

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between THE CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Basilios "Billy" Poulos, (hereinafter "Employee"), pursuant to the following terms and conditions:

WHEREAS, the Board of Commissioners has appointed the Employee at a public meeting to serve as Internal Auditor of the City of Tarpon Springs in accordance with its Charter and Ordinances, and

WHEREAS, it is the desire of the Board of Commissioners to provide certain benefits, establish certain benefits of employment and to set the working conditions of the said Employee, and

WHEREAS, Employee wishes to accept the employment as Internal Auditor of the City of Tarpon Springs under the terms and conditions set forth herein.

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

1. EMPLOYMENT. The City hereby employs the Employee as the City's Internal Auditor and the Employee hereby accepts the employment upon the terms and conditions hereinafter set forth.
 - A. The Employee agrees to serve as Internal Auditor of the City of Tarpon Springs and to fulfill the duties of that office as set forth in the City Code of Ordinances and the City Charter as they now exist or as they may be amended hereinafter and particularly under the terms and conditions of Section 14 of the City Charter. In the event of any conflict between the terms of this Employment Agreement and the Charter of the City, the Code of Ordinances of the City or state statute, the City Charter, City Code of Ordinances and state statutes will prevail to the extent of such conflict.
 - B. The Employee agrees to remain in the exclusive employ of the City and shall not seek or engage in any other employment or business activity without specific prior approval of the City Commission. The Employee agrees to devote the amount of time and energy necessary for the Employee to faithfully perform his duties under this Agreement.
 - C. The Employee agrees to continually provide his best efforts to efficiently and effectively perform his duties in a professional manner, uphold the City Code of Ordinances, the City's *Personnel Rules and Regulations* and City policies, and to fully

support the Commission/Manager form of government as expressed in the City Charter of the City of Tarpon Springs. The Employee agrees to do his utmost to advance the goals and interests of the City of Tarpon Springs and to abide by the ethical standards of conduct of state statute (specifically including Chapter 112, Fla. Stat.) and to abide by any other ethical standards as established by case law of the courts of Florida or the City Code.

2. COMPENSATION. City shall pay to Employee the following compensation for the term of this agreement, which compensation shall be in addition to the General Employees' Retirement Plan contributions:

- A. A starting base salary of \$95,000.00 per annum, payable from the effective date of this agreement, in such amounts and at such time or times during each one-year term as directed by the Board of Commissioners.
- B. The City agrees to review said base salary and/or benefits of Employee and make such adjustment in such amounts and to such extent as the Board of Commissioners may determine that it is desirable to do so on the basis of an annual salary review of said Employee.

3. TERM.

- A. This Agreement becomes effective after the City receives confirmation that the Employee has successfully passed a pre-employment physical and drug screen.
- B. The Employee's employment with the Board of Commissioners shall begin on the _____ day of _____, 2021, or ___ business days after the City receives confirmation of the Employee successfully passing a pre-employment physical and drug screen, whichever occurs later. The agreement shall continue unless terminated under the provisions provided herein. The Employee serves at the pleasure of the Board of Commissioners. The Employee is an employee at will and there does not exist any property right in the Employee's job or position with the City. The Employee works at the pleasure and will of the City Commission. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, with or without cause, at the sole discretion of the Board of Commissioners. The Employee shall have no additional rights of employment other than those provided for in this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time the position of Internal Auditor.

4. GOALS AND OBJECTIVES AND PERFORMANCE EVALUATION.

- A. On an annual basis, the Board of Commissioners and the Employee shall define the goals and performance objectives which they determine necessary for the proper operation of the City government and in the plan for attainment of the Board of Commissioners' policy objectives, they shall further establish a relative priority among those various goals and objectives. The goals shall generally be attainable within the time limitations as specified and agreed upon between the Internal Auditor and the Board of Commissioners and shall be affordable in accordance with the annual operating and capital budgets and the appropriations provided therefore.
- B. The Board of Commissioners shall review and evaluate the performance of the Employee at least once annually, by September 1 of each year, and such other times as the Board deems appropriate. This evaluation shall be in accordance with a written evaluation process approved by the Board of Commissioners.
- C. The Board of Commissioners shall provide the Employee with a written summary of the findings of the evaluation and shall provide an opportunity for the Employee to discuss the evaluation with the Board of Commissioners.
- D. The Employee may be required to successfully complete educational courses or maintain certain certifications at the request of the Board of Commissioners. The Employee shall provide proof of successful completion of said courses or certification at the request of the Board of Commissioners.
- E. The Board of Commissioners, at its sole discretion, may reward the Employee based upon the Employee's achievements of standards set by the Board of Commissioners.

5. VACATION. The Employee shall accrue a maximum of 21 days vacation during each fiscal year and may take accrued vacation at times to be determined in the manner most convenient to the City. Vacation will be accrued weekly pro rata. Unused days of vacation may be carried over to future years in accordance with the City of Tarpon Springs *Personnel Rules and Regulations* and the City's policies applicable to general employees. If the Employee or the City terminates the employment of the Employee for any reason prior to the use of vacation days, the Employee shall be paid for such accumulated and unused vacation days at the time of termination computed as a multiple of the Employee's base salary in effect at the time of termination.

6. SICK LEAVE. The Employee shall accrue 12 days of sick leave during each City fiscal year. Sick leave will be accrued weekly pro rata with the maximum accrual in accordance with that for the City's general employees. Sick leave provisions shall be consistent with the procedures outlined in Rule 11, Section 2. Of the *City's Personnel Rules and Regulations* as they apply to general employees.

7. INSURANCE. The Employee shall be entitled to the same health, long-term disability and dental insurance as other general employees of the City. The City shall purchase life insurance for the Employee with a death benefit of fifty thousand dollars.
8. DEATH DURING EMPLOYMENT. If the Employee dies during the term of his employment, this Agreement shall terminate as of such date and the City shall have no financial obligation to the Employee or his estate pursuant to this Agreement after such termination; provided, however, all unpaid vacation leave, accrued salary and life insurance benefits shall be paid as stipulated by the Employee to his designated beneficiary, or in the absence of such designation, to the Employee's estate.
9. NOTICE. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:
To Employer at:
Mayor Chrisostomos Alahousos
City of Tarpon Springs, Florida
324 East Pine Street
P.O. Box 5004
Tarpon Springs, FL 34688-5004
To Employee at:
Basilios "Billy" Poulos
16112 Rambling Road
Odessa, FL 33556
10. WAIVER OF BREACH. The Waiver by the City of a breach of any condition of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach by the City.
11. ASSIGNMENT. The rights and obligations of the parties of this Agreement shall ensure to the benefit of and be binding upon the successors, personal representatives and assigns of the parties.
12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement cannot be changed orally, but only by an agreement in writing signed by the parties hereto.
13. PRIOR AGREEMENTS. This Agreement amends and supplements any and all prior Employment Agreements between the parties, whether oral or written, and any such oral or written communication is merged herein.
14. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Florida. Venue for any litigation relative to this Agreement shall be brought exclusively in Pinellas County, Florida.

15. SEVERABILITY. If any provision or portion of this Agreement is held to be unconstitutional, or invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected thereby and shall remain in full force and effect.
16. CHARTER INCORPORATED. The language of the City Charter, as it may be amended from time to time with regard to the powers and duties of the Internal Auditor, and any language of the City code or amendment thereto, as it may be amended from time to time, is incorporated herein by reference. The text herein, including the aforesaid provisions of the City Charter and the City Code, shall be part of the Agreement between the parties.
17. CHANGE OF CONDITIONS. The Board of Commissioners shall fix any other reasonable terms and conditions of employment as it may determine from time to time regarding the performance of the Employee, provided that such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the City Charter, the City Code or any other law.

EMPLOYER:

EMPLOYEE:

CITY OF TARPON SPRINGS

By: _____
MAYOR

By: _____
BASILIOS "BILLY" POULOS

ATTEST:

By: _____
IRENE S. JACOBS
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

By: _____
ERIN G. JACKSON, ESQ.
CITY LABOR ATTORNEY