

**FIRST ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN  
CHRISTOPHER L. ELG  
AND  
THE VILLAGE OF TEQUESTA, FLORIDA  
PROVIDING FOR PERMANENT SEPARATION**

This First Addendum to Employment Agreement is made, entered into and effective this 10th day of November 2017, by and between the Village of Tequesta, Florida, a municipal corporation, hereinafter called the "Village", and Christopher L. Elg, an individual, both of whom understand as follows:

**WHEREAS**, the Village and Christopher L. Elg, previously executed an Employment Agreement on January 18, 2013, effective February 4, 2013, which has a term of five (5) years and is scheduled to conclude by its own terms on February 3, 2018; and

**WHEREAS**, the Employment Agreement requires either party to notify the other a minimum of six (6) months in advance of its conclusion of their intent to not seek a renewal; and

**WHEREAS**, Christopher L. Elg notified the Village Manager of his intent to not seek a renewal of the Employment Agreement more than six (6) months in advance of the conclusion of the Employment Agreement; and

**WHEREAS**, Christopher L. Elg has also received Orders to report for Active Military Service with the United States Coast Guard on July 1, 2017, which Orders originally provided for a period of active military service through at least September 30, 2017, and which have been extended through September 30, 2018; and

**WHEREAS**, it is the desire of both Christopher L. Elg and the Village, to provide for permanent and complete separation at this time in order that Christopher L. Elg can focus on his career with the United States Coast Guard, and also to allow the Village to provide for new, permanent administrative personnel assignments in the Police Department.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree to provide for the following terms which will define Christopher L. Elg's permanent and immediate separation from the Village and which will amend and supersede any conflicting provisions in the Employment Agreement, as follows:

**SECTION 1. TERMS OF SEPARATION**

A. Christopher L. Elg's resignation from his position as Police Chief for the Village is hereby accepted, effective 12:01 am, November 10, 2017.

B. For the sole and only purpose of closure of his 401(a) retirement plan; however, Christopher L. Elg's resignation is accepted upon the conclusion of the Employment Contract, February 3, 2018.

C. It is understood that Christopher L. Elg was ordered into Active Military Service as of July 1, 2017. Pursuant to Section 5.C. of the Employment Agreement, the first 30 days of Active Military Service Leave was with full pay in accordance with Sec. 115.14, *Florida Statutes*.

D. The parties agree that in lieu of any and all leave accruals and other additional salary and benefits that Christopher L. Elg would otherwise be entitled to receive through and upon the conclusion of his Employment Agreement on February 3, 2018, whether based on the terms of the Employment Agreement, applicable federal or state law, Village Policy or otherwise, that the Village shall pay Christopher L. Elg the one-time, pre-tax lump sum of Thirty Thousand Dollars (\$30,000.00) upon the effective date of this First Addendum to Employment Agreement.

## **SECTION 2. EFFECT ON EMPLOYMENT AGREEMENT**

The terms and conditions set forth in this First Addendum to Employment Agreement shall supersede any term or condition in the Employment Agreement that is in conflict or otherwise contrary to the intent of the parties regarding the separation and resignation of Christopher L. Elg from the position of Police Chief for the Village as stated herein.

## **SECTION 3. MISCELLANEOUS PROVISIONS**

A. This First Addendum Employment Agreement constitutes the entire understanding and agreement between the parties regarding issues relating to Christopher L. Elg's separation and resignation from the Village as Police Chief. This First Addendum to Employment Agreement may not be amended except in writing and with the express approval of both parties.

B. In the event it should become necessary for either party to initiate adversarial proceedings to enforce the terms of this First Addendum to Employment Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred in such efforts. Venue for any such proceeding shall be in a court of competent jurisdiction in Palm Beach County.

C. Christopher L. Elg acknowledges that he has been afforded the opportunity and encouraged to obtain the representation of legal counsel in connection with the drafting and execution of this First Addendum to Employment Agreement. As such, no provision of this First Addendum to Employment Agreement shall be construed in favor of or against either party by virtue of draftsmanship.

**IN WITNESS WHEREOF**, the Village of Tequesta has caused this First Addendum to Employment Agreement to be signed and executed on its behalf by the Acting Village Manager and duly attested by its Village Clerk, and Christopher L. Elg has signed and executed this Employment Agreement, both in duplicate, the day and year first above written.

**Village of Tequesta**

**Christopher L. Elg**

By: \_\_\_\_\_  
James M. Weinand  
Acting Village Manager

By: \_\_\_\_\_  
Christopher L. Elg

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Lori McWilliams, MMC  
Village Clerk

By: \_\_\_\_\_  
Lori McWilliams, MMC  
Village Clerk