

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into on this 21st day of July, 2020, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation, hereinafter referred to as the “City” and **JENNIFER ALVAREZ**, hereinafter referred to as “Employee”.

WHEREAS, on June 24, 2020, the City Commission voted to employ the services of Jennifer Alvarez as the Interim City Manager of the City of Delray Beach, Florida, as provided for in Article IV of the City Charter of the City of Delray Beach, Florida; and

WHEREAS, Employee desires to accept employment as Interim City Manager of the City of Delray Beach, Florida 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 City hereby agrees to employ said Employee as the Interim City Manager of the City of Delray Beach, Florida to perform the functions and duties specified in the City Charter and Code of 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 City Manager, as the City Commission shall from time to time assign.

Section 2. Term.

A. The Effective Date of this Agreement is retroactive to June 24, 2020 when Employee was appointed by the City Commission to serve as the Interim City Manager. The term of this Agreement shall be from the Effective Date of the Agreement until termination by either

party in accordance with the provisions set forth herein.

B. Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the City and the City Commission to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 7 of this Agreement, and those contained in the City Charter of the City of Delray Beach, Florida.

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 City, subject only to the requirements and provisions set forth in Section 7 of this Agreement.

Section 3. Salary.

City agrees to pay Employee for services rendered commencing upon the date Effective Date of this Agreement in the amount of \$189,500 payable in equal installments in accordance with the City's existing pay periods.

Section 4. Automobile.

The Employee's duties require that she have the use of an automobile during her employment with the City. To that end, the City shall grant Employee a car allowance of Five Hundred Dollars (\$500.00) per month.

Section 5. Hours of Work.

Notwithstanding City 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 City, and, to that end, the Employee will be allowed to take reasonable compensatory time off as shall be deemed appropriate during said normal office hours.

Section 6. Professional Development.

A. The City hereby agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Florida League of Cities, and such other national, regional, state and local governmental groups and committees thereof which the Employee serves as a member.

B. The City also agrees to budget and to pay for the reasonable and necessary travel and subsistence expense of the Employee for short courses, institutes, and seminars that are necessary for this professional development and for the good of the City.

Section 7. Right to Return to Former Position.

A. If and when Employee ceases to be employed as the Interim City Manager, whether by Employee's choice or the City's choice, Employee shall have the absolute and unfettered right to return to her position as Purchasing Director of the City of Delray Beach and this Agreement shall automatically terminate. Upon Employee's return to her position as Purchasing Director, Employee's salary shall revert to her most current salary while employed in her capacity as Purchasing Director with an additional 5% reflective of a merit increase.

B. Employee shall give the City at least thirty (30) calendar days' notice in advance prior to voluntarily resigning and/or returning to her position as Purchasing Director unless the parties agree otherwise. Should Employee choose to voluntarily resign, Employee will be entitled to all applicable benefits accorded to other Senior Management employees.

Section 8. Indemnification.

A. The City shall provide a legal defense, and indemnification, under the same terms and conditions as provided to the other 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. The City shall have the right to compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

B. The City shall bear the full cost of any fidelity or other bonds which may in the future be required of the Employee by law or ordinance.

Section 9. Other Terms and Conditions of Employment.

A. The City Commission, 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 this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

B. All other provisions of the City Charter, City Code of Ordinances, and rules and regulations of the City relating to vacation and sick leave, holidays, working conditions, and other fringe benefits as they now exist or hereafter may be amended from time to time, shall also apply to the Employee as it would be to other general employees of the City not covered by a collective bargaining agreement, in addition to said benefits numerated specifically for the benefit of the Employee herein, except as may be otherwise provided for herein.

C. The Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all general employees of the City.

D. Employee shall be provided with a cellular telephone allowance of \$100 per month.

Section 10. 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:

City: Mayor
City of Delray Beach, Florida
100 N.W. 1st Avenue
Delray Beach, FL 33444

Employee: Jennifer Alvarez
Confidential and Exempt

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 11. General Provisions.

A. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

B. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

C. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

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

E. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Interim City Manager.

F. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Palm Beach County, Florida.

Section 12. Waiver of Jury Trial

BOTH THE CITY AND THE INTERIM CITY MANAGER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Delray Beach, Florida, has caused this Agreement 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 Agreement, on the day and year first above written.

CITY OF DELRAY BEACH



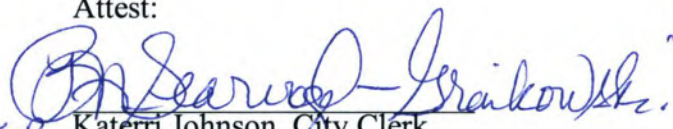
Shelly Petrolia, Mayor

INTERIM CITY MANAGER

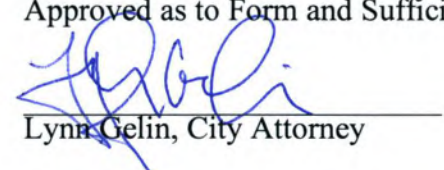


Jennifer Alvarez

Attest:


FOR Katerri Johnson, City Clerk

Approved as to Form and Sufficiency:



Lynn Gelin, City Attorney