

**EMPLOYMENT AGREEMENT BETWEEN SUSAN GOLDBERG AND THE
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT is made and entered into this _____ day of May, 2025, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and Susan G. Goldberg ("EXECUTIVE DIRECTOR").

IN CONSIDERATION of the mutual covenants set forth below, the parties agree as follows:

1. EMPLOYMENT OF THE EXECUTIVE DIRECTOR OF THE CITY OF HOLLYWOOD CRA: The CRA hereby employs EXECUTIVE DIRECTOR, and EXECUTIVE DIRECTOR hereby agrees to be employed by the CRA, in the position of EXECUTIVE DIRECTOR of the CRA, in accordance with the terms hereof, effective _____.
2. DUTIES: Both parties agree to perform the functions and duties set forth in this Agreement, ordinances, regulations, rules, policies and standards, and perform other associated and legally required duties and functions. EXECUTIVE DIRECTOR agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of the EXECUTIVE DIRECTOR's ability. The foregoing notwithstanding, EXECUTIVE DIRECTOR may engage in consulting, teaching or other activities, so long as such activities do not interfere with the duties of EXECUTIVE DIRECTOR, whether or not such activity is compensated or pro bono.
3. TERMINATION: Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of the Board to terminate the services of the EXECUTIVE DIRECTOR at any time, with or without cause, and without prior notice. In the event EXECUTIVE DIRECTOR voluntarily resigns her position with the CRA, then the EXECUTIVE DIRECTOR shall give the Board thirty (30) days' written notice in advance, unless the parties otherwise agree to waive such requirement.
4. SEVERANCE TERMS AND CONDITIONS: In the event that EXECUTIVE DIRECTOR is terminated by the Board, the Board agrees to pay EXECUTIVE DIRECTOR an amount equal to 20 weeks of the EXECUTIVE DIRECTOR's base salary and 100% of accrued sick, vacation and holiday leave.

Notwithstanding any of the foregoing, in the event EXECUTIVE DIRECTOR is convicted of any felony or of any crime involving moral turpitude, the Board may terminate EXECUTIVE DIRECTOR'S employment without notice and without obligation to pay the 20-week base salary referenced in the first paragraph of this section.

5. ANNUAL BASE SALARY: EXECUTIVE DIRECTOR shall be paid for services rendered at a rate of _____ per year, payable in bi-weekly installments on the same dates as other executive employees of the CRA. The Board further agrees to provide longevity compensation as is provided to other senior executive management employees

as outlined in the CRA's Comprehensive Pay Plan, and longevity compensation shall be calculated based upon total years of service in the CRA.

At any time, the Board may, by resolution, direct the payment of a bonus or bonuses to the EXECUTIVE DIRECTOR, in amounts and terms determined by the Board in its sole discretion.

6. PERFORMANCE EVALUATION: The Board agrees to review and evaluate the performance of the EXECUTIVE DIRECTOR on each anniversary of the Hire Date, or as soon thereafter as same may be accomplished. Such review and evaluation shall be in accordance with specific criteria developed jointly by the Board and EXECUTIVE DIRECTOR and based upon the EXECUTIVE DIRECTOR Performance Evaluation Procedures developed by the CRA Director and approved by the Board. The criteria may be added to or deleted from as the Board may determine, in consultation with the EXECUTIVE DIRECTOR. The Board shall provide the EXECUTIVE DIRECTOR with a written summary statement of the findings of the Board and provide adequate opportunity for the EXECUTIVE DIRECTOR to discuss the evaluation with the Board. Based upon the review and performance evaluation, the EXECUTIVE DIRECTOR's annual base salary may be increased by resolution of the Board.
7. AUTOMOBILE ALLOWANCE: EXECUTIVE DIRECTOR shall receive an automobile allowance of _____ per month. Entitlement to the automobile allowance shall cease upon EXECUTIVE DIRECTOR's termination or resignation.
8. CELLULAR PHONE: EXECUTIVE DIRECTOR shall be paid _____ monthly to secure a cellular phone and service.
9. PENSION/DEFERRED COMPENSATION: The CRA shall pay, in equal proportionate amounts each pay period an amount equal to 16.3% of EXECUTIVE DIRECTOR'S annual base salary on EXECUTIVE DIRECTOR'S behalf to a 401 Plan through an approved offering agency.

In addition to EXECUTIVE DIRECTOR's annual base salary, CRA shall pay, in bi-weekly installments, on EXECUTIVE DIRECTOR'S behalf into a 457 Deferred Compensation Plan, an annual amount of \$1,000, or such amount equal to that which is provided to executive personnel of the CRA.

10. LIFE INSURANCE: The CRA agrees to provide, at no cost to the EXECUTIVE DIRECTOR, and contingent upon his being able to medically qualify for such coverage, whole life or universal life insurance with a death benefit between \$250,000 and \$500,000 at the EXECUTIVE DIRECTOR'S discretion. The Board agrees to make the necessary premium payments directly on behalf of the EXECUTIVE DIRECTOR during her tenure with the CRA. Should the EXECUTIVE DIRECTOR not be able to medically qualify for such coverage, the equivalent of the cash value of the premium shall be paid to her in cash at each annual anniversary of her employment.

11. SICK, ANNUAL, PERSONAL, WELLNESS AND HOLIDAY LEAVE: The EXECUTIVE DIRECTOR shall accrue sick, annual, personal, wellness and holiday leave at the same frequency and with the same carryover as other executive management personnel under the CRA's Comprehensive Pay Plan, excluding limitations on carryover requirements. All current sick, annual, personal, wellness and holiday leave accrued during EXECUTIVE DIRECTOR's employment at the CRA as Deputy Director shall carryover to the EXECUTIVE DIRECTOR position. EXECUTIVE DIRECTOR shall receive a payout for all accrued but unused sick, annual, personal, wellness and holiday leave at the termination of employment.
12. DISABILITY INSURANCE: The Board agrees to provide disability insurance for EXECUTIVE DIRECTOR equal to that which is provided to senior executive management personnel employed by the City of Hollywood.
13. DUES AND SUBSCRIPTIONS: The CRA agrees to pay for the reasonable and customary professional dues and subscription of EXECUTIVE DIRECTOR necessary for her continued professional participation, growth and advancement, including national and state professional organizations.
14. PROFESSIONAL DEVELOPMENT: The CRA agrees to pay for reasonable and customary travel and subsistence expenses (in accordance with applicable Florida law) for the EXECUTIVE DIRECTOR's attendance at any meetings and conferences which the Board shall approve.
15. INDEMNIFICATION: The CRA shall defend, save harmless and indemnify EXECUTIVE DIRECTOR against any tort or professional liability claim or demand, or all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the EXECUTIVE DIRECTOR's duties. The CRA will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon. The CRA or its insurance carrier will provide legal representation for the EXECUTIVE DIRECTOR, suitable to EXECUTIVE DIRECTOR, for all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the EXECUTIVE DIRECTOR's affiliation with the CRA. However, the obligation to pay attorney's fees shall not include any fees related to the EXECUTIVE DIRECTOR's separation of employment with the CRA. Nothing herein is intended to provide indemnification for any act of the EXECUTIVE DIRECTOR that is held by a court of competent jurisdiction to constitute a crime under the laws of Florida or the United States, or to constitute fraud. This indemnification provision shall survive the termination of this Agreement.
16. DEATH BENEFITS: Upon EXECUTIVE DIRECTOR's death, the CRA obligations under this Agreement shall terminate, except for:
 - A. Transfer of balances in EXECUTIVE DIRECTOR's 457 Deferred Compensation Plan, 401 Plan and any other established tax-advantaged plans to her designated beneficiaries.

- B. Payment of accrued leave balances in accordance with section 12:
 - C. Payment of all outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plan for same
 - D. Payment of all life insurance and disability insurance benefits; and
 - E. Provision of such other benefits the CRA has with respect to its management employees generally.
17. PRIOR AGREEMENTS: The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understandings set forth herein shall be binding upon the CRA and EXECUTIVE DIRECTOR. No other representations or understandings are binding on the CRA or the EXECUTIVE DIRECTOR unless contained in this Agreement or a subsequent duly adopted amendment to same.
18. LAW, JURISDICTION, AND VENUE: This agreement shall be construed and administered in accordance with Florida and any other applicable law and venue for the resolution of any disputes hereunder shall be in Broward County.
19. AMENDMENTS: No alteration, modification or amendment to the terms of this Agreement shall be effective unless contained in writing and executed by the CRA and EXECUTIVE DIRECTOR as an amendment to this Agreement.
20. REPEALER: All provisions of CRA resolutions in conflict with this Agreement are repealed to the extent of such conflict.
21. SEVERABILITY: Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.
22. EFFECTIVE DATE OF THIS AGREEMENT: This Agreement shall become effective on the date of execution by both parties.

IN WITNESS WHEREOF, the Hollywood Florida Community Redevelopment Agency, County of Broward, State of Florida, has caused this Agreement to be signed and executed on the behalf of the Chair, and duly attested to by its Clerk and approved as to form by the CRA General Counsel, and EXECUTIVE DIRECTOR has signed and executed this Agreement, the day and year first above written.

SUSAN G. GOLDBERG,
EXECUTIVE DIRECTOR

JOSH LEVY, CHAIR

ATTEST:

PHYLLIS LEWIS
BOARD SECRETARY

APPROVED AS TO FORM:

DAMARIS Y. HENLON
INTERIM GENERAL COUNSEL