

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Consideration of proposed “Sixth Employment Agreement” for Village Manager, to be effective on May 16, 2024, and to end on May 15, 2029.

ISSUE: The “Fifth Employment Agreement” for Village Manager expires on May 15, 2024. The proposed “Sixth Employment Agreement” for Village Manager contains certain modifications from the current agreement as follows:

- Provides for a 5-year term and sets forth the new expiration date of May 15, 2029, in Paragraph 2A;
- Revises the Village Manager’s base salary in Paragraph 4A in order to reflect current pay;
- Reflects a five percent (5%) merit pay increase in Paragraph 4A should the Village Council approve the merit pay at the April 18, 2024 meeting;
- Provides that after three years of this 5-year term, the Village will transfer ownership of the 2019 Chevrolet Tahoe to the Village Manager, in Paragraph 5B; and
- Provides for funding of the Village-approved Deferred Compensation Plan in the maximum amount allowed by law on an annual basis in equal proportionate amounts each pay periods and transfer ownership of plan funds upon resignation or termination, in Paragraph 9B.

RECOMMENDED ACTION: Motion to approve Sixth Employment Agreement.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Village Attorney		4/18/24	

**SIXTH EMPLOYMENT AGREEMENT
VILLAGE MANAGER
VILLAGE OF ROYAL PALM BEACH**

THIS SIXTH EMPLOYMENT AGREEMENT OF THE VILLAGE MANAGER OF THE VILLAGE OF ROYAL PALM BEACH, (the "Agreement") is made and entered into this 18th day of April, 2024, effective May 16, 2024, by and between the Village of Royal Palm Beach, Florida, a municipal corporation, party of the first part, hereinafter called "EMPLOYER" and Raymond C. Liggins, hereinafter called "EMPLOYEE," as party of the second part and sets forth the terms and conditions which both parties agree to be bound which are fully set forth as follows:

SECTION 1: DUTIES

EMPLOYER hereby employs Raymond C. Liggins as Village Manager of EMPLOYER to perform the functions and duties specified in Article IV, Section 1 of the Village Charter and Section 2-2 of the Code of Ordinances of the Village of Royal Palm Beach (attached hereto as Exhibit A and B, respectively), and to perform other legally permissible and proper duties and functions as the Village Council shall from time to time assign.

SECTION 2: TERMS OF EMPLOYMENT

A. The term of this Agreement shall commence May 16, 2024, and remain in effect for a term of five (5) years, or until May 15, 2029, subject to the terms and conditions set forth herein which may be modified by mutual consent of the parties. It is agreed by the parties that the Fifth Employment Agreement dated May 16, 2019, is hereby rescinded upon the effective date of the Sixth Employment Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with EMPLOYER, subject only to the provisions set forth in Section 3, Paragraph C of this Agreement.

D. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER during the term of his employment and not to become employed by any other employer during this period

unless termination is effected as hereinafter provided. The term "employed" shall not be construed to prevent EMPLOYEE from engaging in teaching, writing, or other activity not inconsistent with EMPLOYEE's full-time position as Village Manager. Any such teaching, writing, etc. shall be performed on EMPLOYEE's time off and shall not conflict in any way, whatsoever, with Village business.

SECTION 3: TERMINATION AND SEVERANCE PAY

A. Should EMPLOYER fail to renew this Employment Agreement at the end of the term or should EMPLOYER terminate EMPLOYEE during the Agreement term for any reason other than conduct in the performance of his duties which could be reasonably construed as or determined by EMPLOYER to be misfeasance, malfeasance, nonfeasance, embezzlement, the conviction of any felony or misconduct, as the word "misconduct" is defined at Sec. 443.036(29), *Florida Statutes*, then, in such instances, the EMPLOYER agrees to pay EMPLOYEE severance pay equal to twenty (20) weeks base salary from the date of termination in accordance with Sec. 215.425, *Florida Statutes*. In the event of such termination, EMPLOYEE is under no obligation to mitigate damages.

B. Should EMPLOYER terminate EMPLOYEE due to circumstances involving misfeasance, malfeasance, nonfeasance, embezzlement, the conviction of any felony or misconduct, as the word "misconduct" is defined at Sec. 443.036(29), *Florida Statutes*; or additionally, in the event where this Agreement shall be automatically terminated by EMPLOYER due to EMPLOYEE's death, then under such circumstances or events, there shall be no severance pay, whatsoever, due to the EMPLOYEE.

C. In the event EMPLOYEE voluntarily resigns his position with EMPLOYER then EMPLOYEE shall give EMPLOYER thirty (30) days written notice in advance, unless the parties otherwise agree.

SECTION 4: COMPENSATION

A. EMPLOYER agrees to continue to pay EMPLOYEE for his services rendered pursuant hereto at his current annual base salary of \$239,689.84, paid in installments at the same time as other employees of the EMPLOYER are paid. EMPLOYER agrees to consider the grant of a merit pay during the annual performance review of EMPLOYEE, which amount, if granted in

any year, shall not increase the base salary but shall be paid in a lump sum check within thirty (30) days from the date of the grant. For purposes of the initial grant of merit pay under this Agreement, EMPLOYER has performed the annual review of EMPLOYEE at the Village Council meeting held April 18, 2024, and it has been determined that an annual merit pay shall to be awarded in the amount of five percent (5%) of the current base salary of EMPLOYEE with such amount to be paid as set forth hereinabove. However, in the event that the EMPLOYEE is terminated for reasons set forth in this Agreement at Section 3, Paragraph A, or resigns pursuant to Section 3, Paragraph C, and the severance of the EMPLOYEE under these circumstances occurs sometime after his performance review but before EMPLOYEE was to have received a merit pay, then EMPLOYEE will still receive that merit pay lump sum amount within thirty (30) days from the date of the grant by EMPLOYER.

B. A cost of living adjustment shall be provided to EMPLOYEE in the same amount and at the same time as provided to other management (exempt) employees.

SECTION 5: AUTOMOBILE & MOBILE COMMUNICATION EQUIPMENT

A. EMPLOYER shall provide EMPLOYEE with an automobile for his unrestricted use within the State of Florida throughout the term of this Agreement, whether leased or purchased, up to an amount as approved by the Village Council during its budgeting process. The EMPLOYER shall also pay all insurance, fuel and maintenance costs for the automobile.

B. Upon EMPLOYEE's completion of three (3) years of this five (5) year contract, should EMPLOYEE resign or be terminated, EMPLOYER shall transfer ownership of EMPLOYEE's current automobile, a 2019 Chevrolet Tahoe, to EMPLOYEE at no cost to EMPLOYEE.

C. EMPLOYEE shall have unrestricted use of mobile communication equipment provided by EMPLOYER.

SECTION 6: HOURS OF WORK AND COMPENSATORY TIME

It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to the business of Village and to that end, EMPLOYEE will be allowed to vary his hours as compensation for additional time worked. EMPLOYEE will dedicate no less than an average of forty (40) hours per week in the performance of his duties as Village Manager.

SECTION 7: PERSONAL LEAVE

EMPLOYEE shall accumulate personal leave benefits that are granted to other management (exempt) employees of EMPLOYER, in accordance with the same terms and provisions applicable to all other Village management (exempt) employees, plus five (5) additional personal leave days per year. EMPLOYEE may exercise the right to sell back to the Village a certain portion of his personal leave days once per year prior to the end of the calendar year, but must leave a balance of 160 hours. Should EMPLOYEE no longer be employed by the Village, all remaining personal leave days shall be paid out in accordance with the same rules and regulations as apply to other management (exempt) employees.

SECTION 8: HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

A. Health, Dental and Vision Insurance. EMPLOYER agrees to provide health/major medical, dental and vision insurance to EMPLOYEE and his dependents. Such insurance shall be provided to EMPLOYEE and his dependents at no cost to EMPLOYEE and shall be subject to the terms and conditions of the applicable insurance plan documents as may be in effect at the time. If multiple health/major medical, dental and/or vision insurance plans are available to other employees of EMPLOYER, then the choice of health/major medical, dental and/or vision plans shall rest with the EMPLOYEE.

B. Life Insurance. EMPLOYER will provide a life insurance policy for EMPLOYEE equal to the amount of EMPLOYEE's base salary at no cost to EMPLOYEE, which shall be subject to the terms and conditions of the life insurance plan documents in effect at the time.

C. Disability Insurance. EMPLOYER hereby agrees to provide EMPLOYEE with a disability insurance policy, at no cost to EMPLOYEE, which shall be subject to the terms and conditions of the disability insurance plan documents in effect at the time.

SECTION 9: RETIREMENT

A. EMPLOYER participates in the Florida Retirement System ("FRS") and agrees to pay into said plan on behalf of the EMPLOYEE such an amount as is designated as the "Senior Management Rate" in accordance with the FRS plan documents. Such payments will be paid into the EMPLOYEE's FRS account in equal proportionate amounts on a monthly basis.

B. EMPLOYER agrees to fund the Village-approved Deferred Compensation Plan

available to EMPLOYEE in the maximum amount allowed by law on an annual basis in equal proportionate amounts each pay period for the term of this Agreement, and to transfer ownership to the EMPLOYEE of the plan's funds upon EMPLOYEE's resignation or termination.

SECTION 10: DUES, SUBSCRIPTIONS AND EXPENSE REIMBURSEMENT

A. EMPLOYER agrees to pay for the reasonable and customary professional dues and subscriptions of EMPLOYEE necessary for his continued professional participation, growth and advancement, including national and state professional organizations.

B. EMPLOYER recognizes that certain expenses of a non-personal and job affiliated nature are incurred by EMPLOYEE and hereby agrees to reimburse or to pay said general expenses subject to annual budget approval.

SECTION 11: PROFESSIONAL DEVELOPMENT

EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida law) for EMPLOYEE's travel and attendance at the International City/County Management Association annual meeting, the Florida City/County Management Association annual meeting, Board of Directors and Committee Meeting(s) and other reasonably necessary seminars and conferences customary to EMPLOYEE's position and/or necessary to meet continuing education requirements.

SECTION 12: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement shall become effective immediately upon execution by both parties.

D. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties.

E. 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.

F. Should either party deem it necessary to institute legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to attorneys' fees, including fees on appeal.

IN WITNESS WHEREOF, the Village of Royal Palm Beach has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and the EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER
VILLAGE OF ROYAL PALM BEACH

ATTEST:

Village Clerk

By: _____
Mayor Fred Pinto

(Village Seal)

EMPLOYEE

Witness

By: _____
Raymond C. Liggins, P.E.

Witness

Approved as to form and
legal sufficiency:

Village Attorney