

EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS AGREEMENT is made and entered between JUAN RUIZ ("EMPLOYEE" or "Interim City Manager") and the CITY OF LAKE WORTH BEACH, a municipal corporation of the State of Florida ("CITY"), collectively "the PARTIES".

WHEREAS, the CITY, by and through its City Commission ("Commission"), desires to engage the services of EMPLOYEE as Interim City Manager on a temporary basis;

WHEREAS, on May 4, 2021, the Commission approved EMPLOYEE to be appointed to the role of Interim City Manager with full authority and responsibility and directing an Employment Agreement be prepared;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the CITY agree as follows:

I. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, CITY hereby agrees to employ EMPLOYEE as its full-time, exempt Interim City Manager and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The EMPLOYEE shall be responsible to the five-member Commission and shall perform the functions and duties of the Interim City Manager as provided in the Policies and Procedures of CITY, as provided by Florida Law, the CITY's Charter and Code of Ordinances, the direction of the Commission, and as mutually agreed to by the EMPLOYEE and CITY from time to time. The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position, which often exceeds forty (40) hours per week and is a minimum of forty (40) hours per week.

III. EXCLUSIVE EMPLOYMENT

EMPLOYEE shall not be employed by any other employer during the Term of this Agreement.

IV. TERM

- A. The Term of this Agreement for employment in the Interim City Manager position shall begin on June 6, 2021 and remain in effect for approximately six (6) months through and including December 5, 2021, unless earlier terminated as provided in Section V.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the service of EMPLOYEE or remove him from the position of Interim City Manager at any time, subject only to the provisions set forth in Section V herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section V herein below.

V. SEPARATION FROM CITY AND/OR REMOVAL FROM INTERIM CITY MANAGER POSITION

- A. Removal by CITY Without Cause; Reversion to Prior Position.
 - 1. CITY shall not terminate EMPLOYEE Without Cause during the Term of this Agreement.

2. In the event the Commission determines, in its sole discretion, EMPLOYEE should no longer serve as Interim City Manager Without Cause at any time during the Term, EMPLOYEE shall be returned to the at-will position of Assistant City Manager at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.
 3. The CITY's removal of EMPLOYEE Without Cause from the Interim City Manager position shall be final and non-appealable.
 4. Reversion to Prior Position: The Term shall automatically terminate upon commencement of employment of a City Manager appointed by the Commission and EMPLOYEE shall be returned to the at-will position of Assistant City Manager at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.
- B. Termination by CITY With Cause.
1. CITY may terminate EMPLOYEE With Cause, in its sole discretion, as provided herein during the Term of this Agreement.
 2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:
 - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Interim City Manager duties and responsibilities;
 - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
 - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
 - d. Violation of any substantive CITY policy, rule, or regulation, which would subject any other CITY employee to termination including, but not limited to, violation of the CITY's Policy Against Harassment and Discrimination, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
 - e. The commission of any fraudulent act against the interest of the CITY;
 - f. The commission of any act which involves moral turpitude, or which causes the City disrepute;
 - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics as adopted by the City of Lake Wroth Beach, the CITY's Code of Ethics, or violation of the International City/County Management Association Code of Ethics;
 - h. failure to return from an approved leave of absence; or,
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
 3. CITY may terminate EMPLOYEE With Cause immediately or at any time during the Term, with written notice issued to EMPLOYEE generally describing the actions claimed by the CITY constituting such grounds and the effective date of the termination. Such notice shall be issued as soon as practicable after the vote of the Commission to terminate With Cause.
 4. The CITY's termination of EMPLOYEE With Cause shall be final and non-appealable.
- C. Resignation by EMPLOYEE.
1. EMPLOYEE may voluntarily resign his employment from CITY by providing CITY thirty (30) days written notice in advance, unless waived at the sole discretion of the Commission. During the 30-

day period, CITY may require EMPLOYEE to cease or limit the work performed on CITY matters, during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 30 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1. At the expiration of the Term, this Agreement shall terminate automatically and EMPLOYEE shall return to the at-will position of Assistant City Manager at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.

E. Death.

1. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

VI. COMPENSATION

- A. Base Salary. CITY agrees to pay EMPLOYEE for services rendered as the Interim City Manager at the base annual salary of \$162,081.92. The Base Salary shall be paid in installments at the same time as other employees of the CITY are paid.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Vacation Leave: EMPLOYEE shall continue to accrue and use Vacation Leave in accordance with CITY policies applicable to all other non-bargaining employees, as amended from time to time. EMPLOYEE's existing accrued and unused vacation leave balance shall remain available for use during the Term. However, during the Term EMPLOYEE shall not use vacation leave for more than five (5) consecutive business days. This provision shall not limit the total number of vacation days that may be used during the Term.
2. Sick Leave: EMPLOYEE shall continue to accrue and use Sick Leave in accordance with CITY policies applicable to all other non-bargaining employees, as amended from time to time. EMPLOYEE's existing accrued and unused Sick Leave balance shall remain available for use during the Term.
3. Insurance: EMPLOYEE, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the CITY's Dental Insurance Program, Health Insurance Program, Vision Care Program, and other insurance benefits that may be offered in the same manner and under the same provisions and benefits as other CITY employees, as the same exists or may be amended from time to time by the CITY.
4. Retirement/Pension: EMPLOYEE is presently a member of CITY's Pension Plan and shall remain in the Plan during the Term.
5. Vehicle Allowance: EMPLOYEE shall continue to receive and be eligible for the Executive/Director Car Allowance at the Assistant City Manager rate set forth in the CITY's Employee Personnel Policies Handbook provided EMPLOYEE continues to comply with said policy.

6. Executive/Director Administrative Leave: EMPLOYEE shall continue to receive and be eligible to use Administrative Leave in accordance with the CITY's Executive/Director Administrative Leave policy, as amended from time to time. EMPLOYEE's existing unused Administrative Leave balance shall remain available for use during the Term in accordance with the policy.
7. Cellular Telephone: EMPLOYEE shall continue to retain the use of the previously issued CITY cellular telephone and related service. EMPLOYEE shall be solely responsible for tax consequences, if any, as required by the Internal Revenue Service.
8. Additional Benefits: To the extent any Benefit is not specifically listed herein to which EMPLOYEE is presently eligible, EMPLOYEE shall remain eligible for such Benefit(s). Any further and additional benefits which are provided to other CITY employees now or in the future shall be provided to the EMPLOYEE.

VII. BONDING AND INDEMNIFICATION

The CITY agrees to bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any policy, regulation, ordinance or law.

The CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of EMPLOYEE's duties as Interim City Manager unless it is determined that EMPLOYEE acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon. The CITY shall not be liable for the acts or omissions of EMPLOYEE committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights safety, or property. The CITY shall pay the expenses for the travel, lodging, meals and lost time of the EMPLOYEE should the EMPLOYEE be subject to such suit and such suit be pending after EMPLOYEE is no longer employed by the CITY. The provisions of any CITY policy or ordinance regarding the indemnification of the CITY's officials or employees shall apply to the indemnification of EMPLOYEE to the extent the policy or ordinance does not conflict with this section.

VIII. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section V, he shall be paid in full any unpaid balance of his Base Salary then earned and due through the final date of employment. EMPLOYEE shall also be paid any accrued unused Vacation Leave up to a maximum established by CITY policy, as amended from time to time. Administrative Leave and Sick Leave are not payable upon separation for any reason, except in accordance with the CITY's Sick Leave Policy relating to retirement. Such payments shall be made on the next regularly scheduled pay date after separation.
- B. Severance Pay. EMPLOYEE shall not be eligible for Severance Pay under any circumstances.

IX. PERFORMANCE EVALUATION

Due to the temporary nature of this appointment, EMPLOYEE as Interim City Manager shall not be subject to a formal evaluation of his performance in that position.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the EMPLOYEE except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this 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.
- E. Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.
- F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- G. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the CITY and applicable laws of the State of Florida, the CITY Charter and CITY ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- H. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.
- I. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.
- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
ATTN: Mayor
City Attorney

TO: Juan Ruiz
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

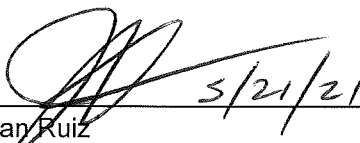
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 1st day of June, 2021.

CITY OF LAKE WORTH BEACH

EMPLOYEE

BY: _____
Betty Resch, Mayor



Juan Ruiz 5/21/21