

## FIRST ADDENDUM TO EMPLOYMENT AGREEMENT DATED NOVEMBER 22, 2016

THIS FIRST ADDENDUM ("Addendum"), to that certain Employment Agreement, dated November 22, 2016, is hereby made and entered into this 10<sup>th</sup> day of January 2017, effective retroactively to December 31, 2016 (the "effective date") by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, hereinafter referred to as the "City" and NEAL DE JESUS, hereinafter referred to as "Employee," both of whom agree that the current Employment Agreement is hereby amended as follows:

- Section 1: The City Commission desires to retain Employee as the Interim City Manager ("ICM") until such time as permanent City Manager may be employed. During Employee's service as ICM, the duties and responsibilities as Fire-Chief shall be performed by a subordinate who shall be designated by Employee. Employee understands and accepts that he may not act or serve as Fire-Chief and ICM simultaneously.
- Section 2: If or when Employee ceases to be employed as the ICM, whether by Employee's choice or the City's choice, Employee shall have the absolute and unfettered right to return to his position as Fire-Chief of the City of Delray Beach and this First Addendum shall automatically terminate. Employee agrees to provide no less than thirty (30) days' written notice prior to voluntarily resigning and/or returning to his position as Fire-Chief.
- Section 3: So long as Employee is employed as the ICM, he shall be entitled to receive \$2,000.00 per month temporary housing allowance. The City agrees to provide additional assistance to Employee to secure such temporary housing by paying any necessary security deposits and/or pre-paid rents as may be required.
- Section 4: During his employment as ICM, Employee shall receive an annual salary of One Hundred Fifty-Nine Thousand Five Hundred Dollars (\$159,500.00) payable in installments at the same time as other general employees of the City are paid.
- Section 5: For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree that this FIRST ADDENDUM shall be attached to the current Employment Agreement which was entered into by and between the parties on November 22, 2016, and shall become a part thereof. All other sections of the current Employment Agreement shall remain in full force and effect as set forth in that Agreement and there shall be no changes to that Agreement with the exception of those items specifically set forth in this FIRST ADDENDUM.

Further, the parties agree as follows:

- A. If any term, provision, or condition set forth in this FIRST ADDENDUM is in conflict with any term, provision, or condition contained in any previous addendum the terms, provisions, and conditions of this FIRST ADDENDUM shall prevail.
- B. If any term, provision, or condition set forth in this FIRST ADDENDUM is held unconstitutional, invalid or unenforceable, the remainder of this FIRST ADDENDUM, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Delray Beach, Florida, has caused this FIRST ADDENDUM to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk, and approved as to form by the City Attorney, and the Employee has signed and executed this FIRST ADDENDUM, both in duplicate, on the day and year first above written.

**CITY OF DELRAY BEACH**

\_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_\_  
Date

**EMPLOYEE**

\_\_\_\_\_  
Neal de Jesus

\_\_\_\_\_  
Date

Attest:

Approved as to form and legal sufficiency

\_\_\_\_\_  
Chevelle Nubin, MMC, City Clerk

  
\_\_\_\_\_  
R. Max Lohman, City Attorney