

LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: July 8, 2014
SUBJECT: Executive Director's Annual Review

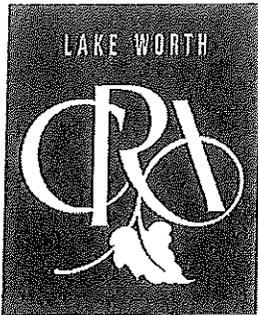
EXPLANATION:

My Employment Agreement executed July 9, 2013 dictates that an annual performance evaluation be conducted around August 1 and the Board recommend compensation for the ensuing year. The contract is effective until August 31, 2016. In the past, the Board approved a method of evaluating the Director's performance using an evaluation sheet. The evaluation sheet and memo from last years meeting when the Executive Directors review was discussed is attached for your review as Exhibit "A." A copy of the contract and an evaluation sheet is included as Exhibit "B."

A copy of the recent Consumer Price Index for the Miami-Fort Lauderdale Metropolitan Statistical Area is also included as Exhibit "C."

RECOMMENDATION:

Staff recommends the Board complete the evaluation sheets and provide feedback to the Executive Director at the meeting.



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MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board

FROM: Joan C. Oliva, Executive Director

DATE: July 9, 2013

SUBJECT: Executive Director's Contract

EXPLANATION:

My Employment Agreement executed December 29, 2010 is effective until August 31, 2013. A copy of the Agreement is included as Exhibit "A." The prior two and a half year contract was approved with the intention of having consistent management through the end of the term of the NSP-2 grant. Since 2010, two evaluations have been performed. The latest, completed in December 2012, is included for your review as Exhibit "B." The previous agreement states that the "Board of Commissioners of the CRA shall engage in an annual performance evaluation and salary and benefit review of the employee ...and the Employee shall receive a salary adjustment of no less than the increase of the most recent 12 month CPI for the Miami-Fort Lauderdale MSA. In addition, to the salary increase based on the CPI, the CRA Board of Commissioners shall have the discretion to provide for an additional salary increase based upon the evaluation of the employee's performance." Over the past two years, I have received CPI increases of 3.8% and 2%. No performance increases have been given.

Although the Director's responsibilities are many and day to day operations take up a considerable amount of time, I have listed what I believe to be a summary of significant accomplishments these past few years for your review.

- Successfully completed a \$23.2M Neighborhood Stabilization Program (NSP) grant, working with 20 consortium partners. By the expenditure deadline, the CRA spent 100% of its allocation and purchased properties, rehabilitated and constructed or signed development agreements to deliver one hundred fifty five (155) housing units, composed of 76 for sale units and 79 rental units. Additionally, eleven (11) properties were purchased and "land banked" for future development within 10 years.
- Since the expenditure deadline, purchased several more foreclosed and abandoned houses, signed two development agreements for rehabilitation and waiting for demolition permits for several properties.

- Produced twelve new artist live-work space units in the heart of the western downtown, continuing to redevelop the area using art as a tool for revitalization.
- Property acquisition is on-going and we continue to work with partners and leverage additional funding
- Worked closely with the City to produce plans to renovate 1121 Lucerne Avenue into an Arts Center and began hosting children's art classes every Monday
- CRA Staff responsible for Playful City Award and Kaboom playground grant
- Staff wrote and received approval for a \$750K MPO grant for bicycle and pedestrian path along 5th Ave. South
- Applied and selected for EPA Building Blocks Technical Assistance Program
- Attraction, siting and assistance with final approval for a downtown Publix Supermarket
- Approval, development and partial implementation of a Bicycle Network Plan and added several bike racks around the district
- Designed and implemented LULA, Lake Worth Arts program
- Started new Cultural Renaissance 501 3c
- Received grant funding and constructed Tropical Ridge Fitness Park
- Maintained full staffing of very competent, skilled and experienced co-workers
- Attraction and approval of agreement with the Palm Beach Cultural Council for their downtown headquarter building
- Final development of the 812 CRA Parking Lot on Dixie Highway
- Worked to attract or expand local businesses, including Smartplants, Zoo Gym and Academy for Positive Learning
- Developed new residential rehabilitation grant working with Adopt-a-Family
- Development and approval of the Citizen's Transit-Oriented-Development (TOD) Master Plan
- Newly designed newsletters, e-mail blasts, web sites and new social media sites
- Formed partnership with the Small Business Development Center (SBDC), SBA, and FAU. The partners will again host its annual business seminar in late August
- Hosted or provided assistance for local and LULA events
- Continual learning and professional development to better serve the community
- Management and oversight for the construction and completion of the 10th Avenue Gateways project and provided oversight for short-term maintenance
- Developed relationships with other agencies, including HUD, PBSO, community organizations and non-profits
- Responsible for annual Board retreat, development and approval of annual budget, Annual Report, continual refinement and management of grant programs, other grant applications

In preparation for this meeting, I met with the CRA Chair, Cary Sabol and discussed possible changes for my future contract, if the Board wishes me to continue as the Executive Director. A copy of a new contract is attached as Exhibit "C" for your review. The new contract includes a 5% increase to my salary and some reductions in severance pay due to a change in State Statute. Also to be noted is that although medical insurance is offered through the Agency, I accept no medical coverage from the Agency and instead pay for my own family medical insurance.

REQUEST:

I request the Board review the attachments and consider approving my employment contract.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this 29 day of DECEMBER, 2010, by and between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "CRA", and JOAN OLIVA, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the CRA desires to employ the services Joan Oliva, hereinafter referred to as ("Employee") as Executive Director of the Lake Worth Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

WHEREAS, it is the desire of the CRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

WHEREAS, Employee desires to accept employment as Executive Director of the Lake Worth Community Redevelopment Agency under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

The CRA hereby agrees to employ Joan Oliva as the full-time Executive Director of the Lake Worth Community Redevelopment Agency to perform the functions and duties specified in Chapter 163, Part III, Florida Statutes, relevant applicable ordinances of the City of Lake Worth, Florida, the CRA's policies and by-laws, and to perform the services as described in Exhibit "A", which is attached hereto, and other such legally permissible and proper duties and functions, consistent with the office of the Executive Director, as the Board of Commissioners of the CRA shall from time to

time assign.

Section 2. Term.

A. This Agreement shall become effective upon the execution of the Agreement by the CRA Chair, and shall continue until August 31, 2013, (the "Term") unless terminated by either party pursuant to Section 10. Any previous agreement shall be null and void.

B. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the CRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 10, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the CRA, subject only to the requirements and provisions set forth in Section 10, of this Employment Agreement.

Section 3. Salary.

The CRA agrees to pay Employee for services rendered commencing January 1, 2011, at an annual salary of One Hundred Sixteen Thousand, Fifty and 00/100 Dollars (\$116,050.00) payable bi-weekly, at the same time as other employees of the CRA are paid. The Board of Commissioners of the CRA shall engage in an annual performance evaluation and salary and benefit review of said Employee on or about December 1st, of each year during the term of this Agreement for the purpose of recommending compensation and benefit adjustment for the ensuing year. Following the annual performance evaluation, the Employee shall receive a salary adjustment of no less than the increase in the most recent twelve-month Consumer Price Index ("CPI") for the Miami-Fort Lauderdale metropolitan statistical area. In addition to the salary increase based upon the CPI, the CRA Board

of Commissioner shall have the discretion to provide for an additional salary increase based upon the evaluation of the employee's performance.

Section 4. Automobile and Cell Phone Allowance; Deferred Compensation.

A. The CRA shall provide the Employee with a total annual automobile and cell phone allowance in the amount of Four Thousand and 00/100 (\$4,000.00), payable bi-weekly, at the same time as employees of the CRA are paid.

B. The Employee shall be entitled to participate in any retirement plans as provided by the CRA's Employee Benefits Memorandum, as may be amended from time to time.

Section 5. Vacation and Sick Leave.

The Employee shall be entitled to receive five (5) personal days, twelve (12) sick days, and twenty (20) vacation days to be taken in conformance with the CRA's Employee Benefits Memorandum, as may be amended from time to time.

Section 6. Insurance.

The Employee shall be entitled to health, dental, and life insurance as provided in the CRA's Employee Benefits Memorandum, a copy of which is attached hereto.

Section 7. Legal Holidays.

The CRA will observe and the Employee will be compensated for the legal holidays as described in the CRA's Employee Benefits Memorandum which is attached hereto.

Section 8. Outside Activities and Hours of Work.

The Employee shall not be entitled to engage in any other employment or professional engagements, except for work performed on behalf of DRT International/SHOPUST, so long as such work does not interfere with the Employee's duties and responsibilities as Executive Director.

Section 9. Professional Development.

A. The CRA agrees to budget and to pay for the professional dues and subscriptions of the Employee reasonably necessary for her continuation and full participation of Employee's membership in the IEDC which is determined by the CRA to be for the good of the CRA.

B. The CRA hereby agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee to attend one national convention (e.g. ULI, APA, ICSC, Historic Trust) and one state convention (e.g. Florida Redevelopment Association).

C. The CRA will reimburse Employee for legitimate expenses incurred for the purpose of promoting redevelopment in the CRA district within the amounts authorized in the budget.

Section 10. Termination.

This Employment Agreement may be terminated by either party, without cause, provided that in the event of termination by the Employee thirty (30) calendar days advance written notice shall be given the CRA. In the event of the termination of this Employment Agreement by the CRA without cause, the CRA shall pay to the Employee severance pay equal to one hundred eighty (180) days of Employee's base compensation. For purposes of this Agreement, "Cause" shall be defined as:

A. The commission by the Employee of any proven embezzlement of a material amount of funds or other proven deliberate and premeditated act of dishonesty against the financial or business interests of the Employer which adversely affects the Employer;

B. The conviction by the Employee of or the pleading by the Employee of nolo contendere to, a felony;

C. The willful failure or refusal of the Employee to materially perform the duties

specified in and pursuant to Section 1 hereof or to follow the lawful directives of the Board of Commissioners (provided that the lawfulness of such directives is confirmed by general counsel to the Employer), which failure or refusal is not cured within 15 days subsequent to notice from the Employer to the Employee specifying the nature of such failure or refusal; or

D. The breach by the Employee of any material terms of this Agreement, which breach is not cured within 30 days subsequent to notice from the Employer to the Employee specifying such breach.

E. If, for any reason, the CRA is dissolved, the CRA shall pay the Executive Director an amount equal to six (6) months salary as compensation for the loss of the position. The Executive Director shall not be entitled to this payment if employment is terminated for cause, or if the Executive Director resigns the position.

The Employee shall not be entitled to any severance pay, as provided in this Section, in the event this Agreement expires and is not renewed.

Section 11. Indemnification.

The CRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Lake Worth, in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Lake Worth, Florida.

Section 12. Other Terms and Conditions of Employment.

The CRA Board of Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in

direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

Section 13. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Lake Worth Community Redevelopment Agency
c/o David N. Tolces, Esq.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (561) 771-4923

Employee: Joan Oliva
5105 Prairie Dunes Village Circle
Lake Worth, FL 33463

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Lake Worth Community Redevelopment Agency, has caused this Agreement to be signed and executed on its behalf by the CRA Chair, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:


Secretary

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
By: 
Print Name: Cary Sobel
Title: Chair

Approved as to form:


David N. Tolces, Esq.

Date: 12/29/10

WITNESSES:


MONA C. FEIGENBAUM
Print Name


Joan Oliva


CHRIS DABROS
Print Name

Date: 12/22/10



Lake Worth CRA Employee Evaluation Form

Date:	
Employee:	JOAN OLIVA
Title:	EXCO. DIRECTOR
Hire Date:	
Period of:	

The following is a numerical scoring system to objectively evaluate employees work performance, scoring is as follows:

Rating Codes: 5 = unsatisfactory, 4 = marginal, 3 = satisfactory, 2 = above satisfactory, 1 = outstanding

An average of the total score will provide the basis for your overall evaluation. Annual salary increase will be commensurate with overall score and performance.

1	A. Job Knowledge – refers to the knowledge (e.g. technical, procedural, policy or other) an employee should have to perform well and handle even unusual and complex aspects of the job.
1	B. Technical Proficiency – pertains to the employee's degree of proficiency in the various technical aspects of the job (budgeting, financial reports, grants and contracts); whether employee stays abreast of changes and developments in the field.
1	C. Quantity of Work – concerns the volume of work which is accomplished by the employee and the difficulty of the work done; reference should be made to specific standards for quantity of work (where established) or to reasonable measures of productivity where special standards do not exist.
2	D. Quality of Work – pertains to the degree of excellence of the work performed including the degree of accuracy, neatness, completeness, thoroughness, timeliness, carefulness, workmanship and craftsmanship.
1	E. Work Habits – refers to the employee's observations of rules, regulations, procedures, methods and instructions; the employee's organization of work and use of working time, and the employees observance of working hours.
2	F. Attitude – refers to the degree of interest and motivation shown towards the job; the willingness to accept responsibility, carry it out and be held accountable for the results; the employee's openness toward constructive criticism and eagerness to improve; the employee's general relationships with other people.
1	G. Attendance – pertains to the employee's leave record and employee's conscientiousness in following proper reporting procedures; concerned with such items as excessive sick leave, absences without leave, etc.
1	H. Initiative – refers to the employee's ability to suggest and/or initiate usable and innovative new techniques, methods, procedures; the employee's resourcefulness and self-reliance and the ability to stimulate others to think and work.

2	I. Interpersonal Skills – pertains to the employee's willingness to develop a positive working relationship with fellow employees and City Department Heads and staff; to work and act as liaison to City and other Municipalities/Agencies. Ability to build consensus and work with NSP Partners and Chamber of Commerce; responsiveness to CRA board members; to be cooperative, helpful and polite to the public and fellow employees; to project a positive image of the CRA and City through the employee's manner towards others.
1	J. Planning and Organization – refers to the employee's effectiveness in organizing work and planning future objectives; implementing large scale projects; in implementation of Policies, Redevelopment Plans and Bylaws; in monitoring contracted services; in accurately forecasting workloads and resources; in recognizing and reacting to difficulties; in establishing priorities for tasks to be accomplished, working with Core Area Businesses, aware of the 'pulse' of the City.
3	K. Directing and Controlling – concerns effective delegation to others; the coordination of group efforts toward a goal or objective; the achievement of objectives on schedule; the efficient use of available resources to perform a task effectively; the ability to recognize issues of concern and take appropriate action.
1	L. Self-Expression – refers to the ability to write understandable, factual, precise and complete reports; to express oneself clearly and effectively, both orally and in writing; and to organize and present material well.
3	M. Supervisory Relations – refers to the enforcement of fair, timely and effective discipline; consideration of employee feelings; promotion of employee involvement in solving of work problems and implementation of change; manage effectively and provide satisfactory results, actions which inspire employee confidence and enthusiasm and promote good morale.
1	N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.
1	O. Creativity – refers to the characteristics such as originality, alertness, initiative and imagination as exhibited in employee's work; concerns employee's efforts to develop and suggest improvements, ideas, etc.
1	P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.
1	Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.
	Total Score
	Overall Performance Score

Comments

Strengths:

Weaknesses:



Lake Worth CRA Employee Evaluation Form

Date:	
Employee:	Joan Oliva
Title:	Executive Director
Hire Date:	January 2007
Period of:	December '11- December '12

The following is a numerical scoring system to objectively evaluate employees work performance, scoring is as follows:

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Lake Worth CRA Employee Evaluation Form

Date:	2/8/13
Employee:	Joan Oliva
Title:	Executive Director
Hire Date:	January 2007
Period of:	December '11- December '12

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An average of the total score will provide the basis for your overall evaluation. Annual salary increase will be commensurate with overall score and performance.

2	A. Job Knowledge – refers to the knowledge (e.g. technical, procedural, policy or other) an employee should have to perform well and handle even unusual and complex aspects of the job.
1	B. Technical Proficiency – pertains to the employee's degree of proficiency in the various technical aspects of the job; whether employee stays abreast of changes and developments in the field.
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1	L. Self-Expression – refers to the ability to write understandable, factual, precise and complete reports; to express oneself clearly and effectively, both orally and in writing; and to organize and present material well.
2	M. Supervisory Relations – refers to the enforcement of fair, timely and effective discipline; consideration of employee feelings; promotion of employee involvement in solving of work problems and implementation of change; actions which inspire employee confidence and enthusiasm and promote good morale.
1	N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.
1	O. Creativity – refers to the characteristics such as originality, alertness, initiative and imagination as exhibited in employee's work; concerns employee's efforts to develop and suggest improvements, ideas, etc.
1	P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.
1	Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.
	Total Score 21
(21)	Overall Performance Score -

😊 thank you for
your continuous hard work
and commitment to Lake Worth.

Sue Stevens



Lake Worth CRA Employee Evaluation Form

Madison McGee

Date:	1/8/13
Employee:	Joan Oliva
Title:	Executive Director
Hire Date:	January 2007
Period of:	December '11- December '12

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/	<p>K. Directing and Controlling – concerns effective delegation to others; the coordination of group efforts toward a goal or objective; the achievement of objectives on schedule; the efficient use of available resources to perform a task effectively; the ability to recognize issues of concern and take appropriate action.</p>
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/	<p>N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.</p>
/	<p>O. Creativity – refers to the characteristics such as originality, alertness, initiative and imagination as exhibited in employee's work; concerns employee's efforts to develop and suggest improvements, ideas, etc.</p>
/	<p>P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.</p>
/	<p>Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.</p>
	<p>Total Score</p>
/	<p>Overall Performance Score -</p>



Lake Worth CRA Employee Evaluation Form

Date:	01.08.31
Employee:	Joan Oliva
Title:	Executive Director
Hire Date:	January 2007
Period of:	December '11- December '12

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/	G. Attendance – pertains to the employee's leave record and employee's conscientiousness in following proper reporting procedures; concerned with such items as excessive sick leave, absences without leave, etc.
/	H. Initiative – refers to the employee's ability to suggest and/or initiate usable and innovative new techniques, methods, procedures; the employee's resourcefulness and self-reliance and the ability to stimulate others to think and work.
/	I. Interpersonal Skills – pertains to the employee's willingness to develop a positive working relationship with fellow employees; to work in team or group situations; to be cooperative, helpful and polite to the public and fellow employees; to project a positive image of the CRA and City through the employee's manner towards others.

2	<p>J. Planning and Organization – refers to the employee's effectiveness in organizing work and planning future objectives; in accurately forecasting workloads and resources; in recognizing and reacting to difficulties; in establishing priorities for tasks to be accomplished.</p>
/	<p>K. Directing and Controlling – concerns effective delegation to others; the coordination of group efforts toward a goal or objective; the achievement of objectives on schedule; the efficient use of available resources to perform a task effectively; the ability to recognize issues of concern and take appropriate action.</p>
/	<p>L. Self-Expression – refers to the ability to write understandable, factual, precise and complete reports; to express oneself clearly and effectively, both orally and in writing; and to organize and present material well.</p>
/	<p>M. Supervisory Relations – refers to the enforcement of fair, timely and effective discipline; consideration of employee feelings; promotion of employee involvement in solving of work problems and implementation of change; actions which inspire employee confidence and enthusiasm and promote good morale.</p>
/	<p>N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.</p>
/	<p>O. Creativity – refers to the characteristics such as originality, alertness, initiative and imagination as exhibited in employee's work; concerns employee's efforts to develop and suggest improvements, ideas, etc.</p>
/	<p>P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.</p>
/	<p>Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.</p>
	<p>Total Score</p>
/	<p>Overall Performance Score -</p>



Lake Worth CRA Employee Evaluation Form

Date:	1-8-13	
Employee:	Joan Oliva	
Title:	Executive Director	
Hire Date:	January 2007	
Period of:	December '11- December '12	

The following is a numerical scoring system to objectively evaluate employees work performance, scoring is as follows:

Rating Codes: 5 = unsatisfactory, 4 = marginal, 3 = satisfactory, 2 = above satisfactory, 1 = outstanding

An average of the total score will provide the basis for your overall evaluation. Annual salary increase will be commensurate with overall score and performance.

1	A. Job Knowledge – refers to the knowledge (e.g. technical, procedural, policy or other) an employee should have to perform well and handle even unusual and complex aspects of the job.
1	B. Technical Proficiency – pertains to the employee's degree of proficiency in the various technical aspects of the job; whether employee stays abreast of changes and developments in the field.
1	C. Quantity of Work – concerns the volume of work which is accomplished by the employee and the difficulty of the work done; reference should be made to specific standards for quantity of work (where established) or to reasonable measures of productivity where special standards do not exist.
1	D. Quality of Work – pertains to the degree of excellence of the work performed including the degree of accuracy, neatness, completeness, thoroughness, carefulness, workmanship and craftsmanship.
1	E. Work Habits – refers to the employee's observations of rules, regulations, procedures, methods and instructions; the employee's organization of work and use of working time, and the employees observance of working hours.
2	F. Attitude – refers to the degree of interest and motivation shown towards the job; the willingness to accept responsibility, carry it out and be held accountable for the results; the employee's openness toward constructive criticism and eagerness to improve; the employee's general relationships with other people.
1	G. Attendance – pertains to the employee's leave record and employee's conscientiousness in following proper reporting procedures; concerned with such items as excessive sick leave, absences without leave, etc.
1	H. Initiative – refers to the employee's ability to suggest and/or initiate usable and innovative new techniques, methods, procedures; the employee's resourcefulness and self-reliance and the ability to stimulate others to think and work.
1	I. Interpersonal Skills – pertains to the employee's willingness to develop a positive working relationship with fellow employees; to work in team or group situations; to be cooperative, helpful and polite to the public and fellow employees; to project a positive image of the CRA and City through the employee's manner towards others.

1	J. Planning and Organization – refers to the employee's effectiveness in organizing work and planning future objectives; in accurately forecasting workloads and resources; in recognizing and reacting to difficulties; in establishing priorities for tasks to be accomplished.
1	K. Directing and Controlling – concerns effective delegation to others; the coordination of group efforts toward a goal or objective; the achievement of objectives on schedule; the efficient use of available resources to perform a task effectively; the ability to recognize issues of concern and take appropriate action.
2	L. Self-Expression – refers to the ability to write understandable, factual, precise and complete reports; to express oneself clearly and effectively, both orally and in writing; and to organize and present material well.
1	M. Supervisory Relations – refers to the enforcement of fair, timely and effective discipline; consideration of employee feelings; promotion of employee involvement in solving of work problems and implementation of change; actions which inspire employee confidence and enthusiasm and promote good morale.
1	N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.
1	O. Creativity – refers to the characteristics such as originality, alertness, initiative and imagination as exhibited in employee's work; concerns employee's efforts to develop and suggest improvements, ideas, etc.
1	P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.
1	Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.
19	Total Score
	Overall Performance Score -

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "CRA", and JOAN OLIVA, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the CRA desires to employ the services Joan Oliva, hereinafter referred to as ("Employee") as Executive Director of the Lake Worth Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

WHEREAS, it is the desire of the CRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

WHEREAS, Employee desires to accept employment as Executive Director of the Lake Worth Community Redevelopment Agency under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

The CRA hereby agrees to employ Joan Oliva as the full-time Executive Director of the Lake Worth Community Redevelopment Agency to perform the functions and duties specified in Chapter 163, Part III, Florida Statutes, relevant applicable ordinances of the City of Lake Worth, Florida, the CRA's policies and by-laws, and to perform the services as described in **Exhibit "A"**, which is attached hereto, and other such legally permissible and proper duties and functions, consistent with the office of the Executive Director, as the Board of Commissioners of the CRA shall from time to

time assign.

Section 2. Term.

A. This Agreement shall become effective upon the execution of the Agreement by the CRA Chair, and shall continue until August 31, 2016, (the "Term") unless terminated by either party pursuant to Section 10. Any previous agreement shall be null and void.

B. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the CRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 10, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the CRA, subject only to the requirements and provisions set forth in Section 10, of this Employment Agreement.

Section 3. Salary.

The CRA agrees to pay Employee for services rendered commencing September 1, 2013, at an annual salary of One Hundred Twenty Nine Thousand, Fifteen, and 84/100 Dollars (\$129,015.00) payable bi-weekly, at the same time as other employees of the CRA are paid. The Board of Commissioners of the CRA shall engage in an annual performance evaluation and salary and benefit review of said Employee on or about August 1st, of each year during the term of this Agreement for the purpose of recommending compensation and benefit adjustment for the ensuing year. Following the annual performance evaluation, the Employee shall receive a salary adjustment of no less than three percent (3%), or the increase in the most recent twelve-month Consumer Price Index ("CPI") for the Miami-Fort Lauderdale metropolitan statistical area, whichever is greater. In

addition to the salary increase based upon the CPI, the CRA Board of Commissioner shall have the discretion to provide for an additional salary increase based upon the evaluation of the employee's performance.

Section 4. Automobile and Cell Phone Allowance; Deferred Compensation.

A. The CRA shall provide the Employee with a total annual automobile and cell phone allowance in the amount of Four Thousand and 00/100 (\$4,000.00), payable bi-weekly, at the same time as employees of the CRA are paid.

B. The Employee shall be entitled to participate in any retirement plans as provided by the CRA's Employee Benefits Memorandum, as may be amended from time to time.

Section 5. Vacation and Sick Leave.

The Employee shall be entitled to receive five (5) personal days, twelve (12) sick days, and twenty (20) vacation days to be taken in conformance with the CRA's Employee Benefits Memorandum, as may be amended from time to time.

Section 6. Insurance.

The Employee shall be entitled to health, dental, and life insurance as provided in the CRA's Employee Benefits Memorandum, a copy of which is attached hereto.

Section 7. Legal Holidays.

The CRA will observe and the Employee will be compensated for the legal holidays as described in the CRA's Employee Benefits Memorandum which is attached hereto.

Section 8. Outside Activities and Hours of Work.

The Employee shall not be entitled to engage in any other employment or professional engagements.

Section 9. Professional Development.

A. The CRA agrees to budget and to pay for the professional dues and subscriptions of the Employee reasonably necessary for her continuation and full participation of Employee's membership in the IEDC which is determined by the CRA to be for the good of the CRA.

B. The CRA hereby agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee to attend one national convention (e.g. ULI, APA, ICSC, Historic Trust) and one state convention (e.g. Florida Redevelopment Association).

C. The CRA will reimburse Employee for legitimate expenses incurred for the purpose of promoting redevelopment in the CRA district within the amounts authorized in the budget.

Section 10. Termination.

This Employment Agreement may be terminated by either party, without cause, provided that in the event of termination by the Employee thirty (30) calendar days advance written notice shall be given the CRA. In the event of the termination of this Employment Agreement by the CRA without cause, the CRA shall provide thirty (30) days' notice prior to the effective date of termination and pay to the Employee severance pay equal to twenty (20) weeks of Employee's base compensation. For purposes of this Agreement, "Cause" shall be defined as:

A. The commission by the Employee of any proven embezzlement of a material amount of funds or other proven deliberate and premeditated act of dishonesty against the financial or business interests of the Employer which adversely affects the Employer;

B. The conviction by the Employee of or the pleading by the Employee of nolo contendere to, a felony;

C. The willful failure or refusal of the Employee to materially perform the duties

specified in and pursuant to Section 1 hereof or to follow the lawful directives of the Board of Commissioners (provided that the lawfulness of such directives is confirmed by general counsel to the Employer), which failure or refusal is not cured within 15 days subsequent to notice from the Employer to the Employee specifying the nature of such failure or refusal; or

D. The breach by the Employee of any material terms of this Agreement, which breach is not cured within 30 days subsequent to notice from the Employer to the Employee specifying such breach.

E. If, for any reason, the CRA is dissolved, the CRA shall provide the Executive Director with no less than thirty (30) days' notice prior to termination, and pay the Executive Director an amount equal to twenty (20) weeks salary as compensation for the loss of the position. The Executive Director shall not be entitled to this payment if employment is terminated for cause, or if the Executive Director resigns the position.

The Employee shall not be entitled to any severance pay, as provided in this Section, in the event this Agreement expires and is not renewed.

Section 11. Indemnification.

The CRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Lake Worth, in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Lake Worth, Florida.

Section 12. Other Terms and Conditions of Employment.

The CRA Board of Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the

performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

Section 13. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Lake Worth Community Redevelopment Agency
c/o David N. Tolces, Esq.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (561) 771-4923

Employee: Joan Oliva
5105 Prairie Dunes Village Circle
Lake Worth, FL 33463

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall

remain in full force and effect.

IN WITNESS WHEREOF, the Lake Worth Community Redevelopment Agency, has caused this Agreement to be signed and executed on its behalf by the CRA Chair, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

Secretary

By: _____

Print Name: _____

Title: _____

Approved as to form:

David N. Tolces, Esq.

Date: _____

WITNESSES:

Joan Oliva

Print Name

Date: _____

Print Name

H:_GOV CLIENTS\LWCRA 1468\040459\2013 AGMT\Executive Director Agreement (2013).doc



Lake Worth CRA Employee Evaluation Form

Date:	July 8, 2014
Employee:	Joan Oliva
Title:	Executive Director
Hire Date:	January 2007
Period of:	July '13- July '14
<p>The following is a numerical scoring system to objectively evaluate employees work performance, scoring is as follows:</p> <p>Rating Codes: 5 = unsatisfactory, 4 = marginal, 3 = satisfactory, 2 = above satisfactory, 1 = outstanding</p> <p>An average of the total score will provide the basis for your overall evaluation. Annual salary increase will be commensurate with overall score and performance.</p>	
	A. Job Knowledge – refers to the knowledge (e.g. technical, procedural, policy or other) an employee should have to perform well and handle even unusual and complex aspects of the job.
	B. Technical Proficiency – pertains to the employee's degree of proficiency in the various technical aspects of the job; whether employee stays abreast of changes and developments in the field.
	C. Quantity of Work – concerns the volume of work which is accomplished by the employee and the difficulty of the work done; reference should be made to specific standards for quantity of work (where established) or to reasonable measures of productivity where special standards do not exist.
	D. Quality of Work – pertains to the degree of excellence of the work performed including the degree of accuracy, neatness, completeness, thoroughness, carefulness, workmanship and craftsmanship.
	E. Work Habits – refers to the employee's observations of rules, regulations, procedures, methods and instructions; the employee's organization of work and use of working time, and the employees observance of working hours.
	F. Attitude – refers to the degree of interest and motivation shown towards the job; the willingness to accept responsibility, carry it out and be held accountable for the results; the employee's openness toward constructive criticism and eagerness to improve; the employee's general relationships with other people.
	G. Attendance – pertains to the employee's leave record and employee's conscientiousness in following proper reporting procedures; concerned with such items as excessive sick leave, absences without leave, etc.
	H. Initiative – refers to the employee's ability to suggest and/or initiate usable and innovative new techniques, methods, procedures; the employee's resourcefulness and self-reliance and the ability to stimulate others to think and work.
	I. Interpersonal Skills – pertains to the employee's willingness to develop a positive working relationship with fellow employees; to work in team or group situations; to be cooperative, helpful and polite to the public and fellow employees; to project a positive image of the CRA and City through the employee's manner towards others.

	J. Planning and Organization – refers to the employee's effectiveness in organizing work and planning future objectives; in accurately forecasting workloads and resources; in recognizing and reacting to difficulties; in establishing priorities for tasks to be accomplished.
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	L. Self-Expression – refers to the ability to write understandable, factual, precise and complete reports; to express oneself clearly and effectively, both orally and in writing; and to organize and present material well.
	M. Supervisory Relations – refers to the enforcement of fair, timely and effective discipline; consideration of employee feelings; promotion of employee involvement in solving of work problems and implementation of change; actions which inspire employee confidence and enthusiasm and promote good morale.
	N. Judgment – refers to the ability to think logically; to evaluate available choices and to make carefully thought-out practical decisions; pertains to maturity exhibited by the employee in performing all phases of the job.
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	P. Dependability – refers to employee reliability and attention to work, even with little or no supervision; employee's completion of assigned tasks properly and in a timely fashion tends to be indicative of this factor.
	Q. Ability to Learn – refers to the employee's ability to understand and follow instructions and directions; employee's openness to new methods and procedures; acceptance of training and instruction.
	Total Score
	Overall Performance Score -

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "CRA", and JOAN OLIVA, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the CRA desires to employ the services Joan Oliva, hereinafter referred to as ("Employee") as Executive Director of the Lake Worth Community Redevelopment Agency, as provided for in Chapter 163, Part III, Florida Statutes, State of Florida; and

WHEREAS, it is the desire of the CRA, through the Board of Commissioners, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said employee; and

WHEREAS, Employee desires to accept employment as Executive Director of the Lake Worth Community Redevelopment Agency under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

The CRA hereby agrees to employ Joan Oliva as the full-time Executive Director of the Lake Worth Community Redevelopment Agency to perform the functions and duties specified in Chapter 163, Part III, Florida Statutes, relevant applicable ordinances of the City of Lake Worth, Florida, the CRA's policies and by-laws, and to perform the services as described in **Exhibit "A"**, which is attached hereto, and other such legally permissible and proper duties and functions, consistent with the office of the Executive Director, as the Board of Commissioners of the CRA shall from time to

time assign.

Section 2. Term.

A. This Agreement shall become effective upon the execution of the Agreement by the CRA Chair, and shall continue until August 31, 2016, (the "Term") unless terminated by either party pursuant to Section 10. Any previous agreement shall be null and void.

B. Nothing in this Employment Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the CRA and the Board of Commissioners to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 10, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the CRA, subject only to the requirements and provisions set forth in Section 10, of this Employment Agreement.

Section 3. Salary.

The CRA agrees to pay Employee for services rendered commencing September 1, 2013, at an annual salary of One Hundred Twenty Nine Thousand, Fifteen, and 84/100 Dollars (\$129,015.84) payable bi-weekly, at the same time as other employees of the CRA are paid. The Board of Commissioners of the CRA shall engage in an annual performance evaluation and salary and benefit review of said Employee on or about August 1st, of each year during the term of this Agreement for the purpose of recommending compensation and benefit adjustment for the ensuing year. Following the annual performance evaluation, the Employee shall receive a salary adjustment of no less than three percent (3%), or the increase in the most recent twelve-month Consumer Price Index ("CPI") for the Miami-Fort Lauderdale metropolitan statistical area, whichever is greater. In

addition to the salary increase based upon the CPI, the CRA Board of Commissioner shall have the discretion to provide for an additional salary increase based upon the evaluation of the employee's performance.

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A. The CRA shall provide the Employee with a total annual automobile and cell phone allowance in the amount of Four Thousand and 00/100 (\$4,000.00), payable bi-weekly, at the same time as employees of the CRA are paid.

B. The Employee shall be entitled to participate in any retirement plans as provided by the CRA's Employee Benefits Memorandum, as may be amended from time to time.

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The Employee shall be entitled to receive five (5) personal days, twelve (12) sick days, and twenty (20) vacation days to be taken in conformance with the CRA's Employee Benefits Memorandum, as may be amended from time to time.

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Section 7. Legal Holidays.

The CRA will observe and the Employee will be compensated for the legal holidays as described in the CRA's Employee Benefits Memorandum which is attached hereto.

Section 8. Outside Activities and Hours of Work.

The Employee shall not be entitled to engage in any other employment or professional engagements.

Section 9. Professional Development.

A. The CRA agrees to budget and to pay for the professional dues and subscriptions of the Employee reasonably necessary for her continuation and full participation of Employee's membership in the IEDC which is determined by the CRA to be for the good of the CRA.

B. The CRA hereby agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee to attend one national convention (e.g. ULI, APA, ICSC, Historic Trust) and one state convention (e.g. Florida Redevelopment Association).

C. The CRA will reimburse Employee for legitimate expenses incurred for the purpose of promoting redevelopment in the CRA district within the amounts authorized in the budget.

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A. The commission by the Employee of any proven embezzlement of a material amount of funds or other proven deliberate and premeditated act of dishonesty against the financial or business interests of the Employer which adversely affects the Employer;

B. The conviction by the Employee of or the pleading by the Employee of nolo contendere to, a felony;

C. The willful failure or refusal of the Employee to materially perform the duties

specified in and pursuant to Section 1 hereof or to follow the lawful directives of the Board of Commissioners (provided that the lawfulness of such directives is confirmed by general counsel to the Employer), which failure or refusal is not cured within 15 days subsequent to notice from the Employer to the Employee specifying the nature of such failure or refusal; or

D. The breach by the Employee of any material terms of this Agreement, which breach is not cured within 30 days subsequent to notice from the Employer to the Employee specifying such breach.

E. If, for any reason, the CRA is dissolved, the CRA shall provide the Executive Director with no less than thirty (30) days' notice prior to termination, and pay the Executive Director an amount equal to twenty (20) weeks salary as compensation for the loss of the position. The Executive Director shall not be entitled to this payment if employment is terminated for cause, or if the Executive Director resigns the position.

The Employee shall not be entitled to any severance pay, as provided in this Section, in the event this Agreement expires and is not renewed.

Section 11. Indemnification.

The CRA shall provide a legal defense, and indemnification, under the same terms and conditions as provided to other top management employees of the City of Lake Worth, in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City of Lake Worth, Florida.

Section 12. Other Terms and Conditions of Employment.

The CRA Board of Commissioners, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the

performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of the Agreement or any other applicable laws of the City or State of Florida.

Section 13. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Lake Worth Community Redevelopment Agency
c/o David N. Tolces, Esq.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (561) 771-4923

Employee: Joan Oliva
5105 Prairie Dunes Village Circle
Lake Worth, FL 33463

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this Employment Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall

remain in full force and effect.

IN WITNESS WHEREOF, the Lake Worth Community Redevelopment Agency, has caused this Agreement to be signed and executed on its behalf by the CRA Chair, and approved as to form by the Board Attorney, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Attest:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

Secretary

By: _____

Print Name: _____

Title: _____

Approved as to form:

David N. Tolces, Esq.

Date: _____

WITNESSES:

Joan Oliva

Print Name

Date: _____

Print Name



NEWS RELEASE



SOUTHEAST INFORMATION OFFICE
Atlanta, Ga.

For release: Thursday, May 15, 2014

14-858-ATL

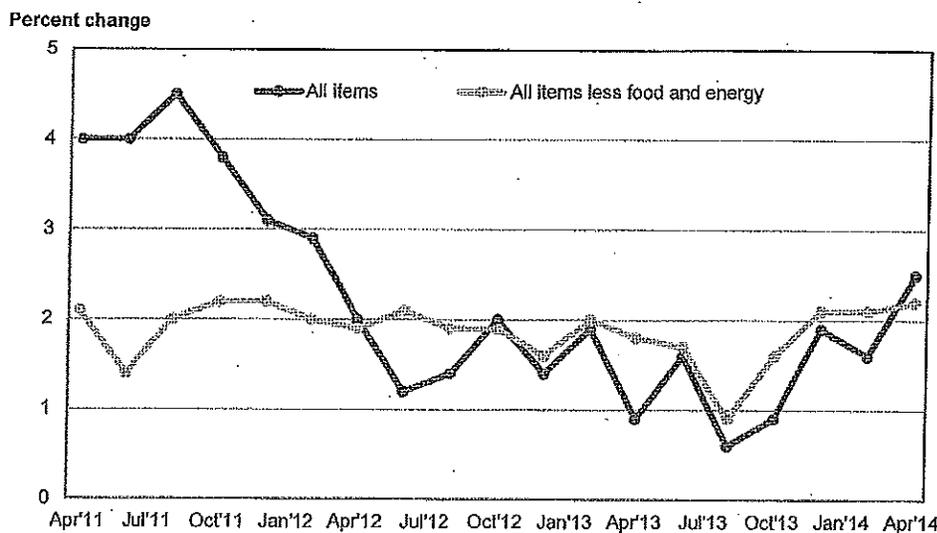
Technical Information: (404) 893-4222 • BLSInfoAtlanta@bls.gov • www.bls.gov/ro4
Media Contact: (404) 893-4220

CONSUMER PRICE INDEX, MIAMI-FORT LAUDERDALE – APRIL 2014
Area prices up 0.7 percent over the two months and 2.5 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami rose 0.7 percent over the two months, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Janet S. Rankin noted that prices advanced for the energy, food, and the all items less food and energy indexes. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the last 12 months, the CPI-U rose 2.5 percent with annual increases registered in several categories, notably shelter, food, and medical care. The index for all items less food and energy rose 2.2 percent over the year. (See chart 1.)

Chart 1. 12-month percent change in CPI for All Urban Consumers (CPI-U), Miami-Fort Lauderdale, April 2011-April 2014



Source: U.S. Bureau of Labor Statistics.