

## **INTERNAL AUDITOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of October 2022, by and between the City of Ocala, Florida, a Florida municipal corporation (“Employer or Council”) and Randall E. Bridgeman (“Auditor”) both of whom understand as follows:

### **WITNESSETH**

**WHEREAS**, Employer desires to contract for the services of Randall E. Bridgeman as Internal Auditor of the City of Ocala, Florida, as provided for in the Home Rule Charter of the City of Ocala; and

**WHEREAS**, it is the desire of Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Auditor; and

**WHEREAS**, it is the desire of the Council to: (1) retain the services of the Auditor, (2) provide inducement for him to remain in such employment, (3) make possible full work productivity and independence by assuring Auditor’s morale and peace of mind with respect to future security, and (4) to provide a just means for terminating Auditor’s services at such time that Employer may desire to terminate his employment.

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

### **Section 1. Powers and Duties of the Internal Auditor.**

The Auditor shall be responsible for the proper administration of the Auditor’s Office within and for the City of Ocala. To that end, the Auditor shall have the power and perform all duties as required by Section 2-273 of the Code of Ordinances, as well as perform other such duties as may be required by the Council, not inconsistent with the Charter, law, ordinances or this Agreement.

### **Section 2. Term.**

- A. The Auditor serves at the pleasure of the Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Auditor at any time subject only to the provisions of Section 3. of this Agreement.
  
- B. The term of this Employment Agreement shall be for the term beginning November 1, 2022 and concluding on October 31, 2024, pursuant to Section 2.17 of the City Charter. The term may be successively extended for a period of two additional years pursuant to Charter Section 2.17. Reappointment without the execution of a new agreement shall constitute renewal of this Agreement, or if the Agreement is amended, the Amended Agreement.

- C. In the event Auditor desires to voluntarily resign as Auditor before expiration of the term of this Agreement, then Auditor shall give the Council 90 days advance notice unless the parties agree otherwise. Failure to provide such advance notice shall preclude Auditor from receiving those benefits that Auditor may have otherwise been entitled to receive pursuant to Section 3 of this Agreement.

### **Section 3. Termination and Severance Pay.**

- A. In the event the Auditor is not reappointed by the Council and the Council does not provide at least a 90-day notice, then Employer agrees to pay Auditor a lump sum of cash payment equal to 20 weeks compensation as “severance” as that term is defined in Florida Statute, §215.425(4)(d), to include benefits and perquisites such as retirement contribution, deferred compensation payments, and car allowance. In the event the Auditor is terminated without cause at any other time, then Employer agrees to pay Auditor a lump sum severance equal to 20 weeks compensation. The Auditor shall also be paid out for all earned Paid Time Off (PTO), holidays, and other accrued benefits to-date, calculated at the rate of pay in effect upon termination. If Council provides at least 90 days’ notice of intent not to reappoint, Auditor may voluntarily separate from City and receive severance equal to remaining term under this employment agreement, and shall also be paid out for all earned PTO, holidays, and other accrued benefits to-date, calculated at the rate of pay in effect upon termination.
- B. In the event the Auditor is terminated by the Council without cause, all life, health, dental, and disability insurance and all other Employer provided benefits shall continue in force and coverage, at Employer expense, for a 20-week severance period or until similar coverage is provided to Auditor by a subsequent employer (and in full force and effect) whichever comes first. Said continuation, of group health insurance coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.
- C. In the event the Council at any time reduces the salary, compensation or other benefits of the Auditor in a greater amount than an applicable across-the-board reduction for all employees of Employer, or in the event the Council refuses to comply with any other provision benefiting the Auditor herein, then in that event Employee may at his option, be deemed to be terminated without cause, as provided herein.
- D. In the event the Auditor is terminated for “cause” then Employer’s only obligation to employee is to pay all compensation and benefits accrued but unpaid at the date of termination. “Cause” is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful dereliction of duty; (2) any felony or misdemeanor conviction of any crime involving moral turpitude; (3) material dishonesty; public insobriety or drug or alcohol addiction; (4) misconduct as defined in Florida Statute,

§443.036(29) in which case, by statute, such payment would be prohibited; or (5) any other act of a similar nature of the same or greater seriousness.

- E. Should the Auditor be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Council shall have the right to terminate this agreement subject to payment of the severance benefits set forth in Sections 3(A) and 3(B) above.
- F. For the purpose of complying with Section 3. of this Agreement, appropriations held as encumbered fund balances in any fund or account shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this provision of the Employment Agreement.
- G. The terms of this Agreement shall remain in full force and effect until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered into by the Auditor and Council.
- H. Contemporaneously with the delivery of the severance pay hereinabove set out, employee agrees to execute and deliver to Employer a release releasing Employer of all claims that employee may have against Employer.

**Section 4. Salary.**

Employer agrees to pay Employee for services rendered pursuant hereto as Auditor an annual base salary of \$132,000 payable biweekly effective November 1, 2022. The Auditor shall receive all cost-of-living increases, if any, which Employer may grant to its other employees, at the same time and in the same manner said increases are granted to those employees.

**Section 5. Retirement Benefits.**

The Auditor shall participate in the General Employee 401(a) Defined Contribution Plan on the same terms and conditions as all city employees participating in that Plan.

**Section 6. Insurance Coverage.**

The Auditor shall participate in the same health, eye care, and dental plans as all other city employees and on the same payment basis.

**Section 7. Other Benefits.**

All provisions of the Charter, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Auditor as they would to all other city employees. Additionally, the Auditor shall be entitled to any and all employment benefits that City of Ocala department head receives.

**Section 8. Professional Development.**

Employer agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expense of the Auditor for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation shall include, but not be limited to attendance at the annual conferences which said participation is beneficial to Employer, as well as associated short courses, institutes, and seminars.

**Section 9. Performance Evaluation.**

The Council shall review and evaluate the performance of the Auditor normally no later than October 1 of each year. Employer agrees to increase base salary and other benefits of the Auditor at the time of said review, in such amounts and to such extent as the Council may determine that it is desirable to do so, in light of the performance by Auditor. It is further understood that merit increases based on annual performance evaluations and salary reviews are exclusive of any general cost-of-living increases provided to other employees.

**Section 10. General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective upon adoption and approval by the Council of the City of Ocala.
- C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Ocala has caused this Agreement to be signed and executed in its behalf by its Council President and duly attested by its City Clerk, and the Clerk has signed and executed this Agreement the day and year first written above.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

By: \_\_\_\_\_  
Ire Bethea, Sr.  
President, Ocala City Council

Approval as to form and legality:

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Robert W. Batsel, Jr.  
City Attorney

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Randall E. Bridgeman, Internal Auditor