

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of January, 2015, by and between the City of Hollywood, County of Broward, State of Florida, a Municipal Corporation, and Wazir A. Ishmael, Ph.D..

IN CONSIDERATION of the mutual covenants herein contained, the parties do agree as follows:

1. EMPLOYMENT OF THE CITY MANAGER: Pursuant to Article VI, Section 6.02 of the City Charter, the City Commission (the "Commission") hereby appoints Wazir A. Ishmael, Ph.D. as City Manager ("City Manager") beginning December 3, 2014 (the "Hire Date").

2. DUTIES: Both parties hereby agree to perform the function and duties as set forth in this agreement, the City's Charter, ordinances, regulations, rules, policies and standards, and perform other associated and legally required duties and functions. City Manager agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Manager's ability. The foregoing notwithstanding, Manager may engage in consulting, teaching or other activities, so long as such activities do not interfere with his duties as City Manager, 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 Commission to terminate the services of City Manager at any time, with or without cause, and without prior notice, in accordance with Section 6.02 of the City's Charter. Nonetheless, City Manager has agreed to devote a minimum of two years from the Hire Date to the City of Hollywood, unless there occur special circumstances when it may be in the best interests of the Commission and the City Manager to separate in a shorter time. In the event City Manager voluntarily resigns his position with the City, then City Manager shall give

Commission 45 days written notice in advance, unless the parties otherwise agree to waive such notice requirement.

4. SEVERENCE TERMS AND CONDITION: In the event City Manager is terminated by Commission, Commission agrees to pay City Manager an amount equal to twenty (20) weeks of City Manager's base salary and one hundred percent (100%) of accrued sick, vacation and holiday leave and said severance period shall be credited towards City Manager's years of service as an employee of City.

Notwithstanding any of the foregoing, in the event City Manager is convicted of any felony or of any crime involving moral turpitude, Commission may terminate City Manager's employment without notice and without any obligation to pay the twenty (20) weeks base salary referenced in the first paragraph of this section.

5. ANNUAL BASE SALARY: City Manager shall be paid, for his services rendered pursuant hereto, at a rate of One hundred eighty-nine thousand and five hundred dollars (\$189,500.00) per year, payable in bi-weekly installments on the same dates as other executive management employees of the City of Hollywood.

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

6. RETIREMENT/DEFERRED COMPENSATION: The Commission shall pay, in addition of City Manager's annual base salary and in equal proportionate amounts each pay period, an amount equal to 16.3% of City Manager's annual base salary on City Manager's behalf into a 401 Plan through the International City Management Association – Retirement

Corporation (ICMA-RC), or other approved offering agency, and agrees to transfer ownership to the City Manager of the Plan's funds upon City Manager's resignation or termination.

The Commission shall further pay, in addition of City Manager's annual base salary and in equal proportionate amounts each pay period, the maximum contribution allowed by the Internal Revenue Service (IRS) into a 457 Deferred Compensation Plan provided by Nationwide Retirement Solutions or other approved offering agency, and agrees to transfer ownership to the City Manager of the Plan's funds upon City Manager's resignation or termination. In addition, City shall contribute to the above referenced 457 Deferred Compensation Plan, or another tax-advantaged account of the Manager's choice, an amount equal to the City contribution to the pension plan from City Manager's prior credited service. Said amount will be contributed such that it does not exceed the maximum amount allowed by IRS regulations, until the full amount is funded, in equal proportionate amounts each pay period.

At the City Manager's option, the Manager may elect to take the equivalent value of deferred compensation as taxable cash payments.

7. PERFORMANCE EVALUATION: The Commission agrees to review and evaluate the performance of the City Manager on each anniversary of the Hire Date, or as soon thereafter as same may be accomplished. Said review and evaluation shall be in accordance with specific criteria developed jointly by Commission and City Manager, and based upon City Manager Performance Evaluation Procedure developed by the City Manager and approved by the City Commission. Said criteria may be added to or deleted from as Commission may determine, in consultation with City Manager. Commission shall provide City Manager with a written summary statement of the findings of the Commission and provide adequate opportunity for the

City Manager to discuss his evaluation with the Commission. Based upon said review and performance evaluation, City Manager's annual base salary may be increased by Resolution of the City Commission.

8. AUTOMOBILE ALLOWANCE: City Manager shall receive an automobile allowance of \$500 per month, payable during the last pay period of each month during his term of employment. Entitlement to said automobile allowance shall cease upon City Manager's termination or resignation.

9. MEDICAL and DENTAL INSURANCE: Commission agrees to provide the most comprehensive medical and dental insurance for the City Manager and his family available to, and on the same terms and conditions as, other executive management personnel of the City. If coverage is waived, the savings of premiums needed to contribute towards family coverage will be placed into a tax-advantaged account of the Manager's choice.

10. LIFE INSURANCE: Commission agrees to provide, at no cost to the City Manager, 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 City Manager's discretion. Commission agrees to make the necessary premium payments directly on behalf of City Manager during his tenure with the City of Hollywood. The City's annual premium obligation shall be \$5300, and shall escalate at 2% per year during the term of the City Manager. Should the City Manager not be able to medically qualify for such coverage, the equivalent of the cash value of the premium shall be paid to him in cash at each annual anniversary of his employment.

11. SICK, ANNUAL AND HOLIDAY LEAVE: City Manager shall accrue sick, annual and holiday leave at the same frequency and with the same carryover and other limitations, if any, as other executive management personnel under the City of Hollywood's Management Pay Plan.

12. DISABILITY INSURANCE: Commission agrees to provide disability insurance for the City Manager equal to that which is provided other executive management personnel of the City.

13. MEDICAL AND DENTAL PREVENTIVE HEALTH: City Manager shall be entitled to annual comprehensive physical examinations at the City of Hollywood's expense. City Manager shall utilize providers who are participating members of the City of Hollywood's health insurance program.

14. DUES AND SUBSCRIPTIONS: Commission agrees to pay for the reasonable and customary professional dues and subscriptions of City Manager necessary for his continued professional participation, growth and advancement, including national and state professional organizations.

15. PROFESSIONAL DEVELOPMENT: Commission agrees to pay reasonable and customary travel and subsistence expenses (in accordance with applicable Florida law), for the City Manager's travel and attendance at such seminars, short courses, and conferences as the City Manager determines to be customary to the position of City Manager and/or necessary to meet any continuing education and membership requirements.

16. BONDING: Commission agrees to pay the full cost of fidelity or other bonds require of the City Manager under law or ordinance.

17. INDEMNIFICATION: Commission shall defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand or any and all other legal

action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Manager's duties. Commission will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Commission, or its insurance carrier, will provide legal representation for City Manager, suitable to City Manager, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of City Manager's affiliation with the Commission. However, the obligation to pay attorney's fees shall not include any fees related to the City Manager's separation of employment with the City. Nothing herein is intended to provide indemnification for any act of the City Manager which 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.

18. REDUCTION OF PAY/BENEFITS: In the event the Commission at any time during the employment, reduces the annual financial benefits of the City Manager in a greater percentage than an applicable across-the-board reductions for all City employees, or in the event the Commission refuses following written notice, to comply with any other provision benefiting the City Manager, then in that event City Manager may at his option, be deemed to be terminated within the terms outlined in Section 4 at the date of such reduction or such refusal.

19. GENERAL PROVISIONS:

A. The provisions of this agreement constitute the entire understanding between the parties. Only the representations and understandings contained herein shall be binding upon the Commission and the City Manager. No other representations or understandings are binding on

the Commission and/or the City Manager unless contained in this agreement or a subsequent duly adopted amendment.

B. Upon City Manager's death, Commission's obligations hereunder shall terminate except for:

- i. transfer of balances in City Manager's 457 Deferred Compensation Plan, 401 Plan and other established tax-advantaged plans to his designated beneficiary;
- ii. payment of accrued leave balances in accordance with Section 12 herein;
- iii. payment of all outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plan for same;
- iv. payment of all life insurance and disability insurance benefits; and
- v. provision of such other benefits Commission has with respect to its management employees generally.

C. No alteration, modification or amendment to the terms of this agreement shall be effective unless contained in writing and executed by the Commission and City Manager as an amendment to this agreement.

D. The Commission and City Manager each waive the privilege of Jurisdiction and venue and agree that any litigation involving this agreement shall take place in the appropriate State Court, in and for Broward County, Florida.

E. This agreement shall be construed and administered in accordance with Florida and any other applicable law.

20. REPEALER: That all provisions of City resolutions in conflict with this agreement are hereby 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 AGREEMENT: This agreement shall become effective on the date of execution by all parties.

IN WITNESS THEREOF, the City Commission of the City of Hollywood, County of Broward, State of Florida, has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk and approved as to form and legality by the City Attorney, and the City Manager has executed this agreement.

AGREED TO AND ACCEPTED BY CITY

ATTEST:

PETER BOBER, MAYOR

PATRICIA A.CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF HOLLYWOOD, ONLY

JEFFREY SHEFFEL
CITY ATTORNEY

AGREED TO AND ACCEPTED BY CITY MANAGER

WAZIR A. ISHMAEL, PH.D.
CITY MANAGER