

THIRD ADDENDUM TO EMPLOYMENT AGREEMENT DATED NOVEMBER 22, 2016

THIS THIRD ADDENDUM ("Third Addendum"), to that certain Employment Agreement, dated November 22, 2016, is hereby made and entered into this 6th day of June 2017, effective retroactively to June 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 a 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 Eighty-Seven Thousand Twelve and 80/100 Dollars (\$187,012.80).

Section 3: Employee shall be entitled to receive \$3,000.00 per month housing allowance. The City agrees to provide additional assistance to Employee to secure housing by paying any necessary security deposits and/or pre-paid rents as may be required. Any security deposits paid by the City shall be refunded to the City by Employee's landlord or by Employee should Employee's landlord legally claim and retain a portion or all of the security deposit upon the conclusion of Employee's tenancy.

Section 4: During his employment as ICM, Employee shall receive an annual salary of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which is the base pay of the approved City Manager salary range, payable in installments at the same time as other general employees of the City are paid.

Section 5: The Employee's duties require that he have the use of an automobile during his employment by the City. To that end, the City shall grant Employee the use of an unmarked automobile equipped with appropriate mobile communications (vehicle shall be of similar type and similarly equipped as was provided when Employee was serving as Fire-Chief), and will be allowed unlimited personal use of this automobile which shall be insured and maintained by the City.

Section 6: The Employee will be entitled to the following vacation and sick leave:

- A. Twenty-four (24) weeks vacation leave;
 - B. Twelve (12) weeks sick leave; and
 - C. Employee may not take more than four weeks vacation during any single calendar year.
- Both vacation and sick leave shall fully and automatically accrue upon the effective date of this THIRD ADDENDUM.

Section 7: Should the City Commission terminate the services of Employee as the ICM, either with or without cause, the Employee shall have the absolute and unfettered right to return to his previous position as Fire-Chief without interruption in employment status and shall be entitled to receive the pay and benefits as set forth in his Employment Agreement and any applicable addenda thereto, plus any applicable increases to which Employee might otherwise be entitled.

If Employee's employment is terminated following return to his position as Fire-Chief, for any reason or for no reason, either by the City or voluntarily by Employee, then the City shall pay to Employee twenty (20) weeks' pay as severance and any accrued compensation due Employee up to Employee's final day of employment, including any accrued vacation and sick leave. Employee shall also be entitled to remain on the City's healthcare plan for six (6) months following Employee's last day of employment, under the same conditions and coverage as Employee was receiving at the time his employment ceased. This subsection shall not prevent Employee from collecting any money earned as a result of his participation in a City sponsored retirement plan (i.e.; 401(a) program or 457 deferred compensation program).

Section 8: 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 THIRD 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 FIRST ADDENDUM, SECOND ADDENDUM, AND THIS THIRD ADDENDUM.

Further, the parties agree as follows:

A. If any term, provision, or condition set forth in this THIRD ADDENDUM is in conflict with any term, provision, or condition contained in any previous addendum the terms, provisions, and conditions of this THIRD ADDENDUM shall prevail.

B. If any term, provision, or condition set forth in this THIRD ADDENDUM is held unconstitutional, invalid or unenforceable, the remainder of this THIRD 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 THIRD 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 THIRD 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

Katerri Johnson, City Clerk

R. Max Lohman, City Attorney