




Council Report

To: Honorable Mayor and City Council

Via: Anna-Bo Emmanuel, Esq., FRA-RA, CP3P, Interim City Manager

From: Jeff P. H. Cazeau, City Attorney 

Date: June 24, 2025

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING AND APPROVING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

The accompanying Resolution was prepared and placed on the agenda at the request of Councilman Pierre Frantz Charles.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING AND APPROVING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on May 13, 2025, the Mayor and Council of the City of North Miami (“City”) selected and appointed Theresa Therilus, Esq., for the position of City Manager pending the execution of an employment agreement (“Employment Agreement”); and

WHEREAS, the Mayor and City Council desire to execute an Employment Agreement with Theresa Therilus, Esq., for the position of City Manager, in substantially the attached form.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority and Approval of Employment Agreement. The Mayor and City Council of the City of North Miami, Florida, hereby authorize and approve the execution of an employment agreement with the City Manager, in substantially the attached form.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2025.

ALIX DESULME, ED. D.
MAYOR

ATTEST :

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: COUNCILMAN CHARLES

Moved by: _____

Seconded by: _____

Vote:

Mayor Alix Desulme, Ed.D.

_____ (Yes) _____ (No)

Vice Mayor Kassandra Timothe, MPA

_____ (Yes) _____ (No)

Councilman Kevin A. Burns

_____ (Yes) _____ (No)

Councilwoman Mary Estimé-Irvin

_____ (Yes) _____ (No)

Councilman Pierre Frantz Charles, M.Ed.

_____ (Yes) _____ (No)

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF NORTH MIAMI, FLORIDA
AND
THERESA THERILUS**

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into on _____ (the “Effective Date”), between the CITY OF NORTH MIAMI, a municipal corporation (“CITY”), and Theresa Therilus (“CITY MANAGER”).

RECITALS

THE CITY COUNCIL OF THE CITY OF NORTH MIAMI (“COUNCIL” OR “CITY”), desires to employ Theresa Therilus as the CITY MANAGER of the CITY, and Theresa Therilus (“CITY MANAGER” or “the CITY MANAGER”), desires to accept such employment under the terms and conditions 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, hereby appoints Theresa Therilus to serve as the CITY MANAGER of the CITY effective July 21, 2025 (the “Appointment Date”).

2. Prior Agreements and Understandings Replaced and Superseded

This Agreement shall replace and supersede any and all previous agreements and understandings between the parties.

3. 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 shall perform other associated and legally required duties and functions as the COUNCIL may 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 her ability. The CITY MANAGER may engage in outside employment so long as such outside employment does not detract, limit, be in conflict with, or interfere with the performance of the functions and duties described above, which are considered to be full-time duties for the CITY. However, nothing in this Agreement shall prohibit the CITY MANAGER from other work, such as teaching, consulting, writing, community activities, pro bono work, or civic or charitable activities as is appropriate to this position of City Manager, provided, however, that such work shall not interfere with the duties of the CITY MANAGER and shall not in any way reflect unfavorably on the City.

4. Term

The CITY MANAGER’s employment term (the “Employment Term”) under this Contract shall be for four (4) years, commencing at 12:01 am on August 4, 2025 (the “Commencement Date”). Thereafter, this Contract shall renew automatically, on or before August 4 of each year.

5. Annual Base Salary

The CITY MANAGER shall be paid Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) per year commencing on August 4, 2025. The City Manager shall receive salary

increases of no less than three percent (3%) on August 4 of each year, beginning August 4, 2026.

6. Retirement Plan

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended or revised, City Manager shall, throughout the term of this Employment Contract, be a compulsory member of the Florida Retirement System (FRS) Senior Management Service Class. The City will pay the applicable FRS employer contribution and one-half of City Manager's employee contribution, and City Manager will be responsible for the remaining one-half of the required FRS employee contribution. In addition, the City shall contribute, on a weekly basis, an amount equal to ten percent (10%) of the CITY MANAGER's current salary into an ICMA account.

7. Automobile and Communication Equipment Allowance

The CITY MANAGER shall receive a vehicle allowance of Eight Hundred Dollars and 00/100 (\$800.00) per month, and a cellular allowance of Two Hundred Fifty Dollars and 00/100 (\$250.00) per month, payable on a monthly basis. The CITY MANAGER shall be responsible for all applicable taxes incurred for said allowances.

8. 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 Fifty Dollars and 00/100 (\$850.00). The CITY MANAGER shall be responsible for all applicable taxes incurred for said allowance.

9. Health Dental and Life Insurance

The CITY MANAGER shall participate in City-offered health, dental, and life insurance. The City will pay the full amount of premiums for the City-offered group medical, dental, and legal plan selected by the CITY MANAGER, for herself and her eligible dependents. Additionally, the City will pay the full amount of premiums for the City-offered life insurance policy chosen by the CITY MANAGER. Further, the CITY MANAGER may (or, if participation is mandatory, shall) participate in other City-offered insurance and benefits for which she is eligible on the terms applicable to unclassified general employees.

10. Disability Insurance

The CITY agrees to provide disability insurance for the CITY MANAGER at the highest benefit level provided to other executive level employees of the CITY.

11. Sick, Annual, and Holiday Leave

Annually, the CITY MANAGER shall accrue three (3) weeks of sick leave, four (4) weeks of annual leave (i.e. vacation), and holiday leave (at the same frequency as other unclassified personnel of the CITY), provided, however, that the City Manager's annual and sick time shall be front-loaded and fully accrued upon the Commencement Date and upon each successive July 21 thereafter. Upon the Commencement Date, CITY Manager shall also receive a one-time allocation of 96 hours of paid leave that she may use for any purpose. For each year of her employment with the City through the fourth year of service, CITY MANAGER's accrual of annual leave shall increase by one (1) week (capped at a total of nine (9) weeks). The CITY MANAGER shall, upon resignation or termination receive the cash value of all of her unused annual, holiday, administrative, and unused accrued sick leave at 100% of her pay rate in effect at the time. The CITY shall process payment of the amounts outlined in this Paragraph within ten (10) days of the official last day of CITY MANAGER's employment.

12. Recognition of Prior Service for Benefits Eligibility

For purposes of determining the City Manager's eligibility under the Family and Medical Leave Act (FMLA) and for calculating any longevity-based benefits provided by the City, the City agrees to credit the City Manager with all prior periods of service with the City, including but not limited to any full-time employment in any prior capacity. Such prior service shall be deemed continuous with the current term of employment solely for purposes of benefits eligibility and accruals, notwithstanding any intervening separation of employment.

13. Dues and Subscriptions

The CITY agrees to pay the reasonable and customary professional dues (including Bar dues) and subscriptions of the CITY MANAGER that are 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 annual conferences, and other reasonably necessary seminars, conferences, and committee meetings customary to the position of CITY MANAGER, and to maintain licenses and certifications, as shall be approved in the annual CITY budget.

15. Indemnification

Subject to the limitations under Section 768.28, Florida Statutes (2019), the CITY shall defend, hold harmless, and indemnify the CITY MANAGER against any and all torts, professional liability claims, and/or demands as well as any and all other legal actions, 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, and/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 of the Florida Statutes (2024). 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. Termination

In accordance with Section 18 of the City Charter, the COUNCIL shall appoint the CITY MANAGER and may remove her by a majority vote of its members. At least ninety (90) 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 the CITY MANAGER's 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. The CITY MANAGER is entitled to full pay during this process. Additionally, upon termination, the CITY MANAGER shall be entitled to the cash value of all of her unused annual, holiday,

administrative, and unused accrued sick leave at 100% of her pay rate in effect at the time of her termination as well as all annual, holiday, administrative, and sick leave that CITY MANAGER would have accrued over the full term of this Contract, including any and all pension and ICMA benefits. The CITY shall process payment of these amounts within ten (10) days of the official last day of CITY MANAGER's employment. Further, the Parties agree that should the CITY terminate the CITY MANAGER, notwithstanding any other payment(s) to which the CITY MANAGER may be entitled, to ensure the continuity of City business, CITY MANAGER will provide transitional services for at least three (3) months and CITY MANAGER shall be entitled to payment for such transitional services at CITY MANAGER's same rate of pay then in effect at the time of CITY MANAGER's termination.

a. Termination Without Cause by the City.

1. Any termination of this Contract without "cause" shall entitle the CITY MANAGER to: (i) all payments for work performed through the date of termination; (ii) payment of 100% of all accrued, unused, longevity, vacation, holiday and sick leave at the rate of pay in effect at the time of termination; and (iii) severance pay equal to 20 weeks of City Manager's Annual Base Salary as of her termination date; and (iv) the City's required contributions to the CITY MANAGER'S ICMA retirement account for 20 weeks (either directly into the account or as additional severance pay at the discretion of the City Manager). The CITY shall process this payment within ten (10) days of the official last day of employment.
2. In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits of the CITY MANAGER in a greater percentage than 5% or in the event the City refuses after written notice to comply with any other provision of this Agreement benefitting the CITY MANAGER or if a majority of the entire City Commission in a public meeting requests that the CITY MANAGER resign, then the CITY MANAGER may, at her sole option, be deemed to be terminated without cause at the date of such reduction or such refusal to comply within the meaning and context of this Section.
3. In addition to any other compensation contemplated herein, should the City terminate the CITY MANAGER without cause, then the City is obligated to pay the CITY MANAGER the full amount of premiums for the City-offered group medical and group dental plan selected by the CITY MANAGER, for herself and her eligible dependents, for a period of twenty weeks following the date of termination of this Agreement.
4. In the case that Section 215.425, Florida Statutes is amended during the term of this Agreement to permit severance pay in excess of 20 weeks, the Parties agree that any severance pay contemplated by this Agreement shall increase to the maximum amount permitted by law.

b. Termination With Cause by the City.

Should the CITY terminate this Agreement with Cause, as herein defined, it shall pay the CITY MANAGER any payments due for work performed including ICMA benefits through the date of termination as well as the balance of any accrued annual and sick leave at 100% of the rate of pay in effect at the time of her termination. If the CITY MANAGER is terminated for cause, she shall not be entitled to any severance payment. Cause is defined as one or more of the following: "misconduct" as defined by Section 443.036(30), Florida Statutes, fraud or conviction of a criminal offense involving moral turpitude.

c. Notice and Opportunity to Cure.

Notwithstanding the foregoing, it shall be a condition precedent to the City's right to terminate

the CITY MANAGER's employment for Cause that: (i) the City shall first have given the CITY MANAGER written notice stating with specificity the reason for the termination ("breach"); and (ii) if such breach is susceptible of cure or remedy, a period of thirty (30) days after the giving of such notice shall have elapsed without the CITY MANAGER having effectively cured or remedied such breach, unless such breach cannot be cured or remedied within thirty days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the CITY MANAGER has made and continues to make a diligent effort to effect such remedy or cure.

d. Termination for Good Reason by the City Manager.

The CITY MANAGER may terminate her employment and all of her obligations under this Agreement at any time for Good Reason (defined below), effective immediately, upon delivering written notice to the City stating the basis for such termination. "Good Reason" shall mean any of the following: (i) a material reduction in the CITY MANAGER's responsibilities or Base Salary or benefits; (ii) any material breach by the City of this Agreement; and (iii) any purported termination of the CITY MANAGER's employment for Cause which does not comply with the terms of this Agreement; however, no termination shall be for Good Reason until the CITY MANAGER has provided the City with written notice of the conduct alleged to have caused Good Reason and at least thirty (30) calendar days have elapsed after the City's receipt of such written notice from the CITY MANAGER, during which the City has failed to demonstrate substantial efforts to cure any such alleged conduct. In such case, the CITY MANAGER shall be entitled to: (i) all payments for work performed through the date of termination; (ii) payment of 100% of all accrued, unused, longevity, vacation, holiday and sick leave at the rate of pay in effect at the time of termination; and (iii) severance pay equal to 16 weeks of City Manager's Annual Base Salary as of her termination date; and (iv) the City's required contributions to the CITY MANAGER'S ICMA retirement account for 16 weeks (either directly into the account or as additional severance pay at the discretion of the City Manager).. The CITY shall process this payment within ten (10) days of the official last day of employment.

In the event, the CITY MANAGER resigns following a suggestion by the CITY that she resign, then the CITY MANAGER may, at her option, be deemed to be terminated as set forth in Section 16 and 16 (a) herein and shall be entitled to the severance pay set forth in that section.

e. Termination Without Cause by the City Manager.

Should the CITY MANAGER terminate this Agreement by giving notice less than twenty-one (21) days prior to termination, the City shall pay her any payments due for work performed through the date of termination and other payments due upon termination on the same terms and conditions applicable to unclassified general employees and shall have no further liability to her whatsoever. Otherwise, the City shall pay her through the effective date of her departure and the cash value of all of her unused accrued annual leave, holiday leave sick leave at 100% of the pay rate in effect at the time and CITY MANAGER is entitled to retain all funds deposited by the City into her ICMA account. For any payments due under this section, the City shall process payment within ten (10) days of the CITY MANAGER's official last day of employment.

17. Bonds

The City shall bear the full expense of any fidelity or other bond required of the CITY MANAGER in her capacity as City Manager under any statute, ordinance, or regulation.

18. 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;
 - 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.

19. Severability; Modification

Should a court of competent jurisdiction determine that any provision or portion thereof of this Agreement is illegal, invalid, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect. This Agreement may be modified only by a writing signed by both Parties and approved by the City Commission by resolution.

20. Waiver

The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

21. Notices

Any notices required hereunder shall be effective if made as follows:

- a. **For the CITY MANAGER:** by certified mail, with return receipt requested, delivered to:

Theresa Therilus, Esq. (or her heirs)

To be provided

- b. **For the CITY:** by public statement on the record during a meeting of the City Commission in the presence of the party to whom notice is to be given or by

delivery, postage paid, by the United States Postal Service with said notice to be delivered to:

Mayor Alix Desulme, Ed. D (or his successor)

776 NE 125 Street

2nd Floor

North Miami, FL 33161

AND

City Attorney Jeff P. H. Cazeau, Esq. (or his successor)

776 NE 125 Street

3rd Floor

North Miami, FL 33161

22. Representations and Warranties

- (A) No prior obligations. The CITY MANAGER represents and warrants to the CITY that she is free to accept employment with the 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 performance of her obligations and responsibilities, or the exercise of her best efforts and judgment in the performance of the employment duties contemplated herein.
- (B) Ability. The CITY MANAGER represents and warrants to CITY that she is fully qualified and possesses the requisite skills and experience to perform the employment duties set forth herein.

23. Ethical Commitments

The CITY MANAGER shall not endorse candidates, make financial contributions, sign or circulate 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 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 that the CITY MANAGER 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 in the City, nor shall the CITY COUNCIL request that the CITY MANAGER handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

24. Reimbursement of Legal Fees and Expenses

In the event that any legal proceeding should be brought to enforce the terms of this Agreement or for the City's breach of this Agreement, then the City shall pay all reasonable attorneys' fees and expenses that the CITY MANAGER incurs during any such proceeding. Moreover, the City shall pay such attorneys' fees and expenses, on a monthly basis, while the legal proceeding is pending – as payment of invoices for such legal fees and expenses come due.

25. Governing Law; Headings

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Section headings are for convenience only and shall have no legal effect.

26. No Assignment or Delegation; No Third-Party Beneficiaries

The services provided by the CITY MANAGER are considered unique and personal to her. Accordingly, the CITY MANAGER may not delegate or assign any duty, obligation, or benefit attaching or accruing hereunder. This Agreement is entered into and intended for the benefit solely of the City and of the CITY MANAGER and not for the benefit of any other person or entity.

27. Counterparts, Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents.

[SIGNATURES 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: _____
Mayor

Attest:

BY: _____
Vanessa Joseph, Esq.

Approved as to form and legal sufficiency:

BY: _____
Jeff P. H. Cazeau
City Attorney

CITY MANAGER:

BY: _____
Theresa Therilus