


INTER-DEPARTMENTAL COMMUNICATION

MEMORANDUM

TO: RANDY SHERMAN, DIRECTOR OF FINANCE &
ADMINISTRATIVE SERVICES

FROM: KAREN HOSKINS, CITY MANAGER 

DATE: MAY 2, 2018

RE: MEMO REFERENCE COMPENSATION STUDY

This is in response to the concerns you raised in your memorandum as attached.

You allege that my employment agreement as City Manager does not include my entitlement to longevity benefits. You stated that we spoke about the issue shortly after the November 6, 2017 meeting in which I was appointed Interim City Manager. I agreed that the City Council did not provide me with longevity benefits at that time and I did not accept those benefits. It is important to note that I was not operating under a written employment Agreement at said time.

However, on December 6, 2017, the City Council officially appointed me as the City Manager. On the same day, the parties executed a contract which provides: "The City shall provide Ms. Hoskins with all the benefits accruing to City employees in administrative positions . . ." thereby entitling me, as any other City employee in an administrative position, yourself included, to longevity benefits. Whether or not previous City Managers received longevity benefits is irrelevant to the benefit the parties negotiated. Please note that the parties (myself and the Council) acknowledged that we "shared equally in the drafting and preparation of this Agreement".

As a 30 year public servant to this City, I take your concerns very seriously. I have no intent whatsoever to do anything that would impugn my integrity, or that of the City, or accept anything that I am not contractually entitled to receive.

Your memorandum also addressed numerous other concerns related to the integrity of the Compensation Study, particularly with respect to the classifications of certain Human Resources staff members. Besides the draft memo that you provided to me, please provide detailed documentation supporting your claims that the study was compromised by the Human Resources staff. Please provide this information by 9:00 a.m. tomorrow.

RESOLUTION NO. 147-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH KAREN L. HOSKINS AS CITY MANAGER COMMENCING DECEMBER 6, 2017 UNTIL A PERMANENT CITY MANAGER IS HIRED; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2017 at a Special City Council meeting Karen L. Hoskins was hired and has served as the Interim City Manager for the City of Riviera Beach since that date; and

WHEREAS, on December 6, 2017 at a City Council meeting the Council approved by 4/1 vote to employ Ms. Hoskins as the City Manager until a permanent City Manager is hired; and

WHEREAS, a new employment agreement has been negotiated which outlines the terms and conditions of the agreement; and

WHEREAS, the employment agreement is retroactive until a permanent City Manager is hired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:


SECTION 1. That the City Council hereby approves a new employment agreement with Karen L. Hoskins as City Manager of the City of Riviera Beach, commencing December 6, 2017 until a permanent City Manager is hired.

SECTION 2. That the Mayor and City Clerk are authorized to execute the employment agreement on behalf of the City, said agreement is attached hereto.

SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 20th day of December, 2017.

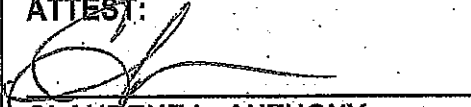
APPROVED:



THOMAS A. MASTERS
MAYOR

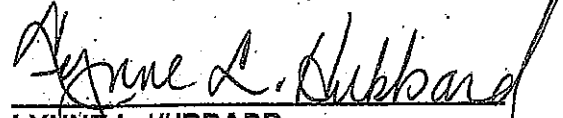
KASHAMBA L. MILLER-ANDERSON
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TONYA DAVIS JOHNSON
CHAIR PRO TEM



LYNNE L. HUBBARD
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

K. MILLER-ANDERSON AYE

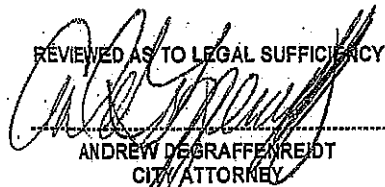
T. DAVIS JOHNSON AYE

L. HUBBARD AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


ANDREW DEGRAFFENREIDT
CITY ATTORNEY

DATE: 12/19/17

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 6th day of December, 2017, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (hereinafter referred to as "The City"), and Karen L. Hoskins (hereinafter referred to by name or as "City Manager").

WITNESSETH:

IN CONSIDERATION of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Ms. Hoskins do mutually agree as follows:

1. **EMPLOYMENT AND SALARY:** The City shall employ Ms. Hoskins as City Manager of the City of Riviera Beach, Florida pursuant to the Charter of the City of Riviera Beach for a period commencing on December 6, 2017, and ending either when a permanent City Manager is hired and begins work or when either party elects to terminate this agreement.
2. **SERVE AT THE PLEASURE:** In the capacity of City Manager, Ms. Hoskins shall serve at the pleasure of the City Council. However, it is recognized by both parties to this agreement that Ms. Hoskins has been promoted to this position from the position of Assistant Finance Director, which is a position that does not serve at the pleasure of the City Council. If the City Council is not satisfied with Ms. Hoskins performance, they can, at any time by majority vote, remove her back to her current position. No recommendations or actions taken by Ms. Hoskins as City Manager shall be held against her when she returns to her permanent position.
3. **BENEFITS:** The City shall provide Ms. Hoskins with all of the benefits accruing to City employees in administrative positions and the following increased benefits which have been afforded to prior City Managers:
 - a. Provide car allowance at \$500 per month.
 - b. Pay any reasonable and customary travel and subsistence expenses should Ms. Hoskins be required to attend the International City/County Management Association's (ICMA) annual conference, Florida City and County Management Association annual conference and the Florida League of Cities conferences.
 - c. The City Manager is entitled to twenty five (25) vacation days per year accruing at the rate established under standard City personnel policies with any unused vacation days accruing in accordance with the same. Upon termination of this Agreement by either party, the City Manager shall be paid for each vacation day accrued at her current salary.
 - d. Pay for life insurance with the City's group life underwriter in the amount of the City Manager's base salary.
 - e. Pay on a bi-weekly basis deferred compensation in an amount equal to the maximum amount permitted by law. Said deferred compensation shall be paid to the Manager's qualified retirement fund.

4. **RETURN TO PRIOR POSITION:** The City Manager served as Assistant Finance Director and Interim City Manager prior to her employment as City Manager. Upon termination of her term as City Manager or upon the date that the new City Manager takes office, whichever comes first, she will return to her prior city position as Assistant Finance Director, under the same conditions that she would have been employed at had she not taken the positions of Interim City Manager and City Manager.

5. **INDEMNIFICATION:** The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of her 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. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

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