

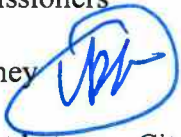
CITY OF DELRAY BEACH City Attorney's Office



MEMORANDUM

DATE: June 9, 2021

TO: Mayor and City Commissioners

FROM: Lynn Gelin, City Attorney 

SUBJECT: Employment Agreement between City of Delray Beach and Terrence R. Moore

Attached please find the proposed Agreement between the City of Delray Beach and Terrence R. Moore that is scheduled for your consideration on June 10, 2021 at 1:45 pm. Mr. Moore will commence his employment with the City on Monday, August 2, 2021. Below please find a synopsis of the Agreement:

Section 3: Salary

The City will compensate Mr. Moore in the amount of \$230,000 annually. His performance evaluations will be completed no later than August 1, 2021 in order to provide sufficient time to budget appropriate funding.

Section 4: Deferred Compensation/Retirement

Mr. Moore has elected to enter into the City's ICMA-RC Deferred Compensation Plan. The City would contribute 14% of his salary to the plan with no contribution requirement from Mr. Moore.

Section 5: Vacation and Sick Leave

Mr. Moore will accrue vacation and sick leave on an annual basis equal to the highest accrual provided to all other employees (currently, 12.0 hours per month). The City will advance the use of up to 10 vacation and 10 sick leave days immediately upon commencement of Mr. Moore's employment. Mr. Moore will be entitled to 1 personal day annually.

Section 6: Disability, Health, and Life Insurance

The City will provide health and disability insurance at no cost to the Employee, consistent with City policy. Life Insurance, in an amount of two times the amount of the initial salary, will be provided to the Employee.

Section 7: Automobile

A car allowance in the amount of \$600 per month will be provided.

Section 8: Moving Expenses

The City will provide moving expenses in an amount not to exceed \$7500. Mr. Moore will be required to obtain two quotes for this service and will select the lowest competent bidder.

The City will provide Mr. Moore assistance with temporary living quarters for a period of up to 6 months in an amount not to exceed \$2000/month.

Section 10: Cellular Phone

The City will provide Mr. Moore with a cellular telephone and the City will be responsible for the cost of the device as well as the monthly charges.

Section 12: Professional Development

The City will provide an annual budget for professional dues and subscriptions not to exceed \$1,500 as well as a budget for travel in the amount of \$1,000 for professional and official travel and \$1,000 for short courses and seminars. Any amounts in excess require Commission approval.

Section 13: Termination and Severance Pay

Termination without cause—The City will provide 20 weeks severance pay pursuant to Florida Statute 215.425 (so long as not for misconduct) as well as payment for accrued vacation and sick leave pursuant to City policy.

Termination for just cause—The City will provide payment for accrued vacation leave pursuant to City policy.

Voluntary Resignation—Mr. Moore must provide 30 days' notice to the City. The City will provide payment for accrued sick and vacation pursuant to City policy.