

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of March, 2023, by and between the City of Hollywood, a municipal corporation organized and existing under the laws of the state of Florida, and George R. Keller, Jr.

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

1. EMPLOYMENT OF THE CITY MANAGER: Pursuant to Article VI, Section 6.02 of the City Charter, the City Commission ("City Commission") appoints George R. Keller, Jr. as City Manager ("City Manager") effective March 31, 2023 ("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 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, City Manager may engage in consulting, teaching or other activities, so long as such activities do not interfere with the duties of 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 the City 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 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 where it may be in the best interest of the City 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 the City Commission 45 days' written notice in advance, unless the parties otherwise agree to waive such requirement.

4. SEVERENCE TERMS AND CONDITIONS: In the event that the City Manager is terminated by the City Commission, the City Commission agrees to pay City Manager an amount equal to 20 weeks **OR** the City Manager's base salary and 100% of accrued sick, vacation and holiday leave, and such severance period shall be credited towards the City Manager's years of service as an employee of the City.

Notwithstanding any of the foregoing, in the event City Manager is convicted of any felony or of any crime involving moral turpitude, the City Commission may terminate City Manager'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 Manager shall be paid for services rendered at a rate of \$265,187.33 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 Manager, 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 Manager to participate in the Employees' Retirement Plan in

accordance with Section 33.02(C)(1), City Code.

The City Commission shall further pay, in addition to the 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, the City shall contribute to the above referenced 457 Deferred Compensation Plan or another tax-advantaged account of the City Manager's choice an amount equal to the City contribution to the pension plan from City Manager's prior credited service. Such 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 City Manager may elect to take the equivalent value of deferred compensation as taxable cash payments.

7. PERFORMANCE EVALUATION: The City 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. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and City Manager and based upon City Manager Performance Evaluation Procedures developed by the City Manager and approved by the City Commission. The criteria may be added to or deleted from as the City Commission may determine, in consultation with City Manager. The City Commission shall provide the City Manager with a written summary statement of the findings of the City Commission and provide adequate opportunity for the City Manager to discuss the evaluation with the City Commission. Based upon the review and performance evaluation, the 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 \$500.00 per month. Entitlement to the automobile allowance shall cease upon City Manager's termination or resignation.

9. MEDICAL and DENTAL INSURANCE: The City Commission agrees to provide comprehensive medical and dental insurance for the City Manager and his family equal to that which is provided to other senior executive management personnel of the City, plus individual and dependent premium payments paid for by the City after separation of employment. 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 Manager's choice.

10. LIFE INSURANCE: The City 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. The City Commission agrees to make the necessary premium payments directly on behalf of the City Manager during his 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 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: The City Manager 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 requirements.

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

13. MEDICAL AND DENTAL PREVENTIVE HEALTH: The 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: The City 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: The City 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: The City Commission agrees to pay the full cost of fidelity or other bonds required of the City Manager under law or ordinance.

17. INDEMNIFICATION: The City Commission shall defend, save harmless and indemnify City Manager 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 Manager'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 Manager, suitable to City Manager, for all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of City Manager's affiliation with the City. 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 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.

18. REDUCTION OF PAY/BENEFITS: In the event the City Commission, at any time during the employment of the City Manager, reduces the annual financial benefits of the City Manager 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 Manager, then in that event, the City Manager may, at his option, be deemed to be terminated within the terms outlined in Section 4 above at the date of such reduction or refusal.

19. 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 Manager. No other representations or understandings are binding on the City Commission or the City Manager unless

contained in this Agreement or a subsequent duly adopted amendment to same.

B. In the event of the City Manager's death while employed as the City Manager, the City Commission's obligations under this Agreement 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;

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 Manager as an amendment to this Agreement.

D. The City Commission and City Manager 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 City Attorney, and the City Manager 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:

DOUGLAS R. GONZALES
CITY ATTORNEY

AGREED TO AND ACCEPTED BY CITY MANAGER:

GEORGE R. KELLER, JR., CPPT
CITY MANAGER