. DeGraffenreidt as City Attorney on a full time basis as the Chief Legal Officer of the City and head of the City's Legal Department.

B. Mr. DeGraffenreidt agrees to perform the duties and functions of the City Attorney as specified in the City Charter and Code of Ordinances of the City of Riviera Beach, Florida, and agrees to perform such other legally permissible and proper duties and functions as the City Council shall from time to time require.

Section 2. Salary and Term of Agreement.

A. In consideration of the services to be performed by Mr. DeGraffenreidt, the City will pay Mr. DeGraffenreidt an annual base salary of $167,474.84, payable in installments at the same time as other management employees are paid. Mr. DeGraffenreidt shall receive and be entitled to all longevity and cost of living/wage adjustment increases which the City grants to other management employees. In addition, the City Council may, at any time, grant Mr. DeGraffenreidt a merit increase.

B. Mr. DeGraffenreidt's contract was signed on the below date, the agreement goes into effect retroactive to July 13, 2018, when Mr. DeGraffenreidt's contract was extended as City Attorney. The term of the agreement shall be for a period of time not to exceed 6 months and shall terminate upon the appointment of a new City Attorney. There shall be no automatic renewals.

C. Mr. DeGraffenreidt serves at the pleasure of the City Council and nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Mr. DeGraffenreidt.

D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Mr. DeGraffenreidt to resign the position of City Attorney.

Section 3. Termination.

A. The City Council may at any time, terminate the employment of Mr. DeGraffenreidt under this agreement at the City's pleasure and without cause.

B. In the event the Mr. DeGraffenreidt voluntarily resigns the position of City Attorney, Employee shall provide the City with thirty (30) days written notice of said resignation.

In such event, the City's obligation shall be to pay Mr. DeGraffenreidt for all time actually worked, as well as all remaining accrued employment benefits per this agreement and pursuant to city policy; said sums to be paid at the conclusion of Mr. DeGraffenreidt's employment but no later than thirty (30) days after the employment has concluded.

Section 4. Benefits.

The City shall provide Mr. DeGraffenreidt with all of the benefits accruing to City employees in management positions, except to the extent modified by this agreement.

Section 5. Retirement.

If allowed under Florida law, rather than participate as a member of the City Florida Retirement System, Mr. DeGraffenreidt elects to utilize a private retirement account to which the City agrees to contribute to at the rate of three percent (3%) of Mr. DeGraffenreidt's compensation each pay period.

Section 6. Deferred Compensation.

The City will pay Mr. DeGraffenreidt's annual deferred compensation in an amount equal to the maximum permitted by law. Said deferred compensation shall be paid to a qualified 457 Deferred Compensation Account. Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. Upon expiration of this agreement, or upon either termination or resignation of Mr. DeGraffenreidt, the City agrees to transfer ownership of said plan/account at Mr. DeGraffenreidt's direction.

Section 7. Insurance.

The City will provide Mr. DeGraffenreidt with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to City employees in management positions. Further, the City shall pay for a Long Term

Disability policy which will pay Mr. DeGraffenreidt sixty percent (60%) of his compensation. The City will provide Mr. DeGraffenreidt with Term Life Insurance, fully paid by the City, with a face value of $160,000. Mr. DeGraffenreidt acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above will be selected solely by Mr. DeGraffenreidt, and the City is not responsible for the quality, quantity, or adequacy of said policies.

Section 8. Vacation.

Mr. DeGraffenreidt shall be entitled to twenty-five (25) days paid vacation annually. Any unused vacation days shall accrue to Mr. DeGraffenreidt in accordance with City policy. Payment for accrued but unused vacation days shall be made to Mr. DeGraffenreidt upon termination of employment regardless of the manner of termination (whether by termination, expiration or resignation).

Section 9. Sick Days.

Mr. DeGraffenreidt shall be entitled to twelve (12) sick days per year. Any unused sick days shall accrue to Mr. DeGraffenreidt in accordance with City policy. Payment for accrued but unused sick days shall be made to Mr. DeGraffenreidt upon termination of employment regardless of the manner of termination (whether by termination, expiration or resignation).

Section 10. Transportation Allowance.

The City shall pay Mr. DeGraffenreidt the sum of $500.00 per month for a transportation allowance. Mr. DeGraffenreidt shall not seek, and is not entitled to, reimbursement for the first 150 miles of vehicular travel on any given City trip.

Section 11. Dues and Subscriptions.

The City will provide Mr. DeGraffenreidt with a budget of no less than $1000.00 annually for membership fees and dues in professional organizations, including the Florida Bar, the American Bar Association, and the National Bar Association, and for subscriptions relevant to fulfilling the duties as City Attorney.

Section 12. Professional Development.

The City will provide Mr. DeGraffenreidt with a budget of no less than $1000.00 annually for personal training relative to professional development and growth, including mandatory continuing legal education required by the Florida Bar.

Section 13. Evaluation.

The City Council may initiate an evaluation of Mr. DeGraffenreidt's performance at any time during the agreement. However, in accordance with the City Charter, a performance evaluation will be conducted at least annually. The evaluation may set forth findings of fact and future goals requested of Mr. DeGraffenreidt. The procedure may be established by the City Council. The results of the evaluation shall be given to Mr. DeGraffenreidt and he shall be provided adequate opportunity to

discuss the evaluation with the City Council as a whole or on an individual basis.

Section 14. Indemnification of Employees.

The City agrees, pursuant to Section II 1.07, Florida Statutes, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of Mr. DeGraffenreidt while serving as the City Attorney arising out and in the scope of his employment or function as City Attorney, as well as costs, disbursements, claims, payments, judgments, or settlements resulting from any lawsuit or claim, unless in the case of a tort action Mr. DeGraffenreidt has been determined in final judgment to have caused the harm intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Mr. DeGraffenreidt while serving as the City Attorney arising out of the scope of his employment. A reasonable fee should not exceed the amount the City pays for its attorneys, but in any case should not exceed $350 per hour without prior approval of the City Council. Said indemnification provision shall continue to be in effect after termination of employment.

Section 15. Effective Date.

This agreement shall become effective retroactively on July 13, 2018.

Section 16. General Provision.

The text of this document constitutes the entire agreement between the parties and may be modified only in writing by the parties.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be made and entered into the day and year first written above.

_____ _____

Lina F. Busby Date
Assistant City Attorney