

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of July, 2025, by and between the City of Hollywood, a municipal corporation organized and existing under the laws of the state of Florida, and Damaris Y. Henlon (collectively, the "Parties").

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

1. **EMPLOYMENT OF THE CITY ATTORNEY**: Pursuant to Article VII, Section 7.01 of the City Charter, the City Commission ("City Commission") appoints Damaris Y. Henlon as City Attorney ("City Attorney") effective July 2, 2025 ("Hire Date").
2. **DUTIES**: Both parties agree to perform the functions and duties set forth in this Agreement, the City Charter, ordinances, regulations, rules, policies and standards, and perform other associated and legally required duties and functions. City Attorney agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Attorney's ability. The foregoing notwithstanding, City Attorney may engage in consulting, teaching or other activities, so long as such activities do not interfere with the duties of City Attorney, 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 City Commission to terminate the services of City Attorney at any time, with or without cause, and without prior notice, in accordance with Section 7.01 of the City Charter. Nonetheless, City Attorney has agreed to devote a minimum of two years from the Hire Date to the City of Hollywood, unless there occur special circumstances where it may be in the best interest of the City Commission and the City Attorney to separate in a shorter time. In the event City Attorney voluntarily resigns her position with the City, then City Attorney shall give the City Commission 30 days' written notice in advance, unless the Parties otherwise agree to waive such requirement.
4. **SEVERANCE TERMS AND CONDITIONS**: In the event that the City Attorney is terminated by the City Commission, the City Commission agrees to pay City Attorney an amount equal to 20 weeks of the City Attorney's base salary and 100% of accrued sick, vacation and holiday leave, and such severance period shall be credited towards the City Attorney's years of service as an employee of the City.

Notwithstanding any of the foregoing, in the event City Attorney is terminated for misconduct as defined in Florida Statutes Section 443.036 (29), the City Commission may

terminate City Attorney's employment without notice and without any obligation to pay the 20 weeks base salary referenced in the first paragraph of this section.

5. **ANNUAL BASE SALARY**: City Attorney shall be paid for services rendered at a rate of \$_____ per year, payable in bi-weekly installments on the same dates as other senior executive management employees of the City of Hollywood. The City Commission further agrees to provide longevity compensation as is provided to other senior executive management employees as outlined in the City's Comprehensive Pay Plan.

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

6. **RETIREMENT / DEFERRED COMPENSATION**: The City Commission agrees to allow the City Attorney to participate in the Employees' Retirement Fund in accordance with Section 33.02(C)(1), City Code.

The City Commission shall further pay, in addition to the City Attorney'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 Attorney of the Plan's funds upon City Attorney's resignation or termination.

7. **PERFORMANCE EVALUATION**: The City Commission agrees to review and evaluate the performance of the City Attorney 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 City Commission and City Attorney and based upon City Attorney Performance Evaluation Procedures developed by the City Attorney and approved by the City Commission. The City Commission shall provide the City Attorney with a written summary statement of the findings of the City Commission and provide adequate opportunity for the City Attorney to discuss the evaluation with the City Commission. Based upon the review and performance evaluation, the City Attorney's annual base salary may be increased by resolution of the City Commission.

8. **AUTOMOBILE ALLOWANCE**: City Attorney shall receive an automobile allowance of \$500.00 per month. Entitlement to the automobile allowance shall cease upon City Attorney's termination or resignation.

9. **CELL PHONE STIPEND**: City Attorney shall receive a cell phone stipend of \$100 per month payable at the end of each month during her term of employment. Entitlement to said cell phone stipend shall cease upon City Attorney's termination or resignation.

10. **MEDICAL AND DENTAL INSURANCE**: The City Commission agrees to provide comprehensive medical and dental insurance for the City Attorney and her family equal to that which is provided to other senior executive management personnel of the City. If coverage is waived during employment, the savings of premiums needed to contribute towards family coverage will be placed into a tax-advantaged account of the City Attorney's choice. Upon the City Attorney achieving ten years of service (as calculated for purposes of longevity), the City Attorney shall receive individual and dependent premium payments paid for by the City after separation of employment. To the extent permitted by law, all coverage provided under this provision shall be secondary to any Medicare benefits to which City Attorney is eligible.

11. **LIFE INSURANCE**: The City Commission agrees to provide, at no cost to the City Attorney, and contingent upon her being able to medically qualify for such coverage, whole life or universal life insurance with a death benefit of \$500,000. The City Commission agrees to make the necessary premium payments directly on behalf of the City Attorney during her tenure with the City of Hollywood. The City's annual premium obligation shall be \$5,300 and shall escalate at 2% per year during the term of the City Attorney. Should the City Attorney 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.

12. **SICK, ANNUAL AND HOLIDAY LEAVE**: The City Attorney shall accrue sick, annual and holiday leave at the same frequency and with the same carryover as other senior executive management personnel under the City's Comprehensive Pay Plan, excluding limitations on carryover leave.

13. **DISABILITY INSURANCE**: The City Commission agrees to provide disability insurance for the City Attorney equal to that which is provided other senior executive management personnel of the City.

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

15. **DUES AND SUBSCRIPTIONS:** The City Commission agrees to pay for the reasonable and customary professional dues and subscriptions of City Attorney necessary for her continued professional participation, growth and advancement, including national and state professional organizations.

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

17. **BONDING:** The City Commission agrees to pay the full cost of fidelity or other bonds required of the City Attorney under law or ordinance.

18. **INDEMNIFICATION:** The City Commission shall defend, save harmless and indemnify City Attorney 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 City Attorney's duties. The City Commission will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City Commission or its insurance carrier will provide legal representation for City Attorney, suitable to City Attorney, for all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of City Attorney's affiliation with the City. However, the obligation to pay attorney's fees shall not include any fees related to the City Attorney's separation of employment with the City. Nothing herein is intended to provide indemnification for any act of the City Attorney 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.

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

20. **GENERAL PROVISIONS:**

A. 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 City Commission and the City Attorney. No other representations or understandings are binding on the City Commission or the City Attorney unless contained in this Agreement or a subsequent duly adopted amendment to same.

B. Upon City Attorney's death, the City Commission's obligations under this Agreement shall terminate, except for:

- i. transfer of balances in City Attorney's 457 Deferred Compensation Plan and Employees' Retirement Fund to her designated beneficiary;
- ii. payment of accrued leave balances in accordance with Section 12;
- 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 the City 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 City Commission and City Attorney as an amendment to this Agreement.

D. The City Commission and City Attorney each waive the privilege of jurisdiction and venue and agree that any litigation arising under or 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**: All provisions of City 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 AGREEMENT**: This Agreement shall become effective on the date of execution by both parties.

IN WITNESS WHEREOF, 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 by the Acting City Attorney, and the City Attorney has executed this Agreement.

AGREED TO AND ACCEPTED BY THE CITY OF HOLLYWOOD:

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DEENA KAPP
ACTING CITY ATTORNEY

AGREED TO AND ACCEPTED BY CITY ATTORNEY

DAMARIS Y. HENLON
CITY ATTORNEY