EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF NORTH MIAMI, FLORIDA
AND
LARRY M. SPRING, JR

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on March ____, 2016 (the "Effective Date"), between the CITY OF NORTH MIAMI, a municipal corporation ("CITY"), and Larry M. Spring, Jr. ("CITY MANAGER").

RECITALS

THE CITY COUNCIL OF THE CITY OF NORTH MIAMI ("COUNCIL" OR "CITY"), desires to employ Larry M. Spring, Jr. as the CITY MANAGER of the CITY, and Larry M. Spring, Jr. ("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 Larry M. Spring, Jr. as the CITY MANAGER effective March 23, 2016, (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. By April 15, 2016, the CITY MANAGER agrees to disclose all outside employment. Thereafter, the CITY MANAGER shall not engage in any other outside employment for compensation without disclosure to COUNCIL. The CITY MANAGER acknowledges that any outside employment shall not detract, limit, be in conflict, or interfere with the performance of functions and duties described above, which are considered to be duties employed on a full-time basis for the CITY.

3. Term

The term of this Contract shall be for two (2) years, commencing on March 23, 2016 (the "Term"), and ending on March 22, 2018, subject to annual increase in base salary, consistent with that of other senior administrative staff. Thereafter, this Contract may be renewed upon mutual agreement of the parties, on or before March 23, of each year, (the "Anniversary Date"), for successive one year terms, under the same terms and conditions as set forth herein.

4. Termination

In accordance with Section 18, the COUNCIL shall appoint the CITY MANAGER and may remove him 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 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. CITY MANAGER could be placed on administrative leave with pay during this process.

5. Severance

In the event the COUNCIL terminates the services of the CITY MANAGER without cause, then the City Manager shall be entitled to twenty (20) weeks 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 Thousand Dollars and 00/100 ($200,000.00) per year commencing on March 23, 2016 (the "Start Date"), for a total annual base salary of Two hundred Thousand Dollars and 00/100 ($200,000.00).

7. Retirement Plan

The City shall contribute the amount of ten (10) percent 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 vehicle allowance of Seven Hundred Fifty Dollars and 00/100 ($750.00) per month, and a cellular allowance of Two Hundred Dollars and 00/100 ($200.00) per month, payable on a monthly basis. The CITY MANAGER shall be responsible for all applicable taxes incurred for said allowances.

9. General Expense Allowance

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). The CITY MANAGER shall be responsible for all applicable taxes incurred for said allowance.

10. Health Dental and Life Insurance

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

11. Disability Insurance

The CITY 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, vacation and holiday leave at the same frequency as other unclassified personnel of the CITY. 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. CITY shall process payment within 30 days of official last day of employment.

13. Dues and Subscriptions

The CITY 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 CITY agrees to pay the reasonable and customary travel and subsistence expenses for the CITY MANAGER's travel and attendance at the ICMA annual conference, GFOA, FCCMA annual conference 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

Subject to the limitations under Section 768.28, Florida Statutes (2015), 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. Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest. 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; and

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 March 23, 2016 (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 (3) 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 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.

23. Ethical Commitments

The CITY MANAGER shall not endorse candidates, make financial contributions, sign or circulated petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the CITY, nor seek or accept any persona enrichment or profit derived from confidential information, or holding office, or misuse of public time. The CITY shall support the CITY MANAGER in keeping these commitments by refraining from any order, direction or request that would require the CITY MANAGER to undertake any of the aforementioned activities. Specifically, neither the CITY COUNCIL nor any individual member thereof shall request the CITY MANAGER to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activities for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The CITY MANAGER voluntarily agrees to this and shall not cause provision to formulate any claim against the CITY whatsoever. The CITY MANAGER acknowledges the above is in no way a restriction of his freedom of speech, and if so claimed is deemed immediately invalid.

[SIGNATURE PAGE TO 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: _____
Dr. Smith Joseph, Mayor

Attest:

BY: _____
Michael A. Etienne, Esq.

Approved as to form and legal sufficiency:

BY: _____
Roland C. Galdos, Esq.
Interim City Attorney

CITY MANAGER:

BY: _____
Larry M. Spring, Jr.