

**EMPLOYMENT AGREEMENT
BETWEEN THE
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
AND
CORNELIUS SHIVER**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of July 12, 2022 (the "Effective Date") between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA") and **CORNELIUS SHIVER** ("Executive Director").

RECITALS

1. The NMCRA desires to employ Cornelius Shiver as the Executive Director of the NMCRA, as provided for in the Amended and Restated By-Laws of the NMCRA (the "By-Laws"),
2. The NMCRA, through its Board of Commissioners (the "Board"), desires to provide for certain benefits and compensation for the Executive Director and to establish conditions of employment applicable to the Executive Director.
3. Cornelius Shiver desires to accept employment as the Executive Director pursuant to the terms and conditions of this Agreement 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 Executive Director.** Pursuant to Section 2.4 of the Amended and Restated By-Laws of the NMCRA (the "By-Laws"), the Board hereby appoints Cornelius Shiver as the Executive Director effective July 12, 2022 (the "Appointment Date").
2. **Duties.** The Executive Director shall be the Chief Executive Officer of the NMCRA and perform the functions and duties as set forth in Section 2.4 of the By-Laws and other associated and legally required duties and functions as the Board shall direct from time to time. The Executive Director agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of his ability. By July 15, 2022, the Executive Director agrees to disclose all outside employment. Thereafter, the Executive Director shall not engage in any other outside employment for compensation without disclosure to Board. The Executive Director 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 NMCRA.
3. **Term.** The initial term of this Agreement shall be for two (2) years, commencing on the Appointment Date and ending on July 12, 2024 (the "Initial Term"), subject to annual increase in base salary. Thereafter, the Initial Term of this Agreement may be renewed upon the mutual agreement of the parties, on or before July 12, 2024, for successive one year or multiple year extensions (each, an "Extension Term") under the same terms and conditions as set forth

herein or such other terms and conditions as agreed upon by the parties and approved by the Board. The Initial Term and any Extension Term(s) are hereinafter referred to as the "Term."

4. Termination.

4.1 Termination by NMCRA. The Board shall appoint the Executive Director and may remove the Executive Director by a majority vote of its members. At least thirty (30) days before such removal shall become effective, the Board shall by a majority vote of its Members adopt a preliminary resolution stating the reasons for his removal. The Executive Director 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 is requested, and full consideration, the Board by majority vote of its Members may adopt a final resolution. The Executive Director may be placed on administrative leave with pay during this process by a majority vote of the Board.

4.2 Termination by Executive Director. The Executive Director may voluntarily resign his position during the Term upon at least ninety (90) days written notice prior to the effective date of such resignation. In the event the Executive Director voluntarily resigns, the Executive Director shall not be entitled to receive severance; provided, however, the Executive Director Employee shall be entitled to payment of accrued leave balances in accordance with Section 11 below.

5. Severance. In the event the Board terminates the services of the Executive Director without cause, then the Executive Director shall be entitled to twenty (20) weeks of his then current salary and benefits, unless otherwise provided for in Section 215.425, F.S., as amended.

6. Annual Base Salary. The Executive Director 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 other employees of the NMCRA are paid. The initial rate shall be One Hundred Ninety Five Thousand Dollars (\$195,000) per year commencing on the Appointment Date. The Executive Director shall be entitled to receive a cost-of-living adjustment ("COLA") from and after July 12, 2023, in an amount equal to the COLA provided by the City to its Department Directors. In addition to the COLA, the Board may evaluate the performance of the Executive Director to determine any enhancement in annual salary and/or benefits. Any such enhancement in said annual salary and/or benefits shall be based upon the result of the performance evaluation and shall be at the Board's discretion. In no event shall the Board exercise its discretion under this Section 6 to reduce the Executive Director Employee's salary and/or benefits.

7. Retirement Plan. The NMCRA shall contribute the amount of twelve percent (12%) of the Executive Director's then current base salary into an ICMA account, payable weekly. The Executive Director will not be required to make a contribution to the ICMA account.

8. Automobile and Communication Equipment Allowance. The NMCRA shall provide a vehicle allowance of Five Hundred Dollars (\$500) per month, and a cellular allowance of Two Hundred Dollars (\$200) per month, payable on a monthly basis. The Executive Director shall be responsible for all applicable taxes incurred for said allowances.

9. Health, Dental and Life Insurance.

9.1 Health and Dental Insurance. The NMCRA shall provide health and dental insurance coverage for the Executive Director and his family on the same basis as provided to other unclassified Administrative Staff of the City.

9.2 Life Insurance. The City agrees to provide the Executive Director with a term life insurance policy (the "Life Insurance Policy") in an amount equal to two times Executive Director's initial base salary. The Life Insurance Policy shall provide that, upon the termination of Executive Director employment, ownership of the Life Insurance Policy may be transferred to Executive Director, provided Executive Director pays the premiums for such Life Insurance Policy accruing after the termination of his employment. The Executive Director shall be responsible for all applicable taxes associated with the Life Insurance Policy in accordance with applicable law.

9.3 Wellness Program. Executive Director shall be permitted to participate in the City's Wellness Program in the same manner and under the same terms as the City's Department Directors.

10. Disability Insurance. The NMCRA agrees to provide disability insurance for the Executive Director at the benefit level provided to other unclassified Administrative Staff of the City.

11. Sick, Annual and Holiday Leave. The Executive Director shall accrue sick, vacation and holiday leave at an accrual rate of three hours for each work week. The maximum number of hours of sick leave that the Executive Director may accrue is seven hundred fifty (750) hours. The Executive Director 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 one hundred percent (100%) of current value, including any and all pension and/or ICMA benefits. NMCRA shall process payment within thirty (30) days of official last day of employment. The Executive Director shall be credited with all previously unused sick, vacation and holiday leave accrued prior to the Appointment Date, including any and all pension and/or ICMA benefits, all of which shall be subject to payment of the cash value upon resignation or termination as set forth above.

12. Dues and Subscriptions. The NMCRA agrees to pay the reasonable and customary professional due, including the Florida Bar annual membership dues and subscriptions of the Executive Director necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual NMCRA budget.

13. Professional Development. The NMCRA agrees to pay the reasonable and customary travel and subsistence expenses for the Executive Director's travel and attendance at the FRA annual conference, ICSC annual conference, ULI annual conference and other reasonably necessary seminars, conferences and committee meetings customary to the position of Executive Director, as shall be approved in the annual NMCRA budget.

14. Indemnification. Subject to the limitations under Section 768.28, Florida Statutes (2021), the NMCRA shall defend, hold harmless and indemnify the Executive Director 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 Executive Director's duties. The NMCRA 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 NMCRA, or its insurance carrier, will provide legal representation for the Executive Director acceptable to the Executive Director, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the Executive Director's affiliation with the NMCRA. Nothing, however, is intended to provide indemnification for any act of the Executive Director 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 NMCRA's liability as set forth in Chapter 768, Florida Statutes (2021). Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs or pre-judgment interest. This indemnification shall survive the termination of this Agreement.

15. General Provisions

16.1 Entire Agreement. The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understandings contained herein shall be binding upon the NMCRA and the Executive Director. No other representations or understandings are binding on the NMCRA and the Executive Director unless contained in this or a subsequently adopted Agreement.

16.2 Death of Executive Director. Upon the Executive Director's death, the NMCRA's obligations shall terminate except for:

- i. Payment of accrued leave balances in accordance with Section 11 above;
- ii. Payment of all outstanding hospitalization, medical and dental bills in accordance with the NMCRA's insurance policies and contracts for the Executive Director;
- iii. Payment of all life insurance and disability benefits; and
- iv. Provision of such other benefits the NMCRA has with respect to its unclassified employees generally.

16.3 Amendments. No alteration, modifications or amendments to the terms of this Agreement shall be effective unless contained in writing and executed by the NMCRA and the Executive Director.

16.4 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. The NMCRA and the Executive Director 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, costs or pre-judgment interest. This indemnification shall survive the termination of this Agreement.

16.5 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.

16.6 No 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.

16.7 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 overnight courier, or (iii) three (3) days after mailing by United States registered or certified first class mail (postage prepaid).

16.8 Bonding. The NMCRA shall bear the full cost of any fidelity or other bonds required of the Executive Director under any policy, regulation, ordinance or law.

16. Representations and Warranties.

17.1 No Prior Obligations. The Executive Director represents and warrants to the NMCRA that he is free to accept employment with NMCRA 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.

17.2 Ability. The Executive Director represents and warrants to NMCRA that he is fully qualified and possesses the requisite skills and experience to perform his duties as set forth herein.

17. Ethical Commitments. The Executive Director 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 NMCRA, nor seek or accept any persona enrichment or profit derived from confidential information, or holding office, or misuse of public time. The NMCRA shall support the Executive Director in keeping these commitments by refraining from any order, direction or request that would require the Executive Director to undertake any of the aforementioned activities. Specifically, neither the NMCRA Board nor any individual member thereof shall request the Executive Director 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 Executive Director voluntarily agrees to this and shall not cause provision to formulate any claim against the NMCRA whatsoever. The Executive Director acknowledges the above is in no way a restriction of his freedom of speech, and if so claimed is deemed immediately invalid.

18. Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach


by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

19. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

EXECUTIVE DIRECTOR:



CORNELIUS SHIVER


NMCRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY, a public body
corporate and politic

By: 


Cornelius Shiver
Executive Director

Attest:

By: 

Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

By: 

Taylor English Duma, LLP
CRA Attorney