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

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on July 22ND, 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. **Termination**

   In accordance with Section 18 of the City Charter, the City Council may remove the CITY MANAGER by a majority vote of its members. At least thirty (30) 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 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. By the preliminary

resolution the council may suspend the manager from duty, but shall in any case cause to be paid him forthwith any unpaid balance of his salary and his salary for the next three (3) calendar months following the adoption of the preliminary resolution.

4. **Severance Terms and Conditions**

The CITY MANAGER and City Council agree that Section 215.425, Florida Statute, as amended and Section 18 of the City Charter shall govern the terms and conditions of severance.

5. **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").

6. **Pension**

Section 15-80 of the City Code, was amended to allow for the CITY MANAGER to remain 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), pursuant to Ordinance No. 1375, passed and adopted by the Vice Mayor and City Council on July 8, 2014, attached hereto as "Exhibit A."

7. **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.

8. **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).

9. **Health Dental and Life Insurance**

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

10. **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.

11. **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, including any and all pension and/or ICMA benefits.

12. **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.

13. **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.

14. **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. 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.

15. **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.

16. **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.

17. **Effective Date of Agreement**

This Agreement shall become effective on the Effective Date.

18. **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.

19. **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.

20. **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).

21. **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 his acceptance, or the full performances of his obligations and responsibilities, or the exercise of his best efforts and judgment to his 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 his duties as set forth herein.

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

ORDINANCE NO. 1375

AN ORDINANCE OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AMENDING CHAPTER 15 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, ENTITLED "PENSIONS AND RETIREMENT", UNDER ARTICLE III ENTITLED "CLAIR T. SINGERMAN EMPLOYEES RETIREMENT SYSTEM; ORD. NO. 691", SPECIFICALLY AT DIVISION 4, SECTION 15-80 ENTITLED "ELIGIBILITY GENERALLY", TO ALLOW THE CITY MANAGER TO JOIN (OR TO REMAIN IN) THE CLAIR T. SINGERMAN EMPLOYEES RETIREMENT SYSTEM, AT THE OPTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on May 27, 2014, the Vice Mayor as Acting Mayor and City Council of the City of North Miami ("City"), appointed Mr. Aleem A. Ghany, PE, as the City Manager ("City Manager") during a duly noticed public meeting; and

WHEREAS, on June 10, 2014, the Vice Mayor as Acting Mayor and City Council, authorized with conditions, the execution of an employment agreement between the City and City Manager for the appointed position, effective May 27, 2014; and

WHEREAS, prior to his official appointment, the City Manager was an eligible member and contributor of the Clair T. Singerman Employees Retirement System; Ord. No. 691 ("Pension Plan"), for a consecutive period of nineteen (19) years; and

WHEREAS, the City Manager has respectfully requested to remain in the Pension Plan as he faithfully continues to serve the City in his new official capacity; and

WHEREAS, the additional cost to be incurred by the City keeping the City Manager in the Pension Plan as opposed to contributing to a defined contribution retirement plan (such as a 457(b) plan under the Federal Employee Retirement Income Security Act), is expected to be immaterial; and

WHEREAS, the Board of Trustees of Retirement System of the City, after a duly noticed public meeting held on June 24, 2014, reviewed the proposed request and recommended approval, to the Vice Mayor as Acting Mayor and City Council; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council of the City of North Miami desire to preserve the City Manager's membership in the Pension Plan, and therefore find the proposed amendment to Section 15-80, is in the best interest of the City.

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

Section 1. Amendment to Chapter 15 Code of Ordinances. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby amend Chapter 15 of the City of North Miami Code of Ordinances, entitled "Pensions and Retirement", under Article III entitled "Clair T. Singerman Employees Retirement System; Ord. No. 691", specifically at Division 4, Section 15-80 entitled "Eligibility Generally", to allow the City Manager to join (or to remain in) the Clair T. Singerman Employees Retirement System, at the option of the City Manager, as follows:

CHAPTER 15 – PENSIONS AND RETIREMENT

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ARTICLE III. CLAIR T. SINGERMAN EMPLOYEES RETIREMENT SYSTEM; ORD. NO. 691

DIVISION 4. ELIGIBILITY AND MEMBER CONTRIBUTIONS

Sec. 15-80. Eligibility Generally.

(a) All general employees shall be eligible for membership and shall become members of the system immediately upon being employed on a full-time permanent basis pursuant to the city's administrative rules and regulations. The city attorney ~~and the city manager~~ shall not be ~~members~~ a member of any retirement system. Membership of the city manager shall be optional upon the appointment of the position by the mayor and city council, provided he or she has been a city employee and plan member for at least ten (10) years. Upon such appointment, the city manager may elect to stay in the plan, or if not already a member, elect to join the membership of the plan with all rights, benefits, obligations and duties of the plan that are in effect at the date of election. General employees, sworn police personnel and firefighters who were members of this plan on or before April 3, 1994, shall remain members of this plan. Effective April 3, 1994, all general employees who are members of Pension Ordinance 748 on that date, shall become members under Pension Ordinance 691; and credited service for these members under Pension Ordinance 748 shall be credited service under Pension Ordinance 691.

Any general employee who accepts an appointment as a police officer after April 3, 1994, shall be transferred to the Pension Ordinance 748 Pension Plan, said transfer to be effective on the

date of the appointment as a sworn police officer. All members previously retired and currently drawing monthly retirement benefits and who have not taken such benefits in a lump sum, shall be eligible for the increased benefits provided pursuant to this article, retroactively only to the effective date of this article, provided they have had at least fourteen (14) years of service with the city. The following shall not be eligible:

(1) Medical directors;

(2) Contractual employees;

(3) Appointed board members;

(4) Sworn police personnel and police administrators who are members of Pension Ordinance 748 Pension Plan.

(b) The deputy or assistant city managers, and the deputy or assistant city attorneys employed on [insert the effective date of this Ordinance] shall have thirty (30) days from [insert the effective date of this Ordinance] to submit his or her written election to become a member of the plan to the board. Any person appointed or promoted to the position of deputy city manager, assistant city manager, deputy city attorney, or assistant city attorney on or after [insert the effective date of this Ordinance] shall have thirty (30) days from the date of such appointment or promotion to submit his or her written election to become a member of the plan to the board. Elections made pursuant to this paragraph are irrevocable. Any person electing to join the plan pursuant to this paragraph may elect to receive membership service credit for prior service with the city. Such prior membership service credit shall be at no cost to the plan and shall be paid within six (6) months of the employee's election to become a member of the plan. Any employee covered by this paragraph who has been making contributions to the plan pursuant to section 15-81 shall be deemed to be a member of the plan from the date the employee began making contributions to the plan.

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Section 2. **Conflicts.** All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. **Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Codification.** The provisions of this Ordinance may become and be made a part of the Code of Ordinances of the City of North Miami, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading, and shall be made retroactive to May 27, 2014.

PASSED AND ADOPTED by a 3 - 1 vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, on first reading this 24th day of June, 2014.

PASSED AND ADOPTED by a 4-0 vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, on second reading this 8th day of July, 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: Galvin

Seconded by: Bien-Aime

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime	x (Yes)	_____ (No)
Councilperson Scott Galvin	x (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	_____ (No)
Councilperson Marie Erlande Steril	x (Yes)	_____ (No)

Additions shown by underlining. Deletions shown by ~~overstriking~~.