

6. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN EMPLOYMENT AGREEMENT WITH TONY T. BROWN (EMPLOYEE) AS EXECUTIVE DIRECTOR OF THE AGENCY; PROVIDING FOR PAYMENT OF THE LONG TERM INCENTIVE BONUS; PROVIDING AN EFFECTIVE DATE.  
**(ATTACHMENT - #6)**

RESOLUTION NO. 2012-\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN EMPLOYMENT AGREEMENT WITH TONY T. BROWN (EMPLOYEE) AS EXECUTIVE DIRECTOR OF THE AGENCY; PROVIDING FOR PAYMENT OF THE LONG TERM INCENTIVE BONUS; PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the Agency and the Employee entered into an employment agreement with employee as Executive Director dated September 8, 2010 (the original agreement); and

**WHEREAS**, the Agency desires to continue the employment of Tony T. Brown as Executive Director of the Riviera Beach Community Redevelopment Agency; and

**WHEREAS**, the Agency desires to provide for certain benefits and compensation for the Employee and to establish conditions of employment applicable to the Executive Director position.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

SECTION 1. The Agency hereby approves the employment agreement as Executive Director of the Agency with Tony T. Brown attached hereto as Exhibit "A".

SECTION 2. The Agency hereby authorizes the payment of the Long Term Incentive Bonus as provided in the Original Agreement upon renewal of the Executive Director Agreement.

SECTION 3. This resolution shall be effective immediately upon its adoption.

[Signatures on following page]

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of May, 2012.

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

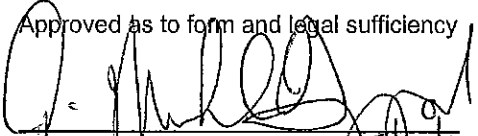
**ATTEST:**

By: \_\_\_\_\_  
Name: **BILLIE E. BROOKS**  
Title: Chairperson

\_\_\_\_\_  
Executive Director

MOTION BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

- B. BROOKS \_\_\_\_\_
- D. PARDO \_\_\_\_\_
- C. THOMAS \_\_\_\_\_
- S. LOWE \_\_\_\_\_
- J. DAVIS \_\_\_\_\_

Approved as to form and legal sufficiency  
  
\_\_\_\_\_  
J. Michael Haygood      Date 5/19/2012  
Haygood & Harris LLC  
General Counsel to CRA

**EMPLOYMENT AGREEMENT  
FOR  
EXECUTIVE DIRECTOR  
CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT is made as of the \_\_\_\_ day of September, 2012, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida 33404 (the "Agency") and TONY T. BROWN (the "Employee"), whose address is 2650 Lakeshore Drive, Riviera Beach, Florida 33404.

WHEREAS, the Agency and the Employee entered into an employment agreement with employee as Executive Director dated September 8, 2010; and

WHEREAS, the Agency desires to continue the employment of Tony Brown as Executive Director of the Riviera Beach Community Redevelopment Agency; and

WHEREAS, the Agency desires to provide for certain benefits and compensation for the Employee and to establish conditions of employment applicable to the Executive Director position; and

WHEREAS, the Employee desires to accept the continued employment as Executive Director of the Riviera Beach Community Redevelopment Agency pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the following covenants and promises, and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Agency and the Employee agree as follows:

**I. EMPLOYMENT TERM, COMPENSATION AND BENEFITS,  
AGREEMENT SUBJECT TO FUNDING**

A. The Agency agrees to employ the Employee as its Executive Director, and the Employee agrees to accept such employment, upon the terms and conditions herein set forth.

1. Employment Term

a. The term of this Agreement shall be for the period commencing September 15, 2012 and ending September 14, 2014, unless terminated sooner pursuant to terms provided herein. Notwithstanding the foregoing, the Board of Commissioners for the Agency must provide the Employee with no less than 120 days written notice of its intent to renew. Provided, however, the Employee must first give the Board of Commissioners 30 days notice of its obligation to provide him with such notification. Failure of the Board to give notice of its intent to renew by the 120th day of the termination of this Agreement shall give the Employee the option to consider this Agreement to be terminated without cause and trigger the provisions Section V(C) herein. All written notices to the Employee shall go to the address stated above.

b. The Employee shall be entitled to vacation leave, sick leave, holiday leave and personal time privileges. Vacation leave shall be limited to 30 days; sick and or personal leave shall be limited to 15 days each year of the Agreement and may roll over and accumulate each year if unused. Holiday leave shall be limited to those days observed by the Agency. The Agency expects and the Employee agrees that as a salaried Executive Director, the employee is expected to work a reasonable amount of overtime without accruing compensatory time.

c. The Employee is expected to be available during regular business hours. Additionally, certain duties of the Executive Director shall require early morning, evening or weekend meetings and events. The Employee will be required to attend regular and special meetings of the Board of Commissioners or any other meetings required by the Chair, with reasonable advance notice.

2. Compensation and Benefits

The base salary ("Base Salary") shall be One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00), equating to approximately \$6,730.77 bi-weekly. The Base Salary and/or other benefits of Employee, shall be subject to review and may be increased (but may not be decreased) adjustment at any time and from time to time, in the Board of Commissioners sole discretion. The Employee's annual base salary may increase by 5% to \$183,750.00, effective upon a satisfactory completion of a one year evaluation, said evaluation shall be completed by the Board of Commissioners. The criteria used to evaluate performance shall be based planned performance in the attached Exhibit A. An adjustment to such amount of Base Salary and/or benefits, if any, shall not be deemed a

modification, amendment or waiver of any other provisions of this Agreement, so long as it is done in compliance with this paragraph.

a. Employee shall be entitled to vacation leave, sick leave, holiday leave and personal time, as set forth above, with pay.

b. The Agency agrees to provide Employee with (i) a term life insurance in the benefit amount of \$300,000.00, (ii) a funded retirement plan in the sum 6% of the Base Salary, (iii) a long term disability insurance policy, (iv) and long term care insurance.

c. Employee desires to maintain his own health insurance plan. Therefore, the Agency will pay the Employee a monthly health insurance allowance equal to the amount the Agency would have paid had the Employee elected to participate in the health insurance plan offered to employees of the City of Riviera Beach ("City") for family coverage, adjusted per City policy.

d. The Agency shall carry Workmen's Compensation and Disability Insurance for the benefit of the Employee. Insurance coverage may change from time to time, as determined by the Agency.

e. The Agency agrees to pay professional dues and subscriptions on behalf of the Employee for membership in the Florida Redevelopment Agency (FRA), the New Markets Tax Credit Coalition, and others as are approved in the Agency's annual budget (on a line item basis) or as authorized separately by the Board of Commissioners of the Agency.

f. To the extent provided for and approved in the Agency's budget, the Agency agrees to pay reasonable and customary travel and subsistence expenses for the Employee's travel to and attendance at the Florida Redevelopment Agency (FRA) annual conference, New Markets Tax Credit Meetings of the Board and Executive Committee, Community Reinvestment Fund Meetings of the Board, International Economic Development Council annual conference and such other national, regional, state and local groups and committees thereof which the Employee serves as a member or director. The Agency may chose to pay for the Employee's attendance at other seminars, conference, and committee meetings as it deems appropriate and approved by the Board of Commissioners.

g. The Employee, as a salaried Executive Director, shall be exempt from the provisions of the Fair Labor Standards Act.

3. Agreement Subject to Funding. This Agreement is expressly conditioned upon the availability of funds lawfully and annually appropriated and available for the purposes set forth herein as determined in the sole discretion of the Board of Commissioners of the Agency. In the event funds to finance this Agreement become unavailable, the Agency may terminate this Agreement upon thirty (30) days written notice to the Employee subject to the terms and conditions in Section V(C) below. The Board of Commissioners of the Agency shall be the sole and final authority as to the availability of funds.

## II. DUTIES

A. The services to be rendered by the Employee during the term of this Agreement shall be the normal duties of a person employed as an Executive Director for a Florida public community redevelopment agency, subject at all times to the direction and control of the Agency's Board of Commissioners. Without limiting the generality of the foregoing, Employee shall perform the duties outlined in the job description attached hereto as Exhibit "A", as maybe amended from time to time by the Agency's Board of Commissioners. The Employee shall devote appropriate business hours, skill and energy to the welfare and business of the Agency and shall use Employee's best efforts in the performance of services for the Agency. The Employee acknowledges and agrees that all services to be performed pursuant to this Agreement shall conform to all policies and procedures adopted or which may be adopted from time to time by the Board of Commissioners with respect to the operation of the Agency.

B. The Agency recognizes the desirability of representation in and before local civic and other organizations, and encourages the Employee to participate in these organizations to foster a continuing awareness of the Agency's activities as well as the community's attitudes and ideas regarding its mission.

C. The expenditure of reasonable time, outside established business hours, for personal or outside business, charitable and professional activities shall not constitute a breach of this Agreement, if such activities do not materially interfere with the performance of Employee's duties and obligations as determined by the Agency; provided, however, that in no event shall the Employee engage in personal or outside business without prior approval of the Board of Commissioners. The parties acknowledge that the Employee has existing business relationships as of the effective date of this Agreement as follows:

1. T. Brown Consulting Group, LLC. The Employee has disclosed and the Board of Commissioners acknowledges that the T. Brown Consulting Group, LLC (TBCG) is a company owned and controlled by the Employee and his spouse. TBCG was organized to design and manage private equity products using the New Markets Tax Credit Program ("NMTCs") to help communities, businesses, governments and lenders devise capital solutions for community development, real estate and small business initiatives across the country. During the term of Employment, TBCG will remain an operating entity; provided, however, the Employee shall not be involved in the day-to-day management or operation of TBCG, during established business hours.

#### IV. WORKING FACILITIES AND EXPENSES.

A. The Agency will furnish Employee with facilities suitable for the performance of Employee's duties and obligations under this Agreement. The Agency will pay Employee a \$600 monthly car allowance to meet his obligations under this Agreement and the Employee shall maintain and insure said vehicle. The Employee shall not seek, and is not entitled to reimbursement for vehicular travel within Palm Beach County. The Agency agrees to reimburse the Employee for travel outside of Palm Beach County pursuant to the Agency's reimbursement policy for travel.

B. Employee shall be entitled to reimbursement by the Agency for ordinary and necessary expenses incurred by Employee in the performance of Employee's duties. Employee shall be entitled to reimbursement for such expenses only if employee furnishes the Agency with adequate records and documentary evidence substantiating the business purpose of such expenditures.

#### V. TERMINATION.

A. This Agreement may be terminated at any time by Employee upon thirty (30) days' written notice to the Agency's Board of Commissioners, unless the parties otherwise agree in writing. In the event of termination by Employee's resignation, the Agency shall be obligated only to pay Employee's compensation, if any, earned up to the last date of employment and unused vacation leave.

B. This Agreement may be immediately terminated by the Agency's Board of Commissioners for cause at any time during the term of this



Agreement. For the purposes of this Agreement, the Agency shall have "Cause" to terminate employment hereunder only (i) if termination shall have been the result of an act or acts of dishonesty by the Employee constituting a felony and resulting or intended to result directly or indirectly in substantial gain or personal enrichment at the expense of the Agency; or (ii) upon the willful and continued failure by the Employee substantially to perform his duties with the Agency (other than any such failure resulting from incapacity due to mental or physical illness) after a demand in writing for substantial performance is delivered by the Board of Commissioners, which demand specifically identifies the manner in which the Board of Commissioners believes that the Employee has not substantially performed his duties, and such failure results in demonstrably material injury to the Agency. The Employee's employment shall in no event be considered to have been terminated by the Agency for Cause if such termination took place as the result of (i) any act or omission without intent of gaining therefrom directly or indirectly a profit to which the Employee was not legally entitled, or (ii) any act or omission believed in good faith to have been in or not opposed to the interest of the Agency, or (iii) any act or omission in respect of which a determination be made that the Employee met the applicable standard of conduct prescribed for indemnification or reimbursement or payment of expenses under the Code of Regulations of the Agency or the laws of the State of Florida, in each case as in effect at the time of such act or omission. The Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than three members of the Board of Commissioners at a meeting of the Board called and held for the purpose (after reasonable notice to the Employee and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board of Commissioners the Employee was guilty of conduct set forth above in clauses (i) or (ii) of the second sentence of this paragraph and specifying the particulars thereof in detail.

1. If the Employee's employment shall be terminated for Cause, the Agency shall pay the Employee his full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and any unused vacation, sick and personal leave; and the Agency shall have no further obligations to the Employee under this Agreement.

C. This agreement may be terminated without cause at any time by the Board of Commissioners of the Agency upon thirty days written notice to the Employee together with, during the period from the effective date of this Agreement through the 18<sup>th</sup> month anniversary of this Agreement, severance in an amount equal to 20 weeks of salary and (ii) during the remaining months in the term of this Agreement, the Base Salary equal to the

remaining months of this Agreement. The Agency will continue a funded retirement plan in the sum 6% of the Base Salary through Severance Period. In addition, the Agency shall be obligated to pay the following:

1. Employee compensation, if any, earned up to the last date of employment and unused vacation, sick and personal leave.

2. The monthly health insurance allowance over the Severance Period; including long term disability and long term care insurance.

VI. DEATH OR INCAPACITY. In the event of death, this Agreement and Employee's employment hereunder shall terminate immediately upon such death. The Agency shall pay to Employee or Employee's estate the amount of compensation, if any, owed to employee for work completed until the day of such death, and any unused vacation, sick and personal leave.

A. In the event of a long term illness or incapacitation, the Employee may take a leave of absence and the Agency shall comply with the Family Leave Act and applicable Florida law regarding same. The Agency will continue to pay Long Term Care insurance as may be required.

VII. EMPLOYEE'S REPRESENTATION. Employee represents and warrants that he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and the execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity.

VIII. EXCLUSIVE SERVICES. The parties agree that the Agency may hire or use other employees, consultants or volunteers (all termed "Individuals") it deems necessary to carry out any work of the Agency. The Employee is the chief executive officer of the Agency and all such Individuals providing services shall report to the Employee. The Agency and the Employee agree that the Agency will clearly define the working relationship between such Individuals providing services prior to utilizing the services of such Individuals. In the event the Agency's Board of Commissioners hires any such Individuals not reporting to the Employee, then the Employee, at his sole discretion, may evoke "Termination without Cause," and tender his resignation. Section V(C) shall govern the terms of this resignation.

A. The Agency's Board of Commissioners acknowledges the Employee's unique experience in the New Markets Tax Credit ("NMTC") Program and have been advised of a seven (7) year compliance period which exceeds the term of this Agreement. The Agency and the Employee may enter

into a separate agreement to oversee any private equity or loan fund established using the NMTC Program for the benefit of the Agency, at terms and conditions based on the sole and absolute approval of the Board of Commissioners, if applicable.

IX. AUTHORITY

A. The Agency's Board of Commissioners shall direct, control and supervise Employee's duties and obligations to the Agency in a manner consistent with an employer/employee relationship. The Agency's Board of Commissioners agrees to provide clear, consistent reasonable direction to the Employee.

B. The Agency's Board of Commissioners shall schedule annual performance reviews during the term of this Agreement; provided, however, failure to perform performance reviews shall not be considered a breach of this contract or waiver of any right of the Agency to terminate this Agreement.

X. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties.

XI. AMEMDMENTS. This agreement may only be amended by a written document signed by the Agency and the Employee and making specific reference to this Agreement.

XII. SEVERABILITY. No provision of this Agreement shall be affected by the invalidity of any other provision of this Agreement.

XIII. BINDING EFFECT. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the agency and Employee and their respective administrators, executors legal representatives, heirs, successors and permitted assigns.

XIV. GOVERNING LAW. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

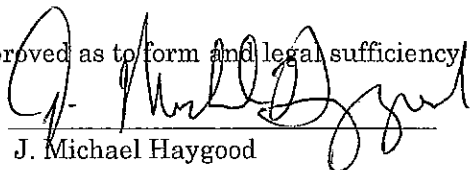
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ATTEST:

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_

By: \_\_\_\_\_  
Billie E. Brooks, Chair

Approved as to form and legal sufficiency  
By:  \_\_\_\_\_  
J. Michael Haygood  
General Counsel to CRA

Witnesses:

By: \_\_\_\_\_  
Tony T. Brown

\_\_\_\_\_

\_\_\_\_\_

**\*EXHIBIT A WILL BE PROVIDED  
UNDER SEPARATE COVER**