

**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWN OF LOXAHATCHEE GROVES AND  
JEFFREY S. KURTZ AS TOWN ATTORNEY**

THIS AGREEMENT is made and entered between JEFFREY S. KURTZ ("EMPLOYEE" or "ATTORNEY") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Town Attorney Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired as a regular full-time employee by the TOWN on October 1, 2023 as the Project Coordinator;

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

**I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE**

Pursuant to Article 4 - Administrative Section (4) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Attorney and as such shall advise the Town Council and Town Administration on all legal matters including those relating to the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time Town Attorney and EMPLOYEE hereby accepts such employment.

**II. DUTIES AND RESPONSIBILITIES**

The ATTORNEY shall be responsible to the five-member Council and shall perform the functions and duties of the Town Attorney as provided in Article 4 Section 4(4)(d) the Town's Charter, in accordance with Florida Law, the Rules Regulating the Florida Bar, the Palm Beach County Code of Ethics, the Town's Code of Ordinances, the direction of the Council, and as mutually agreed to by the ATTORNEY and TOWN from time to time, as well as the functions and duties of the Chief Legal Officer of the Loxahatchee Groves Water Control District.

The ATTORNEY shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Attorney as determined by the Town Council. The Town Council shall be responsible for setting Policy and the ATTORNEY shall be responsible for advising the Town Council and Town Administration and assisting in the implementation of Policy.

The ATTORNEY agrees to devote all time necessary to perform the duties of the position. It is recognized that the ATTORNEY must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end ATTORNEY shall be allowed to establish an appropriate work schedule, which may include working on Town matters from locations away from Town offices.

**III. EXCLUSIVE EMPLOYMENT**

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the ATTORNEY's time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes and with specific written notice given

to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

#### IV. TERM

- A. The Term of this Agreement for employment in the Town Attorney position shall begin on July 2, 2025 and remain in effect through and including September 30, 2028, unless earlier terminated as provided in Section IX.

At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, ATTORNEY shall notify each member of the Town Council in writing of the ATTORNEY's intentions for future employment beyond the expiration of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of ATTORNEY or remove him from the position of Town Attorney at any time, subject only to the provisions set forth in Section VIII herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section IX herein below.

#### V. COMPENSATION

Base Salary. TOWN agrees to pay ATTORNEY for services rendered as the Town Attorney at the base annual salary of \$130,000.00 through September 30, 2026; \$135,000 from October 1, 2026 through September 30, 2027 and \$140,000 from October 1, 2027 through the end of the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the ATTORNEY as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase. ATTORNEY may be awarded a cost of living or any other across-the-board increases provided to other TOWN employees with specific approval of a majority of the Town Council in attendance at the meeting.

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

Emergency Pay. ATTORNEY shall be eligible for Emergency Pay for time actually worked during a declared emergency in accordance with TOWN's Human Resources Policy Manual provisions on Emergency Pay for Exempt staff.

##### A. Benefits.

- 1. Paid Time Off: ATTORNEY shall accrue Paid Time Off (PTO) at his current rate of accrual through September 30, 2025. For the remainder of the term of the Agreement ATTORNEY shall accrue PTO at a rate of 160 hours per year. The full amount of annual PTO shall be granted to ATTORNEY on October 1<sup>st</sup> of each year. The grant of PTO will allow ATTORNEY to schedule his leave in a manner which minimizes the impact on the Town's meeting schedule. Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, ATTORNEY shall be permitted to carry over 80 hours from one fiscal year to the next ("Carry Over Amount"). All accrued and unused PTO shall be paid upon separation of employment, regardless of the reason for separation, including death as noted below.

ATTORNEY shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Attorney shall notify all Town Councilmembers in writing of the absence,

In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, ATTORNEY shall be permitted to participate under the same terms and conditions with the exception that the Carry Over Amount referenced in such policies shall be superseded by the Carry Over Amount set forth herein.

2. Holidays: ATTORNEY shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Insurance: The ATTORNEY may participate or decline to participate in the TOWN's existing Health Insurance program. If the ATTORNEY decides not to participate in the health insurance program, his spouse may participate in the TOWN's health insurance program and the ATTORNEY, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short and Long term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion.
4. Retirement/Deferred Compensation: During the Term, ATTORNEY shall participate in the Florida Retirement System (FRS) at the Senior Management Service Class. The TOWN shall take any and all necessary actions to ensure FRS properly designates the Town Attorney position as Senior Management Service Class.
5. Life Insurance: Effective January 1, 2026, the TOWN shall provide a term life insurance policy for the Town Attorney in an amount equal to his Base Salary, or any amount as provided for all or any other employees, whichever is greater. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Attorney. This term life insurance coverage will only be effective during the Term of this Agreement.
6. Travel and Subsistence: The Town Attorney will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to ATTORNEY's professional development.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than ATTORNEY's Base Salary then in effect.

7. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing his participation in direct job-related associations including the Florida Bar and related sections, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Attorney participate and be directly involved in professional associations and organizations.
8. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies for ATTORNEY's travel to and attendance at professional association events as well as other

reasonably necessary seminars and conferences customary to ATTORNEY's position and/or necessary to meet continuing education requirements, subject to budget constraints and Town Council approval, including but not limited to the Florida Municipal Attorneys Association annual conferences, the Florida League of Cities annual conferences, the state municipal association conferences and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Attorney serves as a member.

9. Additional Benefits: Any further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the ATTORNEY. The TOWN may, at any time, provide other additional benefits solely to the ATTORNEY, as it may deem desirable to do so in accordance with applicable law. To the extent any Benefit is not specifically listed herein to which ATTORNEY is presently eligible under the Town's Human Resources Policy Manual, ATTORNEY shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.
10. Telecommunications/Technical Equipment: The TOWN will provide the ATTORNEY with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including printer, tablet, and/or personal computer(s). The TOWN will pay the ATTORNEY a stipend of \$35 per month to cover the cost of cellular service for his phone.

#### VI. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If ATTORNEY separates from employment for any reason under Section IX, he shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(B)(I). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay.
  1. Termination Without Cause. If ATTORNEY is terminated Without Cause he shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of terminations and shall not include any Benefits or perquisites as may be permitted by Section 215.425, F.S. (hereafter referred to as "Severance Pay"). Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by ATTORNEY in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.
  2. Termination With Cause. ATTORNEY shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
  3. Resignation by ATTORNEY. ATTORNEY shall not be eligible for or receive Severance Pay and TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
  4. Expiration of Term. ATTORNEY shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time, if any, within 15 days of the separation date.

- 5 Death. ATTORNEY, or his heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date.

## VII. PERFORMANCE EVALUATION

As a part of the budget process, the TOWN and ATTORNEY will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the legal department and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

## VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the ATTORNEY under any policy, regulation, law or ordinance.

## IX. SEPARATION FROM TOWN

### A. Termination by TOWN Without Cause.

- 1 ATTORNEY shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement without cause. At its sole discretion, during the notice period, TOWN may require the ATTORNEY to cease or limit the work performed on TOWN matters.
- 2 Following notice to ATTORNEY set forth in IX.A. 1 above, TOWN may terminate ATTORNEY and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.
- 3 In the event the Town Council determines, in its sole discretion, ATTORNEY and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, ATTORNEY shall be eligible for Severance Pay as described in Section VI. Upon the ATTORNEY's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file without impacting the Severance Pay as described in Section for a Termination Without Cause.
- 4 The TOWN's termination of ATTORNEY Without Cause shall be final and non-appealable and operates as termination of this Agreement.

### B. Termination by TOWN With Cause.

1. TOWN may terminate ATTORNEY and this Agreement With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council. Any written notice issued to ATTORNEY shall describe the actions claimed by the TOWN constituting such grounds and the effective date of the termination. Any such notice shall be issued as soon as practicable after the vote of the Council of its intent to terminate With Cause.
2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

- a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Attorney 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 TOWN policy, rule, or regulation, which would subject any other TOWN ATTORNEY to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
- e. The commission of any fraudulent act against the interest of the TOWN;
- f. The commission of any act which involves moral turpitude, or which causes the TOWN 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, the TOWN's Code of Ethics, or violation of the Florida Bar's 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.

ATTORNEY shall not be subject to Termination With Cause for the actions or inactions over which the ATTORNEY had no authority or control and which occurred prior to July 2, 2025.

- 5. In the event of Termination With Cause, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.
- 6. The TOWN's termination of ATTORNEY and this Agreement With Cause shall be final and non-appealable.

C. Resignation by ATTORNEY.

- 1 ATTORNEY may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require ATTORNEY to cease or limit the work performed on TOWN matters, during which time ATTORNEY 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 60 days from the date of the notice, whichever occurs earlier.
- 2 In the event of resignation, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

D. Expiration of Term.

- 1 At the expiration of the Term, ATTORNEY's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.
- 2 In the event of expiration of the term, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

E. Death.

1. This Agreement, the Term, and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.
2. In the event of death ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

F. Post-Termination Name Clearing Meeting.

ATTORNEY may avail himself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the ATTORNEY to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

Upon termination of the Town Attorney's employment whether voluntary, with cause or without cause, or otherwise, the Town Attorney shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, passwords, documents and any other property of the TOWN in the Town Attorney's possession or control.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the ATTORNEY 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. 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 the party.
- F. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of party's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- I. 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. ATTORNEY expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

· J. All notices required to be given under the terms of this Agreement or which any of the parties' desire to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
ATTN. Mayor  
Town Manager

TO: Jeffrey S. Kurtz, Esq.  
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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

EMPLOYEE/ATTORNEY

TOWN OF LOXAHATCHEE GROVES

\_\_\_\_\_

\_\_\_\_\_

JEFFREY S. KURTZ, ESQ

MAYOR ANITA KANE

ATTEST:

\_\_\_\_\_

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_

Glen Torcivia, Esq.

Office of the Town Attorney

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