



776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Theresa Therilus, Esq., City Manager *Theresa Therilus*

Date: January 10, 2023

RE: **A PROPOSED RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THERESA THERILUS, ESQ., FOR THE PROVISION OF CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

Attachments:

Proposed Resolution
Consulting Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THERESA THERILUS, ESQ., FOR THE PROVISION OF CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami (“City”) is desirous of entering into an agreement to retain the professional services of Theresa Therilus, Esq. (“Consultant”), on an as needed basis, to assist the Office of the City Manager relating to certain on-going projects (“Services”); and

WHEREAS, Consultant has been employed by the City as City Manager and has tendered her resignation with an effective date of February 3, 2023; 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 will greatly benefit from the ability to utilize the services of the Consultant while transitioning toward new city management; and

WHEREAS, the Mayor and City Council find that the Consulting Agreement is in the best interests of the City and its residents and therefore authorize its execution.

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

Section 1. **Approval.** The Mayor and City Council hereby approve the Consulting Agreement between the City of North Miami and Theresa Therilus, attached as Exhibit “A”, and further authorize the execution of the agreement in substantially the attached form.

Section 2. **Effective Date.** This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2023.

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: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Alix Desulme, Ed.D. _____ (Yes) _____ (No)

Vice Mayor Mary Estimé Irvin _____ (Yes) _____ (No)

Councilman Scott Galvin _____ (Yes) _____ (No)

Councilwoman Kassandra Timothe, MPA _____ (Yes) _____ (No)

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT, made this ____ day of _____, 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