



LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
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MEMORANDUM

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

FROM: Joan C. Oliva, Executive Director

DATE: September 13, 2016

SUBJECT: Executive Director's Annual Review and Contract

EXPLANATION:

The Executive Directors contract was executed July 9, 2013 (Exhibit "A") and was in effect until August 1, 2016. At the August CRA meeting, an evaluation sheet was provided so the Board could score and comment on my performance. In the past, the Board has used these evaluation sheets to help guide discussion and recommend compensation for the ensuing year. At this year's Board meeting, the Board has the opportunity to evaluate my performance and consider extending my contract another (proposed) four years. Attached (Exhibit "B") is a proposed contract for the Board to consider.

I am very proud of the work that this Agency has accomplished over the last eight and a half years I have served as Executive Director. None of the accomplishments listed would have been possible without the support of the Board, both past and present. The CRA Staff, with support from our steadfast attorney, David Tolces, has accomplished an incredible amount of work, resulting on many worthwhile projects and programs. Without their dedication and perseverance, the achievements listed below would not be possible.

Current projects include:

- Redevelopment of land-banked lots on Lake and Lucerne Avenues
- Redevelopment of several residential lots for single-family homes
- Redevelopment of 124-127 N. Dixie
- Development of West Village - A new NSP-2 project containing 8 new live/work units and commercial space
- Several infrastructure projects improvements including the creation of the 5th Avenue Greenway and the development of a new Arts Center on Lucerne Ave
- Development of a CRA and possibly City-wide Wi-Fi project

- Bought, improved and maintained 1000 Lake Ave. – currently working on feasibility study and pro-formas for eventual development
- Developed new residential rehabilitation program in partnership with the City Electric Utility Department
- Continuation of small business loan program, a micro-loan program and a technical assistance program
- A Retail Attraction Program with Retail Strategies
- Development of a Cultural Master Plan in partnership with the Cultural Council of Palm Beach County
- Furthering impacts of the Catalytic Grant program with Community Partners- including the Neighborhood Enhancement Team (NET), community outreach and partnering with
- Development of new/revised incentive programs to attract development
- Development of programs to increase neighborhood stability
- Finalization of way-finding signage designs for City

Day to day operations and administrative duties take up a considerable amount of time, however, over the past several years, we were able to accomplish the following:

- Successfully completed a \$23.2M Neighborhood Stabilization Program (NSP) grant, working with 20 consortium partners. As of August 2015, 165 units were developed. All are occupied. By program end date, delivered or had agreements in place to deliver seventy-six percent (76%) more housing units than the committed number in the Action Plan
- Created and/or saved over 400 of full time equivalent jobs during NSP
- Created, designed and produced 12 live/work units for artists and created a catalyst for future investment west of Dixie Highway
- Wrote successful grant applications and received just over \$30M in funding
- Helped increase values in the District just over 70% in the last five years
- Completed Citywide Way-Finding Design Plan
- Received awards from the following organizations - Florida Redevelopment Association, 1000 Friends of Florida, International Economic Development Council, Sustainable Florida, National League of Cities, the Florida Trust for Historic Preservation and the Department of Housing and Urban Development
- Completed neighborhood lighting project in Royal Poinciana neighborhood
- Helped attract the Armory Arts Center and Benzaiten Center for the Arts to downtown Lake Worth
- Attraction, siting and assistance for a downtown Publix Supermarket
- Designed and implemented LULA, Lake Worth Arts program
- Through the LULA Mural Program, helped create 20+ new murals and downtown banners
- Successfully implemented residential rehabilitation program, façade and tenant improvement programs
- Refinanced and paid off \$8M bond for Gateways
- Received grant funding and constructed Tropical Ridge Fitness Park and the 211 Playground

- Attraction and approval of agreement with the Palm Beach Cultural Council for their downtown headquarter building
- Designed and produced CRA, LULA and NSP websites and manage social media sites including Facebook pages, Twitter, Flickr, Instagram etc.
- Completed City Master Plan, ULDR Presentations, Bicycle Network Plan and EPA Sustainable Communities Building Blocks Plan
- Work with City on annual events, holiday lighting, banners
- Work closely with Neighborhood Enhancement Team on clean-ups and community events including Movies in the Park
- Developed relationships with other agencies, including HUD, elected officials, banks, community organizations and non-profits

RECOMMENDATION:

Staff recommends the Board complete the evaluation sheets, provide feedback to the Executive Director and approve a new employment contract.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on this 9 day of July, 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.

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:



Secretary

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
By: 
Print Name: Gary Sebol
Title: Chair

Approved as to form:

David N. Tolces, Esq.

Date: 7.9.2013

WITNESSES:



MONA C. FEIGENBAUM
Print Name



Joan Oliva



Chris Sabros
Print Name

Date: 7/9/13

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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:

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Facsimile No. (561) 771-4923

Employee: Joan Oliva
29 South J Street
Lake Worth FL 33460

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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
Approved as to form:

By: _____
Cary Sabol, Chair

Date: _____

WITNESSES:

Joan Oliva

Print Name

Date: _____

Print Name