

**INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 16th day of April, 2019, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (hereinafter referred to as "The City"), and Deirdre M. Jacobs (hereinafter referred to by name or as "Interim City Manager").

**W I T N E S S E T H:**

WHEREAS, the City of Riviera Beach desires to employ Deirdre M. Jacobs as Interim City Manager of the City of Riviera Beach, Florida, as provided for in Article II, Section 20 of the Charter of the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach, through its City Council, desires to provide for certain benefits and compensation for the Interim City Manager and to establish conditions of employment applicable to the Interim City Manager; and

WHEREAS, Deirdre M. Jacobs desires to accept employment as Interim City Manager of the City of Riviera Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

**Section 1. Employment.**

A. The City of Riviera Beach hereby hires and appoints Deirdre M. Jacobs as its Interim City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Deirdre M. Jacobs as Interim City Manager shall be effective as of April 16, 2019, and end either when a permanent City Manager is hired and begins work or within 120 days from the date of this Agreement, whichever occurs first.

**Section 2. Salary and Evaluation.**

Beginning on April 16, 2019, the annual base rate salary will be \$150,000.00 for the term of this Agreement.

**Section 3. Duties and Obligations.**

A. The Interim City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Riviera Beach. The Interim City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability in a professional and competent manner.

B. The Interim City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to diligently perform her duties under this Agreement. The Interim City Manager may not engage in business opportunities that conflict with the interests of the City and/or her fiduciary duty as Interim City Manager. The Interim City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.

C. In the event the Interim City Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the Interim City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

**Section 4. Serve at the Pleasure.**

A. In the capacity of Interim City Manager, Deirdre M. Jacobs will serve at the pleasure of the City Council. However, it is recognized by both parties to this Agreement that Deirdre M. Jacobs has been promoted to this position from the position of Senior Staff Assistant, which is a position that does not serve at the pleasure of the City Council. If the City Council is not satisfied with the Interim City Manager's performance, they can, at any time by majority vote, place her back into her current position.

B. Upon termination of her employment as Interim City Manager or upon the date that the City Manager takes office, whichever occurs first, she will return to her prior city position as Senior Staff Assistant, under the same conditions that she would have been employed had she not taken the position of Interim City Manager.

C. The Interim City Manager position is not governed by any collective bargaining agreement.

**Section 5. Communications Equipment.**

A. The Interim City Manager is required to be on call for twenty-four (24) hour service. In recognition thereof:

B. The City shall provide the Interim City Manager with cellular telephone capacity in accordance with City policy.

C. The City shall provide the Interim City Manager with a laptop in accordance with City policy.

**Section 6. Personal Time Off.**

The Interim City Manager shall be entitled to two (2) vacation days per month while in the position of Interim City Manager. Any unused vacation days shall accrue to the Interim City Manager in accordance with City policy.

**Section 7. Holidays.**

The Interim City Manager shall be entitled to observe the same paid legal holidays as other City employees.

**Section 8. Sick Leave.**

The Interim City Manager shall be entitled to the same amount of sick days as she is presently accruing in her current position. Sick leave shall accrue at the rate established under standard City personnel policies. Any unused sick days shall accrue to the Interim City Manager in accordance with City policy.

**Section 9. Health, Dental, Life and Disability Insurance.**

During the Interim City Manager's employment with the City, the Interim City Manager's health, dental, life and disability insurance benefits remain the same consistent with her current employment as Senior Staff Assistant.

**Section 10. Longevity Benefits.**

During the Interim City Manager's employment with the City, the City agrees to pay, if any, longevity benefits at the rate established under standard City personnel policies.

**Section 11. Liability.**

The City shall not be liable for the acts or omissions of the Interim 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 Interim 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.

**Section 12. Attorney's Fees.**

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, each party agrees to bear its own attorney's fees and costs up to and including trial and appellate proceedings.

**Section 13. General Terms and Conditions.**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. 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.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Palm Beach County, Florida.

E. 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.

F. 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.

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

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be made and entered into the day and year first written above.

CITY OF RIVIERA BEACH, FLORIDA

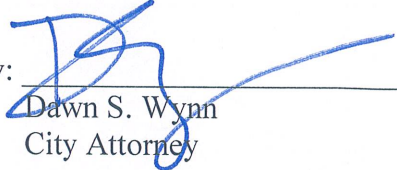
By: \_\_\_\_\_  
Ronnie Felder  
Mayor

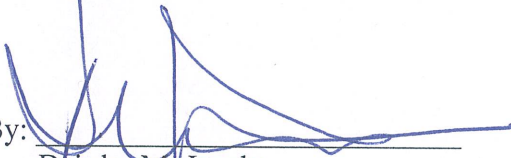
By: \_\_\_\_\_  
Kashamba Miller-Anderson  
Chairperson

ATTEST:

As to form and legal sufficiency:

By: \_\_\_\_\_  
Claudene L. Anthony  
City Clerk

By:  \_\_\_\_\_  
Dawn S. Wynn  
City Attorney

By:  \_\_\_\_\_  
Deirdre M. Jacobs  
Interim City Manager