**EMPLOYMENT AGREEMENT**
**BETWEEN**
**THE CITY OF NORTH MIAMI, FLORIDA**
**AND**
**JEFF P. H. CAZEAU**

**THIS EMPLOYMENT AGREEMENT** (the "Agreement") is made and entered into on February 26, 2019 (the "Effective Date"), between the CITY OF NORTH MIAMI, a municipal corporation ("CITY"), and Jeff P. H. Cazeau ("CITY ATTORNEY"), an individual.

## RECITALS

**THE CITY COUNCIL OF THE CITY OF NORTH MIAMI** ("COUNCIL" or "CITY"), desires to continue to employ Jeff P. H. Cazeau as the CITY ATTORNEY of the CITY, and Jeff P. H. Cazeau 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 Attorney

Pursuant to Sections 34 and 35 of the City Charter, the COUNCIL of the CITY OF NORTH MIAMI, re-appoints Jeff P. H. Cazeau as the CITY ATTORNEY effective February 26, 2019. April 18th shall continue to be considered the City Attorney's "Start Date" for all other purposes.

### 2. Duties

The CITY ATTORNEY shall perform the functions and duties as set forth in Section 35 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 ATTORNEY agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of his ability. The CITY ATTORNEY 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. The CITY acknowledges and agrees that the CITY ATTORNEY may have other business interests (exclusive of the practice of law) which will not interfere or cause any conflict whatsoever, with his employment as CITY ATTORNEY. The CITY ATTORNEY may also continue to receive compensation from his private practice work related to Minority Certifications so long as such cases that do not interfere or conflict with his duties as City Attorney. Finally, the CITY ATTORNEY may perform pro bono legal activities or other activities; which include but are not limited to writing, teaching and lecturing.

### 3. Term

The term of this Agreement shall be for three (3) years, commencing on April 18, 2019 (the "Term Date"), and ending on April 17, 2022. Thereafter, the CITY ATTORNEY shall continue

to serve at the will of the Council with all relevant provisions of this Agreement including Termination and Severance will remain in effect.

## 4. Termination and Severance

Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of the COUNCIL to terminate the services of the CITY ATTORNEY at any time/ with or without cause. This Agreement may be terminated by the COUNCIL upon thirty (30) days written notice to the CITY ATTORNEY, and a duly adopted Resolution of the COUNCIL, which notice shall specify the effective date of termination which shall not be less than thirty (30) days from the date said written notice is given. In the event that the CITY ATTORNEY voluntarily resigns, then he shall give the COUNCIL at least thirty (30) days written notice in advance, unless the parties agree to waive such notice.

(A) Any termination of this Agreement without "cause", as defined below, shall entitle the CITY ATTORNEY to (i) payment of all accrued, unused, longevity, vacation and sick leave at the rate of pay in effect at the time of termination and (ii) twenty (20) weeks of his then current salary, unless otherwise provided for in Section 215.425, F.S, as amended.

(B) If the CITY ATTORNEY voluntarily resigns his position, the CITY ATTORNEY shall be entitled to payment of all accrued, unused, longevity, vacation and sick leave at the rate of pay in effect at the time of termination but shall not be entitled to any severance payment unless otherwise agreed to by both parties.

(C) In the event, the CITY ATTORNEY is terminated for cause, which shall be defined as termination of fraud on the part of the CITY ATTORNEY, conviction of the CITY ATTORNEY for a criminal offense involving moral turpitude, or a written reprimand by the Florida Bar, the CITY ATTORNEY shall not be entitled to any severance payment.

(D) In the event the COUNCIL, at any time during the employment term, reduces the salary or other benefits of the CITY ATTORNEY, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time CITY employees, or in the event the CITY allegedly refuses to comply with any other material provision of this Agreement benefiting the CITY ATTORNEY, or the CITY ATTORNEY resigns following a suggestion whether formal or informal, by the CITY that he resign, then, in that event, the CITY ATTORNEY may, at his option, be deemed to be terminated within the meaning in the context of the severance pay provision in section 4, paragraph A of this Agreement. The CITY ATTORNEY shall notify the CITY COUNCIL in writing of the alleged violation. The CITY COUNCIL shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the CITY ATTORNEY may at his option, consider such violation as termination "without cause" as such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual base salary and benefit level in effect prior to the reduction or refusal.

## 5. Annual Base Salary

(A) The CITY ATTORNEY 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 CITY ATTORNEY shall continue to be paid at his current rate. If the Classification and Pay Plan does not provide for automatic yearly cost of living adjustment, the CITY ATTORNEY shall receive cost of living adjustment at the same rate as general employees and/or the City Manager.

(B) The CITY agrees to determine any merit adjustment in annual salary and/or benefits upon performance, at least once annually, during the CITY's annual budget process. If merit increases are provided to general employees, the CITY ATTORNEY shall be entitled to the same merit increases.

(C) Notwithstanding the above, the CITY ATTORNEY'S salary and benefits shall never be less than that of the City Manager's. In the event the increases the City Manager's salary and benefits, either as the result of a new hire or as a raise or adjustment, the CITY ATTORNEY'S salary and benefits shall automatically be raised to match.

**6. Retirement Plan**

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

**7. Automobile and Communication Equipment Allowance**

The CITY ATTORNEY shall receive Seven Hundred Fifty Dollars and 00/100 ($750.00) per month as an automobile allowance. The CITY ATTORNEY shall receive One Hundred Fifty Dollars and 00/100 ($150.00) per month as a cellular telephone allowance. If automobile or cellular telephone increases are provided to other employees, the CITY ATTORNEY shall be entitled to the same increase.

**8. General Expense Allowance**

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

**9. Health Dental and Life Insurance**

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

**10. Disability Insurance**

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

**11. Sick, Annual and Holiday Leave**

The CITY ATTORNEY shall accrue sick, vacation and holiday leave at the same frequency as other unclassified personnel of the CITY. The CITY ATTORNEY 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.

**12. Dues and Subscriptions**

The CITY agrees to pay the reasonable and customary professional dues and subscriptions of the CITY ATTORNEY 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 CITY agrees to pay the reasonable and customary travel and subsistence expenses for the CITY ATTORNEY'S travel and attendance at such conferences and seminars necessary for the CITY ATTORNEY'S continued education, continued professional participation, growth and advancement including other national, state and local professional associations, seminars, conferences and meetings customary to the position of CITY ATTORNEY, the National Bar Association Conference, the Florida Bar State and Local Annual Conference, the Florida Municipal Attorney Association Conference and other such conferences that shall be approved in the annual CITY budget.

**14. Indemnification**

To the extent authorized by Section 768.28, Florida Statutes (2015), the CITY shall defend, hold harmless and indemnify the CITY ATTORNEY 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 ATTORNEY'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 ATTORNEY acceptable to the CITY ATTORNEY, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the CITY ATTORNEY'S affiliation with the CITY. Nothing, however, is intended to provide indemnification for any act of the CITY ATTORNEY 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. Ethical Commitments**

The CITY ATTORNEY 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 personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The CITY shall support the CITY ATTORNEY in keeping these commitments by refraining from any order, direction or request that would require the CITY ATTORNEY to undertake any of the aforementioned activities. Specifically, neither the CITY COUNCIL nor any individual member thereof shall request the CITY ATTORNEY or his immediate family 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 ATTORNEY voluntarily agrees to this and shall not cause provision to formulate any claim against the CITY whatsoever. The CITY ATTORNEY acknowledges the above is in no way

a restriction of his freedom of speech, and if so claimed is deemed immediately invalid.

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

(B) Upon the CITY ATTORNEY'S death, the CITY'S obligations shall terminate except for:

i. Transfer of balances of the CITY ATTORNEY'S retirement or deferred compensation plan as directed by the CITY ATTORNEY;

ii. Payment of accrued leave balances in accordance with Section 11 above;

iii. Payment of all outstanding hospitalization, medical and dental bills in accordance with the CITY'S insurance policies and contracts for the CITY ATTORNEY;

iv. Payment of all life insurance and disability benefits; and

v. 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 ATTORNEY.

(D) The CITY and the CITY ATTORNEY 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.

(E) The CITY shall afford the CITY ATTORNEY the right to participate in any other benefits or working conditions as provided for to administrative and senior management employees of the CITY.

**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 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 ATTORNEY 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 ATTORNEY 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.

(C) Licenses. The CITY ATTORNEY represents to the CITY that he possesses the necessary license to practice law in the State of Florida and is in good standing with the Florida Bar and shall maintain such license and good standing during the term of this Agreement. Any revocation or suspension of the CITY ATTORNEY'S license to practice law in the State of Florida shall be consideration termination for cause.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the CITY and the CITY ATTORNEY 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: _____
Jennifer Warren, Esq.
Deputy City Attorney

CITY ATTORNEY:

BY: _____
Jeff P. H. Cazeau
Attorney at Law