

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on May 27, 2014, the Vice Mayor as Acting Mayor and Council of the City of North Miami ("City"), appointed Aleem Ghany, PE as the City Manager for the City of North Miami; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council find that the Employment Agreement ("Agreement") is reasonable, fair and equitable, and therefore desire to execute the Agreement with the City Manager, in substantially the attached form.

NOW THEREFORE, BE IT DULY RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization to Approve Employment Agreement. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of an Employment Agreement, attached hereto as Exhibit "A" with the City manager.

Section 2. Authorization of City Attorney. The City Attorney is hereby authorized to do all things necessary to effectuate the terms of the Employment Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this ____ day of June, 2014.

PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime
Councilperson Scott Galvin
Councilperson Carol Keys, Esq.
Councilperson Marie Erlande Steril

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

**EMPLOYMENT CONTRACT
BETWEEN
THE CITY OF NORTH MIAMI, FLORIDA
AND ALEEM A. GHANY**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on June _____, 2014 (the "Effective Date"), between the CITY OF NORTH MIAMI, a municipal corporation ("CITY"), and Aleem A. Ghany, PE ("CITY MANAGER").

RECITALS

THE CITY COUNCIL OF THE CITY OF NORTH MIAMI ("COUNCIL" OR "CITY"), desires to employ Aleem A. Ghany as the CITY MANAGER of the CITY, and Aleem A. Ghany ("CITY MANAGER"), desires to accept such employment under the terms and conditions hereinafter set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment of the CITY MANAGER**

Pursuant to Sections 17 and 20 of the City Charter, the COUNCIL of the CITY OF NORTH MIAMI, appoints Aleem A. Ghany as the CITY MANAGER effective May 27, 2014, (the "Appointment Date").

2. **Duties**

The CITY MANAGER shall perform the functions and duties as set forth in Section 21 of the CITY Charter, ordinances, regulations, rules, policies and standards, and to perform other associated and legally required duties and functions as the COUNCIL shall direct from time to time. The CITY MANAGER agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of his ability. The CITY MANAGER shall perform such duties on an exclusive and full-time basis for the CITY, and shall not engage in any outside employment for compensation without COUNCIL approval.

3. **Term**

The term of this Contract shall be for three (3) years, commencing on May 27, 2014, (the "Term Date"), and ending on May 26, 2017, unless automatically renewed by the COUNCIL, subject to a 5% increase in annual base salary with a pension increase from 15% to 20%; cellular allowance increase from \$150.00

to \$200.00 per month; and monthly expense allowance increased from \$800 to \$900 per month.

4. **Termination**

In accordance Section 18, the COUNCIL shall appoint the CITY MANAGER and may remove him by a majority vote of its members. At least ninety (90) days before such removal shall become effective, the council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his removal. The CITY MANAGER may reply in writing and may request a public hearing, which shall be held not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the council by majority vote of its members may adopt a final resolution of removal.

Severance

5. In the event the COUNCIL terminates the services of the CITY MANAGER without cause and within the first thirty-six (36) months from the effective date of the Agreement, then the City Manager shall be entitled to twelve (12) months of his then current salary, unless otherwise provided for in Section 215.425, F.S, as amended.

6. **Annual Base Salary**

The CITY MANAGER shall be paid at a rate set forth in the Classification and Pay Plan of the CITY, as may be amended from time to time, payable in weekly installments on the same dates as other employees of the CITY are paid. The initial rate shall be Two Hundred and Nine Thousand Dollars and 00/100 (\$209,000.00) per year commencing on May 27, 2014, (the "Start Date").

7. **Pension**

Unless and until the Section 15-80 of the City Code is amended to allow for the CITY MANAGER to be a participant in the City of North Miami's Deferred Benefit Pension Plan, also known as the Clair T. Singerman Employees' Retirement System (Ord No. 691), the City shall contribute the amount of fifteen percent (15%) of the CITY MANAGER'S current salary into an ICMA account, payable weekly.

8. **Automobile and Communication Equipment Allowance**

The CITY MANAGER shall receive a permanent city vehicle in accordance with City Code and Regulations including but not limited to Administrative

Regulation No. 1-33. The CITY MANAGER shall not receive an automobile allowance. The CITY MANAGER shall receive a cellular allowance of \$150.00 per month.

9. **General Expenses**

The COUNCIL recognizes that certain expenses of a non-personal nature are incurred by the CITY MANAGER and agrees to provide a monthly expense allowance of Eight Hundred Dollars and 00/100 (\$800.00).

10. **Health Dental and Life Insurance**

The COUNCIL agrees to provide health, dental and life insurance for the CITY MANAGER and her family on the same basis as provided to other unclassified Administrative Staff of the CITY.

11. **Disability Insurance**

The COUNCIL agrees to provide disability insurance for the CITY MANAGER at the benefit level provided to other unclassified Administrative Staff of the CITY.

12. **Sick, Annual and Holiday Leave**

The CITY MANAGER shall accrue sick, annual and holiday leave at the same frequency as other unclassified personnel of the CITY, but without accrual caps or other limitations. The CITY MANAGER shall, upon resignation or termination receive the cash value of unused accrued annual leave and unused accrued sick leave pursuant to general law up to 100% of current value, including any and all pension and/or ICMA benefits.

13. **Dues and Subscriptions**

The COUNCIL agrees to pay the reasonable and customary professional dues and subscriptions of the CITY MANAGER necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual CITY budget.

14. **Professional Development**

The COUNCIL agrees to pay the reasonable and customary travel and subsistence expenses for the CITY MANAGER'S travel and attendance at the ICMA annual conference, FCCMA annual conference and the National and Florida League of Cities' annual conferences and other reasonably necessary seminars, conferences and committee meetings customary to the position of

CITY MANAGER, as shall be approved in the annual CITY budget.

15. **Indemnification**

The CITY shall defend, hold harmless and indemnify the CITY MANAGER against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the CITY MANAGER'S duties. The CITY will litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered including attorney's fees and legal costs incurred as a result of such action. The CITY, or its insurance carrier, will provide legal representation for the CITY MANAGER acceptable to the CITY MANAGER, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the CITY MANAGER'S affiliation with the CITY. Nothing, however, is intended to provide indemnification for any act of the CITY MANAGER which is held by a court of competent jurisdiction to constitute a crime under the laws of the State of Florida or the United States. This indemnification shall survive the termination of this Agreement.

16. **General Provisions**

- (A) The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understandings contained herein shall be binding upon the CITY and the CITY MANAGER. No other representations or understandings are binding on the CITY and the CITY MANAGER unless contained in this or a subsequently adopted Agreement.
- (B) Upon the CITY MANAGER'S death, the CITY'S obligations shall terminate except for:
- i. Payment of accrued leave balances in accordance with Section 12 above;
 - ii. Payment of all outstanding hospitalization, medical and dental bills in accordance with the CITY'S insurance policies and contracts for the CITY MANAGER;
 - iii. Payment of all life insurance and disability benefits;
 - iv. Provision of such other benefits the CITY has with respect to its unclassified employees generally.
- (C) No alteration, modifications or amendments to the terms of this Agreement shall be effective unless contained in writing and executed by the CITY and the CITY MANAGER.
- (D) The CITY and the CITY MANAGER each waive the privilege of

jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate state court, in and for Miami-Dade County, Florida.

17. Severability

Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole, or any part, other than the part declared to be invalid.

18. Effective Date of Agreement

This Agreement shall become effective on the Effective Date.

19. Construction

Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

20. Waiver

No express or implied consent or waiver by a party to or of any breach by the other party in the performance by such other party of its obligations under this Agreement will be deemed or constructed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act or the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

21. Notices

Unless otherwise provided herein, all notice or other communications hereunder shall be in writing and shall be deemed to have been received (i) when delivered personally by hand to the recipients or when transmitted by facsimile to the recipient (with telephonic confirmation by the sender to the recipient), (ii) one business day after mailing by over-night courier, or (iii) three days after mailing by United States registered or certified first class mail (postage prepaid).

22. Representations and Warranties

(A) No prior obligations. The CITY MANAGER represents and warrants to the CITY that he is free to accept employment with CITY as contemplated herein, and he has no other prior obligations or commitments of any kind, written or oral, to any person or entity which would in any way interfere with her acceptance, or the full performances of her obligations and responsibilities, or the exercise of her best efforts and judgment to her employment hereunder.

(B) Ability. The CITY MANAGER represents and warrants to CITY that he is fully qualified and possesses the requisite skills and experience to perform her duties as set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the CITY and the CITY MANAGER have caused this Agreement to be executed as of the day and year first above written.

COUNCIL/CITY:

CITY OF NORTH MIAMI,
a Florida municipal corporation

By: _____
Philippe Bien-Aime, Vice-Mayor as Acting Mayor

Attest:

By: _____
Michael Etienne, City Clerk

Approved as to form and legal sufficiency:

By: _____
Regine Monestime, Esq.
City Attorney

CITY MANAGER:

By: _____
Aleem A. Ghany