

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (this "Agreement") is entered into as of February 14, 2023, by and between **CORNELIUS SHIVER** ("Employee") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA") (Employee and the NMCRA are referred to collectively as the "Parties").

RECITALS

1. Employee was employed by the NMCRA as its Executive Director pursuant to that certain Employment Agreement dated July 12, 2022 (the "Employment Agreement").

2. Employee's employment with the NMCRA is to be terminated and the NMCRA agrees to provide a severance payment to Employee, as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing preamble and recitals are true and correct, and are incorporated herein.

2. **Termination of Employment.** Employee's employment with the NMCRA is terminated as of February 28, 2023. Such termination is deemed "without cause" pursuant to Section 5 of the Employment Agreement. Employee has been or will be paid all earned salary through the date of termination, in accordance with the NMCRA's normal payroll schedule. Upon signing of this Agreement, Employee agrees that the Employee is placed on administrative leave with pay and shall vacate the NMCRA Office, return all access cards, credit cards and NMCRA property, as well as refrain from accessing the NMCRA's computer system.

3. **Severance to Employee.** In consideration of this Agreement, the NMCRA will pay Employee, within fifteen (15) days of the approval of this Agreement by the NMCRA Board, twenty (20) weeks of the Employee's current salary and benefits plus Medical/Dental/Vision Benefit Coverage through July 31, 2023 less applicable taxes, withholdings and authorized deductions (the "Severance Consideration"). Employee agrees that the Severance Consideration represents any and all amounts due to the Employee from the NMCRA in connection with the termination of the Employee's employment.

4. **Waiver of Certain Provisions of the Employment Agreement.** The Employee hereby waives all rights, benefits, privileges and procedures set forth in Section 4.1 of the Employment Agreement. Without limiting the foregoing, the Employee waives any rights to file a request for a public hearing to be held at a NMCRA Board meeting.

5. **General Release by Employee.** Employee (including heirs, personal representatives, executors, administrators, and agents) hereby fully and completely releases all claims, damages, cause of action, and demands of any kind against the NMCRA and the City of North Miami (the "City") (including all of their present, former, and future board members, council members, employees, agents, legal representatives, insurers, attorneys, successors, predecessors, and assigns) expressly including the following named current board members: Alix Desulme, Pierre Frantz Charles, Mary Estime-Irvin, Scott Galvin and Kassandra Timothe,

(the preceding individuals collectively referred to herein as the "Named Commissioners") that he has or may have relating to any matter whatsoever, including, but not limited to, all claims (known or unknown, accrued or unaccrued) that Employee could have asserted in any lawsuit or in any other legal proceeding, whether contractual, tort, or statutory claims, and whether equitable or legal in nature, through the date of this release including, but not limited to, any claims arising out of, related to or in connection with (i) the Employment Agreement, (ii) the employer and employee relationship between the undersigned and the NMCRA including any times prior to the effective date of the Employment Agreement and (iii) all matters related thereto, solely excepting any unfulfilled severance obligations of the NMCRA. As a material inducement to the NMCRA to enter into this Agreement, and in consideration for the covenants contained herein, Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges the NMCRA, any and all of their past, present and future commissioners, board members, agents, legal representatives, insurers, attorneys, successors, predecessors, and assigns (including, without limitation, the Named Commissioners), commissioners, board members, employees, representatives, insurers and attorneys, and all other persons acting by, through, under, or in concert with any of them (singly, collectively, and in all combinations thereof, "RELEASEES"), from any and all past, present, and future charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, arbitrations, damages, actions, causes of action, suits, rights, demands, attorneys' fees, costs, losses, debts and expenses, **including, but not limited to, rights and claims arising under equity, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act (ERISA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act, the Worker Adjustment and Retraining Notification Act (WARN Act), 42 U.S.C. §§ 1981, 1985, 1986, the Florida Civil Rights Act, the Florida Workers' Compensation Act, the Florida Whistle-blower's Act, all other statutes, regulations, codes and ordinances, and the common law regarding wrongful discharge, harassment, negligent hiring, negligent supervision, negligent retention, fraud in the inducement, defamation, and all other common law claims**, which Employee now has, owns, or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold, at any time from the beginning of the world to the date this Agreement is executed by Employee. This Release excludes the NMCRA's obligations under this Agreement.

6. **Covenant Not to Sue.** Employee shall not (a) file or cause to be filed against the NMCRA and/or the City (including the Named Commissioners and all of their present, former, and future board members, council members, employees, agents, legal representatives, insurers, attorneys, successors, predecessors, and assigns) any action in any court, governmental agency, legal body or board concerning (i) the Employment Agreement, (ii) the employer and employee relationship between the undersigned and the NMCRA including any times prior to the effective date of the Employment Agreement and (iii) all matters related thereto, solely excepting any unfulfilled severance obligations of the NMCRA and/or (b) initiate or cause to be initiated against the NMCRA and/or the City any investigation or proceeding of any kind, to the extent permitted by law. Employee warrants and represents that he has not filed any legal proceeding of any kind, or made any type of complaint with any governmental agency, against the NMCRA and/or the City. Employee further declares and represents that as of the effective date of this Agreement, he has not suffered any on-the-job or work-related accidents or injuries, occupational disease or disability, whether temporary, permanent, partial or total. Employee represents that he has no knowledge of any violation of the law or any NMCRA and/or City policies or standards of conduct by him or any of the NMCRA's and/or the City's other employees or contractors during the course of his employment with the NMCRA or otherwise, or is aware of any circumstance which could lead to a claim and/or filing of a lawsuit against the NMCRA and/or the City.

7. **Return of the NMCRA's Property.** Employee further promises and agrees that all property of the NMCRA and/or the City including, without limitation, all equipment, records, files, plans, documents, software, reports, research, and policies and procedures relating to the business of the NMCRA and/or the City in Employee's possession shall be and shall remain the sole property of the NMCRA and shall be returned to the NMCRA immediately, but no later than upon execution of this Agreement.

8. **Employee's Cooperation.** Employee shall cooperate fully with the NMCRA and with the NMCRA's counsel in connection with any present or future actual or threatened litigation or administrative proceedings involving the NMCRA or its board members, council members, agents, employees, successors or assigns and relating to events or conduct occurring (or claimed to have occurred) during the period of Employee's employment with the NMCRA. This cooperation shall include, but not be limited to, (a) making yourself reasonably available for interviews and discussions with the NMCRA's and/or NMCRA's counsel or the NMCRA's employee(s) or representative(s) with regard to employment issues and litigation matters, as well as for depositions and trial testimony, (b) making yourself reasonably available and cooperating in the preparation of any depositions or trial testimony as and to the extent that the NMCRA or the NMCRA's counsel reasonably request, (c) refraining from intentionally impeding in any way the NMCRA's prosecution or defense of such litigation or administrative proceeding, and (d) cooperating fully in the development and presentation of the NMCRA's prosecution or defense of such litigation or administrative proceeding. The NMCRA will reimburse Employee for her reasonable travel, telephone and similar expenses incurred in connection with such cooperation.

9. **References.** If contacted by a prospective or new employer of Employee, the NMCRA will only confirm dates of employment, positions held, and date of separation.

10. **Non-Disparagement.** The Parties agree not to disparage one another. Employee shall not take any action or make any comments which might embarrass, harass or adversely affect the NMCRA and/or the City (including the Named Commissioners and all of their present, former, and future board members, council members, employees, agents, legal representatives, insurers, attorneys, successors, predecessors, and assigns), or their business operations, practices or services. In particular, Employee agrees not to speak with or communicate in any way with the press or media, the NMCRA's employees or any entity that has a business relationship with the NMCRA and/or the City including, but not limited to, State of Florida, Miami-Dade County, and any other governmental authority, in order to disparage the good reputation or business practices of the NMCRA and/or the City or any of their current or former commissioners, board members and/or employees, (including, without limitation, the Named Commissioners). Employee further agrees not to participate in any lawsuit, other proceeding, or investigation against the NMCRA and/or the City, unless compelled to do so by a court of competent jurisdiction. If Employee is requested to participate in any lawsuit, other proceeding, or investigation against the NMCRA and/or the City, Employee agrees to immediately notify the NMCRA and/or the City in writing of such request, to the extent permitted by applicable law.

11. **Attorneys' Fees and Costs.** Each Party shall bear their own attorneys' fees, and any other types of fees, and all costs, including, but not limited to, all fees and costs of any kind incurred in connection with the negotiation and preparation of this Agreement.

12. **No Admission of Liability.** By entering into this Agreement, no Party admits any liability or wrongdoing.

13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws provisions. Venue for any litigation relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Miami-Dade County, Florida. Employee agrees that any such court shall have personal jurisdiction over Employee with respect to any litigation relating to this Agreement. In the event an action is instituted relating to or arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including an award of reasonable attorneys' fees and costs through all appeals.

14. **JURY WAIVER. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY PROCEEDING INVOLVING A DISPUTE UNDER THIS AGREEMENT, OR IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT.**

15. **No Assignment.** Employee represents and warrants that he has the sole right and exclusive authority to execute this Agreement and receive such sums specified herein. This Agreement shall not be assignable by Employee.

16. **Severability of Invalid Provisions.** The provisions of this Agreement are severable, and, if any part of it is found or held to be invalid or unenforceable, the other provisions shall remain fully valid and enforceable.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between Employee and the NMCRA relating to Employee's employment and termination, and supersedes any and all prior oral and written agreements or understandings relating to Employee's employment and termination. This Agreement may not be amended or modified except by a written instrument signed by the Parties specifically stating that this Agreement is being modified and specifying which terms are being modified.

18. **NMCRA's Remedies Upon Breach.** Employee agrees that a breach of this Agreement may result in irreparable and continuing damage to the NMCRA, for which there will be no adequate remedy at law. In the event of a breach of any provision of this Agreement by Employee, the NMCRA shall immediately be entitled to pursue any and all remedies it may have against Employee in any court of competent jurisdiction by specific performance, injunction, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. In the event that Employee breaches any provision of this Agreement, other than bringing a challenge to the validity of this waiver, the NMCRA shall have no obligation to pay any Severance Consideration under this Agreement if such payment has not already been made.

19. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one agreement. Facsimile signatures shall be binding, as are scanned electronic signatures sent via e-mail.

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IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first written above.


EMPLOYEE:



CORNELIUS SHIVER

NMCRA:

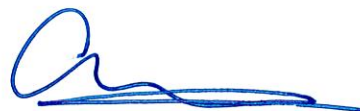
NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY, a public body
corporate and politic


By: _____
Name: Kevin Crowder for BusinessPlan LLC
Title: Interim Executive Director

Attest:

By:  _____
Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:


By: _____
Taylor English Duma, LLP
CRA Attorney