

EMPLOYMENT AGREEMENT

BETWEEN

DARVIN WILLIAMS AND

THE CITY OF NORTH MIAMI BEACH

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into as of the 2nd day of February, 2026 by and between the City of North Miami Beach, Florida, a Florida municipal corporation located in Miami-Dade County (the “City”), and Darvin Williams, an individual residing in Miami Dade County (“Williams”). The City and Williams may be referred to herein individually as a “Party,” and collectively as the “Parties”.

RECITALS:

WHEREAS, on January 20, 2026, the City Commission voted to employ the services of Darvin Williams, as the City Manager of the City of North Miami Beach, Florida, as provided for in Section 3.1 of the Town Charter (the “City Manager”); and

WHEREAS, it is the desire of the City Commission:

- (1) To retain the services of Williams as City Manager and to provide inducement for him to remain in such employment; and
- (2) To make possible full work productivity by assuring Williams’s morale and peace of mind with respect to future work security; and
- (3) To provide a means for terminating Williams’s services at such time that it is deemed expedient to do so by decision of either Party or both Parties; and
- (4) To establish standards of performance for Williams to act as a guide to ensure accountability; and

WHEREAS, Williams desires to accept employment as the City Manager of the City of North Miami Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

AGREEMENT:

Section 1. Duties

1.1 The City hereby employs Williams as City Manager of the City to perform the functions and duties as specified in the City Charter and by City Code of Ordinances, and to perform other legally permissible and proper duties and functions as the City Commission periodically assigns.

1.2 Williams shall discharge the duties of City Manager in accordance with the terms, conditions, and provisions contained in this Agreement, the City Charter, and any applicable employment policies, as may be established and amended from time to time and in a professional and respectable fashion.

1.3 During the term of this Agreement, Williams will not have set work hours or a set work schedule. Williams acknowledges that the duties of the City Manager will be variable and may require work after the City's regular business hours, on nights, weekends, and holidays. Williams agrees to devote his best efforts and the time and energy necessary to fully perform City Manager's duties under this Agreement. Williams further agrees to be exclusively employed by the City during the term of this Agreement, however, Williams reserves the right to provide consulting services and teaching opportunities outside the City, provided Williams advises and obtains the approval of the City of such limited engagement. The City agrees that Williams may participate in such endeavors during the term of this Agreement on his personal time, provided same does not interfere with his duties as City Manager.

1.4 If Williams is out of the office on vacation or attending training and unable to perform his duties as City Manager, Williams shall designate his deputy or another employee of the City to serve as an Acting City Manager for such length of time as may be needed for Williams to resume his duties. In the event Williams has a leave of absence, Williams shall designate his deputy or another employee of the City to serve as Acting City Manager. The Mayor and City Commission reserve the right to nominate and approve an Acting City Manager different than that individual so designated by Williams during Williams's leave of absence.

1.5 Annually, the City Commission and Williams shall define and prioritize goals and performance objectives that they determine necessary for the proper operation of the City.

Section 2. Term of Agreement

2.1 This Agreement shall commence and be effective as of February 3, 2026, and shall remain in effect until terminated by either Party as provided herein. Williams acknowledges that employment with the City is on an at-will basis and that Williams serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate Williams, with or without cause or notice, subject only to the provisions set forth in Section 4 of this Agreement and in accordance with the City Charter.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Williams to resign at any time from the position of City Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

3.1 The City agrees to pay Williams as compensation for his services under this Agreement an initial annual salary of _____ dollars (\$ _____), payable in installments at the same time as other City employees are paid (the "Base Salary). This Base

Salary, and any subsequent increases as provided herein, is subject to all legally required deductions.

3.2 Commencing with October 1, 2026, and each fiscal year thereafter, City Manager shall be entitled to an automatic cost-of-living increase to the Base Salary if such cost-of-living increase is approved by the City for its general, non-union employees. The City Commission reserves the right to increase or reduce any such cost-of-living increase given to the City Manager by a majority vote of the Commission.

3.3 The City Commission, at its option, may conduct an annual evaluation of the City Manager's performance. At such time, or for each new fiscal year, the City Commission may increase the Base Salary and/or other benefits in such amounts and to such an extent as the majority of the City Commission may determine desirable based on City Manager's performance. The annual evaluation shall be in such form as the City Commission deems appropriate and shall take place prior to October 1st, in accordance with procedures established by the City Commission. Nothing herein shall require the City to increase the Base Salary and/or other benefits of City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement. However, at no time during the City Manager's employment with the City shall the City Manager's salary or other compensation be decreased, and any such decrease shall constitute a constructive termination.

Section 4. Termination by the City

4.1 Williams is employed at will and serves at the pleasure of the Mayor and City Commission. This Agreement and his employment may be terminated by the City at any time and for any reason or for no reason, subject only to the provisions of this Agreement and in accordance with Section 3.1 of the City Charter.

4.2 Should the City Commission terminate the services of Williams without cause during such time as Williams remains willing to perform his duties under this Agreement, or force his resignation as City Manager (constructive termination), the City agrees to pay City Manager severance in an amount equal to fifteen weeks salary and benefits within the first year of this agreement, and twenty weeks salary and benefits after one year of employment, or thereafter. The City shall pay the severance amount within thirty days following the termination. In addition, the City Manager shall receive his accrued retirement contribution, and any accrued and unpaid vacation, personal, and sick leave earned.

4.3 Severance pay shall not include those items enumerated in Section 6, Section 7, Section 8, Section 10, Section 12, Section 13, or Section 14 herein. Such Severance pay may not exceed an amount greater than as set out in and defined in Section 215.425(d), *Florida Statutes*. In consideration of receiving the Severance Pay, Williams shall execute a general release in favor of the City and in a form acceptable to the City Attorney. After Williams' full and sufficient receipt of Severance pay, the City shall have no further financial obligation to Williams, except for the payment of pension and retirement benefits, benefits earned during his employment with the City, and benefits otherwise required by law. Nothing contained in this Section shall prevent Employee from collecting any money earned by participating in the City's deferred compensation plans (e.g., 401(a) and 457) and/or pension plans as they may be amended from time to time.

4.4 In the event Williams is terminated “with cause”, the City shall, in lieu of the severance described above, pay to Williams severance in an amount equal to eight weeks salary and benefits. In addition, the City Manager shall receive his accrued retirement contribution, and any accrued and unpaid vacation, personal, and sick leave earned. To define “with cause”, the Parties will look to Florida case law and statutory definitions as applicable.

Nothing contained in this Section shall prevent Williams from collecting any money earned from participating in the City’s deferred compensation plans (e.g., 401(a) and 457) or pension plans as they may be amended from time to time.

Section 5. Termination by Williams

5.1 Williams may terminate this Agreement at any time upon no less than thirty (30) days advance written notice to the Mayor and City Commission. In such event, the City shall pay the City Manager accrued retirement contribution, and any accrued and unpaid vacation, personal, and sick leave earned, and any deferred compensation or pension participation, as aforesaid. These sums shall be paid within thirty (30) days of the effective date of the termination.

5.2 The City, through the City Commission, reserves the right to accelerate Williams’s resignation or voluntary termination of this Agreement earlier than the notice date provided by Williams, in which event, the payment of accrued benefits as set forth in paragraph 5.1 above shall be within thirty days of the accelerated date.

5.3 Notwithstanding the foregoing, in the event of Williams’s termination pursuant to this Section 5, the City Commission reserves the right to grant and pay Williams severance pay, in addition to any accrued and unpaid salary, sick, and vacation time earned and retirement benefits. This section shall not prohibit any claim of constructive termination.

Section 6. Automobile Allowance and Communications Equipment

6.1 The City shall, at its election, provide an automobile for Williams’s use during the term of this Agreement at no cost to Williams that may be used for personal and work purposes, provided, however, that only Williams, or another authorized City employee, may drive the vehicle. The City will pay the cost of insurance, maintenance, and repairs for the assigned automobile and will provide a gasoline allotment at the designated City facility. Williams agrees to abide by the applicable laws and rules of the road when driving the vehicle. The City reserves the right to repossess the vehicle at the sole discretion of a majority of the City Commission. The City vehicle shall be returned to the City immediately upon such decision. At the City’s election, the City may instead provide a monthly automobile allowance to the Manager in the amount of \$1,000.00 per month, inclusive of all automobile expenses incurred by the Manager.

6.2 The City shall provide Williams with a monthly cell phone allowance of \$150.00 or a City issued smart phone.

Section 7. Dues and Subscriptions

7.1 Subject to City Policy and State law, the City agrees to pay the reasonable professional dues and subscriptions necessary for Williams's contribution and participation as a member in the national, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the City.

Section 8. Professional Development

8.1 Subject to the City Policies and State Law, the City agrees to pay Williams's travel and subsistence expenses for the travel to local, State, and National conferences, committee meetings, short courses, institutes, and seminars, as permitted by the annual budget and approved by the City Commission.

8.2 In furtherance of the City's obligation to provide accessible, effective, and equitable municipal services, and recognizing the importance of the City Manager's ability to directly engage residents, business owners, and community stakeholders in their native tongue, the City shall provide for foreign language professional development for the City Manager in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) per fiscal year. Such foreign language professional development may include, but is not limited to, tuition, course fees, instructional materials, testing, and related educational expenses for languages reasonably related to the performance of the City Manager's duties and the linguistic needs of the community. Reimbursement for these expenses shall only be available to the City Manager upon presentation of paid receipts for approved expenses as set forth herein.

Section 9. Community Involvement

9.1 The City acknowledges that Williams currently participates in community civic and charitable organizations. The City agrees that Williams may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Williams's personal expense and that such work shall not interfere with Williams's duties as City Manager and shall not in any way reflect unfavorably or conflict with the City. The City acknowledges that Williams's participation in these endeavors includes, but is not limited to, participation (in person, or via the telephone or Internet) in meetings, conferences, seminars, or other activities sponsored by civic and charitable organizations. If Williams will be away from work for one or more full days because of his participation in any community or other civic organization, Williams is required to provide advance notice to and receive prior approval from the City Commission.

Section 10. Annual and Sick Leave

10.1 City Manager shall accrue annual leave in accordance with the benefits granted to tier 1 employees under the City's Pay Ranges & Benefits by Tier Policy, but no less than one hundred and sixty (160) hours per year. City Manager may not accrue more than four hundred (400) hours of annual leave. Annual leave accruals will resume once City Manager's accumulated annual leave balance falls below the allowable cap limit. City Manager may, for special situations, i.e., extended medical leave, request the City Commission increase the cap. Each

request must be in writing to the City Commission. The City Commission shall review such requests on a case-by-case basis and will be evaluated based on the reason for the request. This additional annual leave accrual may not exceed one-half of the City Manager's regular annual leave accrual. In no case would the addition over the cap be extended beyond one additional year from date of approval.

10.2 City Manager shall accrue sick leave in accordance with the benefits granted to tier 1 employees under the City's Pay Ranges & Benefits by Tier Policy, but no less than ninety-six (96) hours per year. City Manager may not accrue more than six hundred (600) hours of sick leave. Sick leave accruals will resume once City Manager's accumulated sick leave balance falls below the allowable cap limit. City Manager may, for special situations, i.e., extended medical leave, request the City Commission increase the cap. Each request must be in writing to the City Commission. The City Commission shall review such requests on a case-by-case basis and will be evaluated based on the reason for the request. This additional sick leave accrual may not exceed one-half of the City Manager's regular sick leave accrual. In no case would the addition over the cap be extended beyond one additional year from date of approval.

10.3 The Manager shall inform the City Commission in writing of the use of his annual leave. The Manager shall submit any request for extended leave to the City Commission no less than fifteen (15) days prior to the requested, anticipated time off.

Section 11. Holidays. Williams shall be entitled to any **floating holiday, regular holiday, birthday leave, or other leave time** granted to Tier 1 employees under the City's Pay Ranges & Benefits by Tier 1 Policy.

Section 12. Health, Dental, Vision, Life, Disability and Professional Insurance

A. Williams shall be entitled, at his option, to (i) receive fully paid health, dental, and vision insurance coverage for himself (as provided under, and subject to the terms and conditions of, the City's applicable group health plan), or (ii) in lieu thereof, receive a monthly allowance in the amount equal to the monthly insurance premium for such employee coverage applicable at such time. If the City Manager desires to provide coverage for his family, he may do so at the rates available to other City employees for covering their families, under any available plan.

B. The City shall provide Williams with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage (as provided under, and subject to terms and conditions of, the City's applicable group insurance plans). The City shall pay the premiums for such coverage, due for term life insurance, in the amount of two hundred thousand dollars (\$200,000.00), including all increases in the base salary during the life of the agreement. At the time of Williams's departure and official retirement from the City, he shall, at his option, be able to continue with life insurance coverage at the rate offered to employees at his expense.

C. The City shall provide Williams with professional insurance, including, but not limited

to, officers' and directors' insurance, with such policy and coverage limits as deemed appropriate by the City's risk management.

Section 13. Retirement.

13.1 Williams elects not to participate in the City Management Pension plan. In lieu of the employee's participation in the plan, The City shall make annual retirement contributions on Williams's behalf in the amount of 18% of City Manager's Base Salary. The Retirement Contribution shall be made in accordance with the City's regular payroll cycle. The City further agrees that once directed by Williams, the City will take all necessary steps to adopt and implement any authorized 410, 457, and/or other deferred compensation, individual retirement account (IRA), or any other legal deferred compensation, annuity plan and/or retirement-related tax-sheltered plan in accordance with the retirement election.

Section 14. Expense Account; Other Customary Benefits

A. Williams shall be entitled to the use of a City credit card for expenses incurred by Mr. Williams in performing his duties. Mr. Williams also retains the right to seek reimbursement for purchases made on the City's behalf using his personal funds.

B. The City shall afford Williams the right to participate in any other benefits or working conditions as provided for the Administrative Employees of the City.

Section 15. Indemnification.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, save harmless and indemnify Williams against any tort, professional liability claims or demand, or other legal action out of an alleged act or omission occurring in connection with the performance of Williams duties so long as Williams is acting within the scope of his employment. The City, or its insurance carrier, will pay or settle any such claim, suit, or judgment rendered thereon.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds as may be approved by the City Commission pursuant to the City Charter.

Section 17. Miami Dade County and Florida Code of Ethics for Public Officers and Employees

17.1 The City Manager shall uphold the tenets of the Miami-Dade County Code of Ethics and Florida Code of Ethics for Public Officers and Employees (collectively the "Code of Ethics") and shall be governed by the provisions of the ICMA Code of Ethics. Specifically, the City Manager shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office,

nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Provided, however, the City Manager may attend fundraisers for issues or candidates, excluding the City of North Miami Beach issues or Mayor/Commission seats.

17.2 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 violate the Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request the City Manager to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office.

Section 18. Notice

Notice pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, or by electronic mail at the following addresses, or at such other address as may be provided by a Party from time to time in writing:

City: Mayor Michael Joseph, Esq.
Mayor of the City of North Miami Beach
17011 NE 19th Ave.
North Miami Beach, FL 33162
micheal.joseph@citynmb.com

With a copy to: Greenspoon Marder LLP
Attn: Joseph S. Geller
200 East Broward Blvd.
Suite 1800
Fort Lauderdale Fl. 33301

Williams: Darvin Williams
City Manager
17011 NE 19th Ave.
North Miami Beach, FL 33162

With copy to: Law Offices of Norman C. Powell
1666 J.F. Kennedy Causeway, Suite 420
North Bay Village, Florida 33141

Any notice given by certified mail shall be deemed given on the date such notice is delivered, or three days after the date mailed, whichever is later. Any notice sent by electronic mail shall be considered delivered unless upon confirmed transmission.

Section 19. Other Terms and Conditions

19.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

19.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

19.3 This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager.

19.4 This Agreement contains the entire understanding of the parties. It may not be changed, except by an Agreement signed by the Parties in writing.

19.5 Florida law shall govern the construction, interpretation, and enforcement of this agreement, and the venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction. Both Parties agree voluntarily to waive any and all rights to a trial by jury of any issues so triable by right.

19.6 Upon City Manager's death, the City's obligations under this Agreement shall terminate except for:

19.6.1 Transfer of ownership of retirement funds, if any, to his designated beneficiaries; and

19.6.2 Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries; and

19.6.3 Payment of all outstanding hospitalization, medical and dental bills by the City's insurance carrier in accordance with City's insurance policies or plans; and

19.6.4 Payment of all life insurance benefits by the City's insurance carrier in accordance with the City's insurance policies or plans.

19.7 The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

19.8 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated

upon any prior representations or agreements, whether oral or written.

19.9 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the City Commission and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to a writing with the same formality as this Agreement. In the event that the City Commission desires the Manager to perform additional duties beyond those specified for performance by the City Manager in this Agreement or in the City Charter which are not within the scope of those duties traditionally performed by a City Manager, such as assuming the duties currently performed by Executive Director of the City of North Miami Beach Community Redevelopment Agency (“CRA”) or the duties which would be performed by an Executive Director of a City-aligned nonprofit charitable foundation (should the City decide to create one), then, and in that event, the City Commission and the City Manager shall negotiate and agree upon mutually satisfactory additional compensation to the City Manager for the performance of such additional duties and responsibilities.

19.10 The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by City Manager, except as specifically provided herein.

19.11 In any action or proceeding to enforce or interpret the provisions of this Agreement, each Party in such action or proceeding shall bear their own attorneys’ fees and costs.

19.12 Any monetary calculation or computation required herein shall be made by the City Finance Director, subject to verification by the Mayor and confirmation by the City Attorney.

19.13 On any matter which is not covered or addressed by this Agreement or the City Charter, the City Code of Ordinances or general City personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the City Attorney.

19.14 This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed the same instrument.

19.15 During and after City Manager’s employment with the City, regardless of how, when, or why such employment ends, City Manager shall not make, either directly or by and through another person, any oral or written negative, disparaging, or adverse statements or representations of or concerning the City, its current or former officials, employees, and/or agents. However, nothing herein shall prohibit City Manager from disclosing truthful information.

19.16 Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

19.17 While City Manager is employed by the City and thereafter, City Manager shall cooperate with the City in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the City (including, without limitation, City Manager being

available to the City upon reasonable notice for interviews and factual investigations, appearing at the City's request to give testimony without requiring service of subpoena or other legal process, volunteering to the City all pertinent information and turning over to the City all relevant public records, whether owned by the City or otherwise, which are or may come into City Manager's possession, all at times and on schedules that are reasonably consistent with City's other permitted activities and commitments).

19.18 If City Manager uses any private digital or electronic devices to conduct City business, in accordance with applicable law City Manager is responsible for retaining and providing the City upon request all public records (as defined by applicable law) on any private digital or electronic devices.

[THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above

Attest:

CITY OF NORTH MIAMI BEACH

Andrise Bernard, MMC, City Clerk

Michael Joseph, Esq., Mayor

(Seal)

**Approved as to form and legal sufficiency
for the sole use and reliance of the City of
North Miami Beach**

Individually

GREENSPOON MARDER LLP
City Attorneys
Joseph S. Geller

Darvin Williams

