

**INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF NORTH MIAMI, FLORIDA
AND
ANNA-BO EMMANUEL, ESQ.**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on May 28, 2024 (the "Effective Date"), between the CITY OF NORTH MIAMI, a municipal corporation ("CITY"), and Anna-Bo Emmanuel, Esq. ("INTERIM CITY MANAGER").

RECITALS

WHEREAS, pursuant to Resolution No. 2024-R-56, the City Manager position became vacant on effective May 7, 2024; and

WHEREAS, pursuant to Resolution No. 2024-R-56, the Mayor and City Council appointed Anna-Bo Emmanuel as Interim City Manager to serve in such role while the City engages in the hiring process to retain a permanent City Manager; and

WHEREAS, Ms. Emmanuel continues to be employed by the North Miami Community Redevelopment Agency ("NMCRA") as the Executive Director, and has accepted the appointment as Interim City Manager as an additional role conditioned upon certain terms and conditions which are more particularly set forth herein; and

WHEREAS, it is the desire of the Mayor and City Council to enter into an employment agreement to provide certain benefits and to establish certain conditions of the employment; and

WHEREAS, it is the desire of the Mayor and City Council to retain the services of Ms. Emmanuel as Interim City Manager until such time as a permanent City Manager is appointed,

WHEREAS, after a permanent City Manager is appointed, Ms. Emmanuel shall relinquish her role as Interim City Manager and continue to serve as the NMCRA's Executive Director as set forth in this Agreement; and

WHEREAS, the Interim City Manager desires to enter into an employment agreement with the City of North Miami 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 INTERIM CITY MANAGER

Pursuant to Resolution No. 2024-R-56, the CITY COUNCIL hereby appoints Anna-Bo Emmanuel as the INTERIM CITY MANAGER effective May 7, 2024 (the "Appointment Date").

2. Duties

The INTERIM CITY MANAGER shall perform the functions and duties of the City Manager 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 CITY COUNCIL shall direct from time to time. The INTERIM CITY MANAGER agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of her ability.

3. Term

The term of this Contract shall commence retroactively to May 7, 2024 and shall remain in effect until terminated by the City or Ms. Emmanuel as provided in this Agreement, of a full-time permanent City Manager is hired, whichever occurs first. Notwithstanding, CITY COUNCIL may terminate this Agreement according to the provisions for termination specified in in Section 15 herein. Nothing in this paragraph shall be determined to cause the INTERIM CITY MANAGER to be anything other than an at-will employee of the City, nor shall anything in this paragraph be deemed to grant tenure rights to the INTERIM CITY MANAGER, or limit either party's ability to terminate this Agreement as otherwise provided herein.

4. Salary

The INTERIM CITY MANAGER shall be paid at the City Manager's rate as 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, and subject to the pay adjustments as other employees of the CITY are paid for the duration of this appointment. The rate shall be Two Hundred Sixty-Seven Thousand Three Hundred and Forty Two Dollars and 40/100 (\$267,342.40) per year commencing on May 7, 2024 (the "Appointment Date"). If the Classification and Pay Plan does not provide for automatic yearly cost of living adjustments, the INTERIM CITY MANAGER shall receive the same cost of living adjustment at the same rate as general employees and/or the CITY ATTORNEY.

5. Retirement Plan

The City shall contribute the amount of ten (10) percent of the INTERIM CITY MANAGER's current salary into an ICMA account, payable weekly.

6. Automobile and Communication Equipment Allowance

The INTERIM 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 INTERIM CITY MANAGER shall be responsible for all applicable taxes incurred for said allowances.

7. General Expense Allowance

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

8. Health Dental and Life Insurance

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

9. Disability Insurance

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

10. Sick, Annual and Holiday Leave

The INTERIM CITY MANAGER shall accrue sick, vacation and holiday leave at the same frequency as other unclassified personnel of the CITY. The INTERIM 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 thirty (30) days of official last day of employment.

11. Dues and Subscriptions

The CITY agrees to pay the reasonable and customary professional dues and subscriptions of the INTERIM 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.

12. Professional Development

The CITY agrees to pay the reasonable and customary travel and subsistence expenses for the INTERIM CITY MANAGER's travel and attendance at annual conference, and other reasonably necessary seminars, conferences and committee meetings customary to the position of INTERIM CITY MANAGER, and to maintain licenses and certifications, as shall be approved in the annual CITY budget.

13. Indemnification

Subject to the limitations under Section 768.28, Florida Statutes (2023), the CITY shall defend, hold harmless and indemnify the INTERIM 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 INTERIM 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 INTERIM CITY MANAGER acceptable to the INTERIM CITY MANAGER, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the INTERIM CITY MANAGER's affiliation with the CITY. Nothing, however, is intended to provide indemnification for any act of the INTERIM 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 (2023). 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.

14. Employment as NMCRA Executive Director

Upon completion of this Agreement, INTERIM CITY MANAGER shall continue her duties as the NMCRA Executive Director. It is expected that the NMCRA will continue to pay the INTERIM CITY MANAGER at the same pay she received while employed with the City.

15. Termination

A. Termination Without Cause. This Agreement may be terminated either by the CITY or the INTERIM CITY MANAGER at any time without cause.

B. Termination for Cause. This Agreement may be terminated immediately and without notice in the sole discretion of the CITY COUNCIL upon the occurrence of any one of the following events:

a. The INTERIM CITY MANAGER fails or refuses to comply with the policies, standards and regulations of the CITY as are established periodically, or fails or refuses to comply with reasonable direction from the CITY COUNCIL.

b. The INTERIM CITY MANAGER commits an act of fraud, dishonesty, misappropriation of funds, intentional deception of the CITY COUNCIL, embezzlement, or other crimes, or misconduct reflecting poorly on the CITY in the rendering of services on behalf of the CITY;

c. The CITY COUNCIL has hired a new City Manager.

C. Upon termination of this Agreement with or without cause, the INTERIM CITY MANAGER shall not be entitled to severance but shall be entitled to any accrued wages or salary then due and owing.

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 INTERIM CITY MANAGER. No other representations or understandings are binding on the CITY and the INTERIM CITY MANAGER unless contained in this or a subsequently adopted Agreement.

(B) Upon the INTERIM CITY MANAGER's death, the CITY's obligations shall terminate except for:

i. Payment of accrued leave balances in accordance with Section 10 above;

- ii. Payment of all outstanding hospitalization, medical and dental bills in accordance with the CITY's insurance policies and contracts for the INTERIM 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 INTERIM CITY MANAGER.
- (D) The CITY and the INTERIM 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 May 7, 2024 (the "Effective Date"). This Agreement shall replace and supersede any and all previous agreements between the parties.

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 INTERIM CITY MANAGER represents and warrants to the CITY that she is free to accept employment with CITY as contemplated herein, and she 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 INTERIM CITY MANAGER represents and warrants to CITY that she is fully qualified and possesses the requisite skills and experience to perform her duties as set forth herein.

23. Ethical Commitments

The INTERIM 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 INTERIM CITY MANAGER in keeping these commitments by refraining from any order, direction or request that would require the INTERIM CITY MANAGER to undertake any of the aforementioned activities. Specifically, neither the CITY COUNCIL nor any individual member thereof shall request the INTERIM 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 INTERIM CITY MANAGER voluntarily agrees to this and shall not cause provision to formulate any claim against the CITY whatsoever. The INTERIM CITY MANAGER acknowledges the above is in no way a restriction of her freedom of speech, and if so claimed is deemed immediately invalid.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CITY and the INTERIM 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: 
Alix Desulme, Ed.D., Mayor


Attest:

BY: 
Vanessa Joseph, Esq., City Clerk

Approved as to form and legal sufficiency:

BY: 
Jeff P. H. Cazeau
City Attorney

INTERIM CITY MANAGER:

BY: 
Anna-Bo Emmanuel, Esq.

