

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of June, 2019, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "CRA", and RENÉE A. JADUSINGH, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the CRA desires to employ the services Renée A. Jadusingh, as _____ of the Delray Beach Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

WHEREAS, it is the desire of the CRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

WHEREAS, Employee desires to accept employment as _____ of the Delray Beach Community Redevelopment Agency under the terms and conditions set forth herein.

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

Section 1. Duties.

The CRA hereby agrees to employ said Employee as the _____ of the Delray Beach Community Redevelopment Agency to perform the functions and duties specified in Chapter 163, Part III, Florida Statutes and other relevant applicable ordinances of the City of Delray Beach, Florida, and to perform other such legally permissible and proper duties and functions, consistent with the office of the _____, as the Board of Commissioners of the

CRA shall from time to time assign.

Section 2. Term.

A. This Agreement shall become effective and the term of employment shall commence on the _____ day of _____, 2019, (the "Effective Date"), and shall continue until terminated by either party pursuant to Section 11. Any previous agreement shall be null and void.

B. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the CRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 11, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the CRA, subject only to the requirements and provisions set forth in Section 11, of this Employment Agreement.

Section 3. Salary.

The CRA agrees to pay Employee for services rendered commencing upon the date of the execution of this Agreement at an annual salary of _____ and 00/100 Dollars (\$ _____) payable bi-weekly, at the same time as other employees of the CRA are paid. The Board of Commissioners of the CRA shall engage in a performance evaluation of the Employee no later than _____ after the Effective Date. On an annual basis, The Board of Commissioners of the CRA shall engage in an annual performance evaluation and salary and benefit review of said Employee on or about October 1st, during the term of this Agreement for the purpose of recommending compensation and benefit adjustment

for the ensuing year.

Section 4. Deferred Compensation.

The CRA agrees to execute all necessary agreements provided by the International City Management Association--Retirement Corporation (ICMA-RC) either directly or through the City of Delray Beach for the Employee's continued participation in said ICMA-RC retirement plan and, in addition to the base salary paid by the CRA to the Employee, the CRA agrees to pay the maximum amount allowable of the Employee's base gross salary into the ICMA-RC on Employee's behalf, in equal proportionate amounts on a bi-weekly basis, and to transfer ownership to succeeding employers upon the Employee's resignation or discharge.

Section 5. Vacation and Sick Leave.

The Employee shall be entitled to be paid sick and vacation leave under the following terms and conditions:

A. Vacation Leave. Employee shall follow the outlined accruals as noted in the Delray Beach CRA Policy and Procedure Manual. The Employee may not take more than thirteen (13) vacation days during any consecutive period of time. The Board of Commissioners may waive this cap based on mitigating circumstances.

B. Sick Leave. Employee shall follow the outlined guidelines as noted in the Delray Beach CRA Human Resources Policies and Procedures Manual.

C. Personal Leave. Employee shall not be entitled to any personal leave time except for bereavement of an immediate family member which is outlined in the Delray Beach CRA Human Resources Policies & Procedures Manual.

Section 6. Insurance.

A. At Employee's option the CRA agrees to provide health insurance for the Employee alone through the City of Delray Beach and the Employer shall be responsible for providing health coverage for her family.

B. The CRA shall provide Employee with long-term disability coverage during the term of this Agreement equal to _____ percent (_____%) of base salary, and term life insurance in the amount of \$50,000.00.

Section 7. Automobile/Car Allowance.

The Employee's duties require that she have the use of an automobile during her employment by the CRA. To that end, the CRA shall grant Employee a car allowance for the use of Employee's personal automobile on the basis of Three Thousand Dollars (\$3,000) per year payable in equal monthly installments. The Employee shall be responsible for all operating repairs and maintenance expenses with respect to such automobile and the CRA's sole obligation shall be for the above stated car allowance.

Section 8. Legal Holidays.

The CRA will observe and the Employee will be compensated for the following twelve (12) legal holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Day Friday, Christmas Eve, Christmas Day, and a Personal Holiday.

Section 9. Outside Activities and Hours of Work.

A. The Employee shall not be entitled to engage in any other employment.

B. Notwithstanding CRA policies and procedures to the contrary, it is

recognized that the Employee must devote a great deal of time outside the normal office hours to business of the CRA, and to that end, the Employee will be allowed to take ten(10) days during each year as compensatory time in addition to the Employee's vacation time. Unused compensatory time will be paid to the employee annually.

Section 10. Professional Development.

A. The CRA agrees to budget and to pay for the professional dues and subscriptions of the Employee reasonably necessary for continuation and full participation of Employee's membership in the _____ which is determined by the CRA to be for the good of the CRA.

B. The CRA hereby agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee to attend ____ national convention (e.g. ULI, APA, ICSC, Historic Trust) and ____ state convention (e.g. FL Redevelopment Association).

C. The CRA will reimburse Employee for legitimate expenses incurred for the purpose of promoting redevelopment in the CRA district within the amounts authorized in the budget.

Section 11. Termination.

This Employment Agreement may be terminated by either party, without cause, provided that in the event of termination by the Employee thirty (30) calendar days advance written notice shall be given the CRA. In the event of the termination of this Employment Agreement by the CRA without cause, the CRA shall pay to the Employee severance pay equal to ninety (90) days of Employee's base compensation. For purposes of this Agreement, "Cause" shall be defined as:

A. The commission by the Employee of any proven embezzlement of a material amount of funds or other proven deliberate and premeditated act of dishonesty against the financial or business interests of the Employer which adversely affects the Employer;

B. The conviction by the Employee of or the pleading by the Employee of nolo contendere to, a felony;

C. The willful failure or refusal of the Employee to materially perform the duties specified in and pursuant to Section 1 hereof or to follow the lawful directives of the Board of Commissioners (provided that the lawfulness of such directives is confirmed by general counsel to the Employer), which failure or refusal is not cured within 15 days subsequent to notice from the Employer to the Employee specifying the nature of such failure or refusal; or

D. The breach by the Employee of any material terms of this Agreement, which breach is not cured within 30 days subsequent to notice from the Employer to the Employee specifying such breach.

Section 12. Indemnification.

The CRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Delray Beach in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Delray Beach, Florida.

Section 13. Physical/Health.

The Employee certifies that she is in excellent health and is fully capable of carrying out the duties and responsibilities of the position of _____.

Section 14. Other Terms and Conditions of Employment.

The CRA Board of Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

Section 15. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Delray Beach Community Redevelopment Agency
General Counsel
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (561) 771-4923

Employee:

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. Any items, matters or obligations not specifically addressed in this

Agreement shall be governed by the terms and provisions of the Human Resources Policies and Procedure Manual as amended from time to time.

D. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Delray Beach Community Redevelopment Agency, Delray Beach, Florida, has caused this Agreement to be signed and executed on its behalf by the CRA Chairman, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Print Name: _____

By: _____
Print Name: _____
Title: _____

Approved as to form:

WITNESSES:

Print: _____

Print Name

Print Name

DRAFT