



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

121 Majorca Avenue • Coral Gables, Florida 33134
Telephone 305-445-7801 • Facsimile 305-442-1578

March 3, 2014

Via U.S. and Electronic Mail

Dotie Joseph, Interim City Attorney
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

Re: Darcee Siegel

Dear Ms. Joseph:

Per your request, we have reviewed the February 20, 2014 demand letter authored by James C. Casey on behalf of Darcee Siegel for purposes of rendering a legal opinion concerning the claims therein. We have reviewed what we believe to be the pertinent documents and have researched applicable law. I will render our opinion with respect to the "points of resolution" raised in Mr. Casey's letter in the same numerical order as presented therein:

1. Ms. Siegel is not entitled to compensation through September 30, 2014 pursuant to her Conditions of Employment ("Agreement") with the City, a copy of which is attached hereto as Exhibit A. The Agreement specifically provides for the termination of Ms. Siegel before the expiration of the one year employment agreement. That provision is entitled "SEVERANCE," and provides for the termination of Ms. Siegel with or without cause. In the case of a termination without cause, the Agreement specifically states that she is entitled to a lump sum cash payment equal to 12 weeks salary. See Exhibit A at page 2.

2. As referenced in response to No. 1 above, Ms. Siegel is entitled to 12 weeks of severance. The City, in its sole discretion, may also provide an additional 8 weeks of severance per the terms of the Agreement.

3. Ms. Siegel's Conditions of Employment for fiscal year 2009-2010, a copy of which is attached hereto as Exhibit B, does not entitle her to receive a 10% cost of living increase. While the "SALARY" section of the 2009 Agreement makes reference to her receiving a cost of living increase, it does not specify any amount or percentage. See Exhibit B at page 1. Accordingly, it is unenforceable. More significantly, it is clear that Ms.

Jacksonville • Miami • Orlando • Tallahassee • Tampa

March 3, 2014

Page 2

Siegel has legally waived any entitlement she might have had to a cost of living increase. Finally, the only reference to 10% concerns a possible "discretionary" bonus which, of course, does not entitle Ms. Siegel to anything.

4. It appears that Ms. Siegel is likely to be entitled to continue her dental and health insurance in accordance with the relevant resolution and ordinance provisions for a separated management level employee at a cost of 20% of the insurance premium for her personal coverage. Pursuant to her 2013-2014 Agreement, the City's obligation to provide life insurance ceased upon her termination. Ms. Siegel is not entitled to continuation of disability insurance paid by the City.

5. Ms. Siegel is entitled to a payout of all of her accrued leaves in accordance with the City's policies and procedures regarding leave pay outs at termination.

6. It is unclear exactly what "City provided allowances" Ms. Siegel is requesting. To the extent this reference is to car or cell phone "allowances" referenced in her 2013-2014 Agreement, her entitlement to those discretionary benefits ceased at the time of her termination. To the extent this refers to any other unidentified benefits, we are unable to render an opinion with respect to same, but it is doubtful there is any ongoing obligation by the City to provide for any type of allowances.

7. Ms. Siegel is clearly not entitled to any attorney's fees at the present time.

I will be reaching out to Mr. Casey sometime this week in an effort to see if we can resolve this matter amicably. If you have any questions concerning this opinion, please contact me.

Sincerely,



Robert L. Norton

RLN/crk

cc: Ana Garcia, City Manager
Rose Amberson, Director of Human Resources

CONDITIONS OF EMPLOYMENT

EMPLOYER: City of North Miami Beach

POSITION: City Attorney

EMPLOYEE: Darcee S. Siegel, Esquire

EFFECTIVE DATE: October 1, 2013 - September 30, 2014

RENEWAL/

EXPIRATION DATE: This contract shall be reviewed and renewed by the Mayor and City Council at a Council meeting in July 2014.

DUTIES: Employee shall perform the duties and exercise the powers as provided by state law, the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

SALARY: Employee's compensation shall be \$3,615 per week or a \$188,000.00 yearly equivalent and includes motor vehicle allowance, expense allowance and cellular phone allowance. Employee may be entitled to receive a cost of living increase annually. Employee's salary and/or benefits may be enhanced at the City Council's discretion. Employee may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of Employee's current salary. The Mayor and Council voted to award the City Attorney a 3% performance bonus in the lump sum amount of \$5,640.00 at the August 6, 2013 City Council Meeting payable at the commencement of this Agreement.

LEAVE: Employee shall be entitled to the following:
Annual Leave: 20 days/160 hours (Formerly 30 days/240 hours)
Sick leave: 10 days/80 hours (Formerly 28 days/224 hours)
Floating Holiday; 2 days/16 hours per year
Birthday: 1 day/8 hours per year



CITY



SIEGEL

EXHIBIT

A

PENSION
ELIGIBILITY:

Employee shall continue her participation in a City of North Miami Beach Pension Plan. Employee's mandatory employee contribution is 8% and is subject to change as determined by the City.

HEALTH
INSURANCE:

City shall provide Employee with Health benefits that are consistent with the benefits that are provided to the City's senior management. Upon separation of employment with the City, Employee's health insurance shall be continued in accordance with Resolutions No. 98-53, 2008-51 and Ordinances No. 2000-10 and 2002-30, as amended from time to time.

DENTAL
INSURANCE:

City shall provide Employee with dental benefits that are consistent with the benefits that are provided to the City's senior management.

DISABILITY:

Employee shall be provided long and short term disability insurance at no cost to employee.

LIFE
INSURANCE:

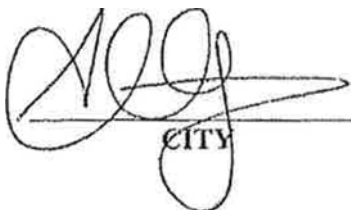
City shall provide Employee with life insurance in an amount that will be twice Employee's annual salary. For this purpose salary shall be capped at \$200,000.00. At separation, City's obligation to continue to pay for Employee's life insurance shall discontinue. Employee's insurance shall be portable so that, if Employee elects, the policy may be converted.

SEVERANCE:

- Employee may be terminated from employment with or without cause at anytime. If employee is terminated without cause, the City shall pay Employee a lump sum cash payment equal to twelve (12) weeks salary pursuant to Florida State Statutes Chapter 112. furthermore, the City Council may, within its discretion, provide Employee an additional eight (8) weeks of severance pursuant to Florida State Statutes Chapter 112. Employee shall not be entitled to any severance if terminated for cause pursuant to the City Charter and laws of North Miami Beach and the laws of the State of Florida.

PROFESSIONAL
DEVELOPMENT:

City shall pay Employee's reasonable dues, subscriptions and travel expenses along with subsistence expenses for continuing education, membership and participation in professional associations and organizations.



CITY



SIEGEL

City of No1th Miami Beach, Florida:

Employee;

By: 
GEORGE VALLEJO, Mayor


DARCEE S. SIEGEL

PURSUANT TO Motion Approved and Adopted at the
August 6, 2013 City Council Meeting

ATTEST:


PAMELA L. LATIMORE, City Clerk

CONDITIONS OF EMPLOYMENT

EMPLOYER: City of North Miami Beach

POSITION: City Attorney

EMPLOYEE: Darcee S. Siegel, Esquire

EFFECTIVE DATE: January 6, 2009

RENEWAL/

EXPIRATION DATE: This contract shall be reviewed and renewed by the Mayor and City Council at a Council meeting. The first review and renewal shall occur in 2010.

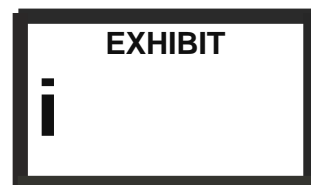
DUTIES: Employee shall perform the duties and exercise the powers as provided by state law, the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

SALARY: Employee's initial salary shall be \$3,847 per week or a \$200,000 yearly equivalent. Employee shall be entitled to receive a cost of living increase annually. Employee's salary and/or benefits may be enhanced at the City Council's discretion. Employee may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of Employee's current salary.

LEAVE: Employee shall be entitled to the following:
Annual Leave: 20 days/160 hours (Formerly 30 days/ 40 hours)
Sick leave: 10 days/80 hours (Formerly 28 days/224 hours)
Floating Holiday: 2 days/16 hours per year
Birthday: 1 day/8 hours per year

Note: The reduction in annual and sick leave allotment was previously available for cash out. Salary offered includes compensation for leave payout which is no longer available to management.

BENEFITS: City shall provide Employee with benefits that are consistent with the benefits that are provided to the City's senior management.



CONDITIONS OF EMPLOYMENT

EMPLOYER: City of North Miami Beach

POSITION: City Attorney

EMPLOYEE: Darcee S. Siegel, Esquire

EFFECTIVE DATE: January 6, 2009

RENEWAL/

EXPIRATION DATE: Titls contract shall be reviewed and renewed by the Mayor and City Council at a Council meeting. The first review and renewal shall occur in 2010.

DUTIES: Employee shall perform the duties and exercise the powers as provided by state law, the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

SALARY: Employee's initial salary shall be \$3,847 per week or a \$200,000 yearly equivalent. Employee shall be entitled to receive a cost of living increase annually. Employee's salary and/or benefits may be enhanced at the City Council's discretion. Employee may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of Employee's current salary.

LEAVE: Employee shall be entitled to the following:
Annual Leave: 20 days/160 hours (Formerly 30 days/AO hours)
Sick leave: 10 days/80 hours (Formerly 28 days/224 hours)
Floating Holiday: 2 days/16 hours per year
Birthday: 1 day/8 hours per year

Note: The reduction in annual and sick leave allotment was previously available for cash out. Salary offered includes compensation for leave payout which is no longer available to management.

BENEFITS: City shall provide Employee with benefits that are consistent with the benefits that are provided to the City's senior management.

**EXECUTIVE
ALLOWANCE:**

City recognizes that certain expenses of a non-personal nature are incurred by employee and as such agrees to provide a monthly expense allowance of \$400.00 to cover such expenses.

**CELL PHONE
ALLOWANCE:**


Employee shall be provided a cellular phone allowance of \$50.00 per month.

**PROFESSIONAL
DEVELOPMENT:**

City shall pay Employee's reasonable dues, subscriptions and travel expenses along with subsistence expenses for continuing education, membership and participation in professional associations and organizations.

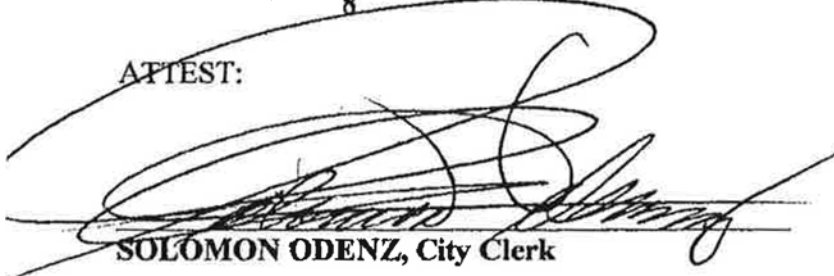
City of North Miami Beach, Florida:

Employee:

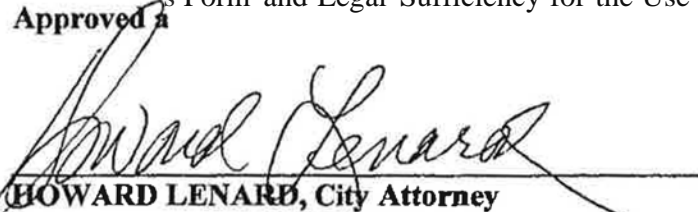
By: 
RAYMOND MARIN, Mayor
PURSUANT TO Motion Adopted on
December 2, 2008

a==
DARCEES.SIEGEL

ATTEST:


SOLOMON ODENZ, City Clerk

Approved as Form and Legal Sufficiency for the Use and Reliance of the City Only:


HOWARD LENARD, City Attorney