

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 1st day of November, 2017, by and between the City of Hollywood, County of Broward, State of Florida, a Municipal Corporation, and Douglas Gonzales.

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

1. EMPLOYMENT OF THE CITY ATTORNEY: Pursuant to Article VII, Section 7.01 of the City Charter, the City Commission (the "Commission") hereby appoints Douglas Gonzales as City Attorney ("City Attorney") beginning _____.

2. DUTIES: City Attorney shall perform the functions and duties as set forth in the City's Charter, ordinances, regulations, rules, policies and standards, and perform other associated and legally required duties and functions, as Commission shall direct and from time to time assign to City Attorney. City Attorney agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Attorney's ability.

3. TERMINATION: Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of 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's Charter. Nonetheless, City Attorney has agreed to devote a minimum of two years to the City of Hollywood, unless there occur special circumstances when it may be in the best interests of the Commission and the City Attorney to separate in a shorter time. In the event City Attorney voluntarily resigns his position with the City, then City Attorney shall give Commission 30 days written notice in advance, unless the parties otherwise agree to waive such notice requirement.

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

Commission may, as an alternative to the preceding paragraph, give notice to City Attorney that City Attorney will be terminated effective twenty (20) weeks from the date of the notice. In such event, City Attorney may continue his employment with the City and receive all pay and benefits to which he is entitled pursuant to this contract for so long as he is employed. In the event Commission terminates City Attorney after giving notice but prior to the effective date of the termination, Commission agrees to pay City Attorney's base pay and one hundred percent (100%) of accrued sick, vacation and holiday leave. As an example, if Commission terminates City Attorney seven (7) weeks after providing the twenty (20) weeks notice provided herein, City Attorney will receive sixteen (13) weeks of salary and one hundred percent (100%) of accrued sick, vacation and holiday leave.

Notwithstanding any of the foregoing, in the event City Attorney is terminated for misconduct, as defined in Florida Statute Section 443.036(29), , Commission shall not pay the twenty (20) weeks base salary referenced in the first and second paragraphs of this section.

5. ANNUAL BASE SALARY: City Attorney shall be paid, for his services rendered pursuant hereto, at a rate of One Hundred Ninety-Five Thousand dollars (\$195,000.00) per year, payable in bi-weekly installments on the same dates as other senior 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 Attorney, in amounts and terms determined by the Commission in its sole discretion.

6. PARTICIPATION IN THE EMPLOYEES' RETIREMENT PLAN: The Commission agrees to allow the City Attorney to participate in the Employees' Retirement Plan in accordance with City ordinance 33.025(C)(1).

7. DEFERRED COMPENSATION: Commission agrees to execute all necessary agreements provided by the International City Management Association – Retirement Corporation (ICMA-RC) or a similar top-rated nationally recognized deferred compensation provider under contract with the City for such purpose for City Attorney's participation in said ICMA-RC's 457 Deferred Compensation Plan and, in addition to City Attorney's annual base salary, to pay the maximum amount allowed by IRS regulations into the Plan on City Attorney's behalf, in equal proportionate amounts each pay period, and to transfer ownership to the City Attorney of the Plan's funds upon City Attorney's resignation or termination.

8. PERFORMANCE EVALUATION: The Commission agrees to review and evaluate the performance of the City Attorney six months from the effective date of the initial appointment or as soon thereafter as same may be accomplished and on the anniversary of the review thereafter. Said review and evaluation shall be in accordance with specific criteria developed jointly by Commission and City Attorney, and based upon written priorities as approved annually by the Commission. Said criteria may be added to or deleted from as Commission may determine, in consultation with City Attorney. Commission shall provide City Attorney with a written summary statement of the findings of the Commission and provide adequate opportunity for the City Attorney to discuss his evaluation with the Commission. Based upon said review and

performance evaluation, City Attorney's annual base salary shall be adjusted in an amendment to this Agreement approved by Commission and City Attorney.

9. AUTOMOBILE ALLOWANCE: City Attorney shall receive an automobile allowance of \$500 per month, payable at the end of each month during his term of employment. Entitlement to said automobile allowance shall cease upon City Attorney's termination or resignation.

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

11. MEDICAL and DENTAL INSURANCE: Commission agrees to provide comprehensive medical and dental insurance for the City Attorney and his family equal to that which is provided other senior executive management personnel of the City.

12. LIFE INSURANCE: Commission agrees to provide, at no cost to the City Attorney, contingent on his being able to medically qualify for such coverage, whole life or universal life insurance with a death benefit between \$250,000 to \$500,000. The City's annual premium obligation shall be \$5300. Should the City Attorney not be able to medically qualify for such coverage, the equivalent of cash value of the premium shall be paid to him in cash at each annual anniversary of his employment.

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

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

15. PHYSICAL EXAMINATION: City Attorney shall be entitled to an annual comprehensive physical examinations at the City of Hollywood's expense. City Attorney shall utilize a physician that is a participating member of the City of Hollywood's health insurance program.

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

17. PROFESSIONAL DEVELOPMENT: 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 the Florida Municipal Attorney's Association annual seminar, The Florida Bar's Annual Local Government Law in Florida seminar, and other reasonable necessary seminars and conferences customary to the position of City Attorney and/or necessary to meet any continuing legal education requirements.

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

19. INDEMNIFICATION: Commission shall defend, save harmless and indemnify City Attorney 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 Attorney'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 Attorney suitable to City Attorney, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of City Attorney's affiliation with the Commission. Nothing herein is intended to provide indemnification for any act of the City Attorney 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.

20. REDUCTION OF PAY/BENEFITS: In the event the Commission at any time during the employment, 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 Commission refuses, following written notice, to comply with any other provision benefiting the City Attorney, then in that event City Attorney may, at his option, be deemed to be terminated within the terms outlined in Section 3 at the date of such reduction or such refusal.

21. 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 Attorney. No other representations or understandings are binding on the Commission and/or the City Attorney unless contained in this or a subsequent duly adopted agreement.

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

- i. transfer of balances in City Attorney's 457 Deferred Compensation Plan and Employer's Retirement Fund to his designated beneficiary;
- ii. payment of accrued leave balances in accordance with Section 13 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 Attorney as an amendment to this agreement.

D. The Commission and City Attorney 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.

22. REPEALER: That all provisions of City resolutions in conflict with this agreement are hereby repealed to the extent of such conflict.

23. 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.

24. EFFECTIVE DATE OF AGREEMENT: This agreement shall become effective on the date of approval and adoption by the Commission.

IN WITNESS THEREOF, the City Commission of the City of Hollywood, County of Broward, State of Florida, has caused this Employment 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 Acting City Attorney, and the City Attorney has executed this agreement, this _____ day of _____, 2017.

AGREED TO AND ACCEPTED BY CITY

ATTEST:

JOSH LEVY, MAYOR

PATRICIA A.CERNY, MMC
CITY CLERK

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

ALAN FALLIK
ACTING CITY ATTORNEY

AGREED TO AND ACCEPTED BY CITY ATTORNEY

DOUGLAS GONZALES
CITY ATTORNEY