

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT DATED NOVEMBER 22, 2016

THIS SECOND ADDENDUM ("Addendum"), to that certain Employment Agreement, dated November 22, 2016, is hereby made and entered into this 16th day of March 2017, effective retroactively to March 1, 2017 (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. 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. Upon Employee's return to his position as Fire-Chief of the City of Delray Beach, Employee shall receive an annual salary of One Hundred Fifty-Nine Thousand Five Hundred Fifteen and 20/100 Dollars (\$159,515.20).

Section 3: Employee shall be entitled to receive \$2,000.00 per month housing allowance. The City agrees to provide additional assistance to Employee to secure such 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 Eighty-Seven Thousand Twelve and 80/100 Dollars (\$187,012.80) 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 SECOND ADDENDUM shall be attached to the current Employment Agreement which was entered into by and between the parties on November 22, 2106, 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 the SECOND ADDENDUM.

Further, the parties agree as follows:

- A. If any term, provision, or condition set forth in this SECOND ADDENDUM is in conflict with any term, provision, or condition contained in any previous addendum the terms, provisions, and conditions of this SECOND ADDENDUM shall prevail.
- B. If any term, provision, or condition set forth in this SECOND ADDENDUM is held unconstitutional, invalid or unenforceable, the remainder of this SECOND 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 SECOND 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 SECOND ADDENDUM, both in duplicate, on the day and year first above written.

CITY OF DELRAY BEACH

EMPLOYEE

Cary D. Glickstein, Mayor

Neal de Jesus

Attest:

Approved as to form and legal sufficiency

Kimberly Wynn, Interim, City Clerk

R. Max Lohman, City Attorney