

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT, made this 11 day of January, 2023 by and between **THERESA THERILUS** (hereinafter "Consultant") and **THE CITY OF NORTH MIAMI** (hereinafter "City"):

WITNESSETH:

WHEREAS, Consultant has been employed by the City as City Manager; and

WHEREAS, during her tenure, Consultant has been intimately involved in all aspects of the day-to-day management of the City and Consultant has extensive knowledge of the budget of the City; and

WHEREAS, the City wishes to retain Consultant's services on an as needed basis throughout the term of this Consultant Agreement to assist the Office of the City Manager relating to certain on-going projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, Consultant and City agree as follows:

1. Services: Consultant shall assist Office of the City Manager to complete on-going projects that Consultant was working on during her tenure as City Manager.
2. Term: The Agreement is effective upon execution. The term of the agreement shall begin on February 3, 2023 and shall expire on July 1, 2023. At the conclusion of the term, the Agreement shall automatically terminate unless this Agreement is terminated earlier pursuant to Section 4 herein.
3. Compensation: Consultant shall be paid an amount equal to her remaining gross salary, inclusive of employer's portion for medical benefits and allowances, on a monthly basis during the term of this Agreement. Consultant shall be responsible to pay applicable taxes relating to any payment made under this Agreement. Consultant shall be provided her current peripherals. First payment shall be made on February 3, 2023 and on the 1st day of each month thereafter.
4. Termination: This Consultant Agreement may be terminated by either party upon fifteen (15) days written notice to the other party. If terminated prior to expiration, Consultant shall be paid the remaining compensation for the unexpired months.
5. Indemnification: City agrees to indemnify, defend, and hold harmless Consultant, and its officers, agents, representatives, and employees from any and all loss or damage, and from any and all suits, actions and claims filed or brought by any person or persons, however caused, arising out of Consultant's negligent performance or failure to perform, any and all things necessary to and required to be done by Consultant, pursuant this Agreement.
6. Independent Contractor: Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City.

7. Entire Understanding: The parties acknowledge that this Consultant Agreement contains the entire understanding of the parties and that it may not be modified without the express written consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Consultant Agreement to be signed as of the first date written above.


For the City:

THE CITY OF NORTH MIAM, FLORIDA

A municipal corporation of the State of Florida

By: 
Aneisha Daniel, Assistant City Manager

ATTEST:

By: 
Vanessa Joseph, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Jeff Cazeau, City Attorney

For the Consultant:


Theresa Therilus

THERILUS, THERESA