



RESOLUTION # 2024- **36**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND JOSE A. VILLALOBOS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, After a long and distinguished career, Jose A. Villalobos has decided to pursue other legal practices; and

WHEREAS, as to the effective date of the Settlement Agreement, the City desires to enter into said Settlement Agreement under the terms and conditions set forth therein attached hereto as Exhibit A, by and between the City of West Miami and Jose A. Villalobos.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

- Section 1.** The foregoing "whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.
- Section 2.** The City Commission hereby approves that certain Settlement Agreement between the City of West Miami and Jose A. Villalobos, attached hereto as Exhibit A.
- Section 3.** The City Manager is authorized and directed to execute the agreement (Exhibit A).
- Section 4.** This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this **5th** day of **JUNE**, 2024.

APPROVED:



ERIC DIAZ-PADRON, MAYOR

ATTEST:

Annery Gonzalez

ANNERY GONZALEZ, CITY CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

Jose A. Villalobos

JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL VOTE:

COMMISSIONER

This Resolution was offered by *CHAVEZ, JR* who moved its adoption. The motion was seconded by *COMMISSIONER*. The vote was as follows:

BLANES

MAYOR ERIC DIAZ-PADRON
VICE-MAYOR NATALIE MILIAN ORBIS
COMMISSIONER JUAN M. BLANES
COMMISSIONER IVAN CHAVEZ, JR.
COMMISSIONER LUCIANO SUAREZ

Y
Y
Y
Y
ABSENT

MUTUAL SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement") is entered into as of the 5th day of June, 2024 (the "Effective Date"), by and between the City of West Miami ("City"), and Jose A. Villalobos ("Villalobos").

WHEREAS, the City is a municipal entity duly organized and validly existing under, and by virtue of, the laws of the State of Florida and is in good standing under such laws; and

WHEREAS, Villalobos has been serving the City as its City Attorney for over three decades; and

WHEREAS, Villalobos has remarkably represented the City with professionalism, proficiency, and genuine interest; and

WHEREAS, on May 1, 2024, the City Commission of the City of West Miami unanimously voted to ratify the Professional Services Agreement by and between the City and Villalobos; and

WHEREAS, the City and Villalobos desire to mutually agree to enter into this settlement agreement to terminate the Professional Services Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference. This contract shall be governed by the Terms and Conditions set forth herein below.

2. Standing Agreement and Term. Villalobos and the City hereby agree to terminate the Professional Services Agreement approved by the Commission on May 1, 2024. Villalobos shall remain as the City Attorney for six (6) weeks from the date of this Agreement to assist with the transition of the newly selected City Attorney.

3. Consideration. As consideration for Villalobos' promises and covenants set forth herein and in conformity with prior agreements between the City and Villalobos, the City agrees to compensate Villalobos as follows:

- a. Payment of \$50,000.00 to be paid in equal monthly installments of \$ 25,000.00 per month until paid in full. (2) COMMENCING JULY 1ST, 2024. Ab.
- b. Health Insurance. Permanent payment of Villalobos' Medical, prescription, dental and vision coverage to include Villalobos' dependent(s). Further, at the cost of the City, provide Villalobos continuation of health insurance in the form of supplemental Medicare coverage, Part B, D and G, of regular Medicare benefits, for Villalobos and his dependent. Any payment paid by Villalobos for

Part B and D of supplemental Medicare coverage, shall be reimbursed to Villalobos by the City.

- c. Life Insurance. Permanent life insurance coverage that covers a death benefit of \$100,000.00, face value, payable to Villalobos' beneficiary.

The City shall provide Villalobos with a monthly receipt of payments made towards any/all of Villalobos' insurance.

4. Transition. As partial consideration for the City's payments pursuant to Section 3, Villalobos agrees to continue rendering services to the City for six (6) weeks from the date of this Agreement, including but not limited to, attending City Commission meetings, zoning hearings, code enforcement hearings, Charter Review meetings, provide legal advice to the Commission, the Mayor and the City Manager, and prepare resolutions and ordinances as requested. In addition, during the six week period, Villalobos shall prepare the newly appointed City Attorney for his/her new position.

5. Pending Court Cases. The City is aware and understands that there are certain legal matters pending before judicial bodies, including but not limited to the following:

- a. Arcadio J. Reyes and Marie Azan Reyes v. City of West Miami
Case No. 3D2024-0167 / Lower Tribunal Case No. 2023-018-AP-01
- b. Celink v. City of West Miami, et. al.
Case No. 2023-016133-CA 01
- c. Public Employees Relations Commission (Rafael Moya)
Case No. 2024-001

The City understands and agrees that Villalobos, on behalf of the City, as attorney with Akerman LLP, has devoted considerable legal efforts and time that the city must compensate Villalobos and Akerman for.

6. Substitution of Counsel. The City agrees to procure new City counsel or specially appointed counsel to file a substitution of counsel in each and every case pending before any judicial body.


7. Default. In case of default of either party of this Agreement, the terms and conditions herein shall be enforceable by injunctive relief and other legal remedies to force the defaulting party to comply with this Agreement.

8. Entire Agreement. Except for those provisions of the Employment Agreement that are deemed incorporated herein, this Agreement constitutes and contains the complete understanding of Villalobos and the City with respect to the subject matter addressed therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

CITY:

CITY OF WEST MIAMI, a municipal corporation,

By:  _____
Name: Edward Silva
Title: City Manager

JOSE A. VILLALOBOS

By:  _____
Name: Jose A. Villalobos