

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into as of the 10th day of January, 2013 by and between the City of Doral, Florida (hereinafter called the “City”) and Joe Carollo, an individual (hereinafter called the “City Manager”). The City and the City Manager are sometimes referred to herein individually, as a “Party” and collectively, as the “Parties”.

In consideration of the mutual promises set forth in this Agreement, the City and City Manager agree as follows:

### **Section 1. Duties**

A. The City Council employs Joe Carollo as City Manager of the City of Doral, Florida, to perform the functions and duties as specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City Manager shall perform the duties of City Manager of the City in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion required of City Managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association.

C. During the term of this Agreement, City Manager will not have set work hours or a set work schedule. City Manager acknowledges that the duties of City Manager will be variable and may require work after the City’s regular business hours, and on nights, weekends and holidays. City Manager agrees to devote City Manager’s best efforts and the time and energy necessary to fully perform the duties of City Manager as required under this Agreement. City Manager further agrees to be exclusively employed by the City during the term of this Agreement.

### **Section 2. Term of Agreement**

A. City Manager acknowledges that employment with the City is on an at-will basis and that City Manager shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate City Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager, subject only to the provisions set forth in Section 6 of this Agreement.

C. This Agreement shall continue until either the City Council terminates the Agreement as specified in Section 5 or the City Manager terminates the Agreement as specified in Section 6.

**Section 3. Effective Date**

This Agreement shall be effective on January 10, 2013.

**Section 4. Salary**

A. The City agrees to pay the City Manager for his services under this Agreement a biweekly base salary of \$6,689.69 (which is \$173,932 on an annualized basis) payable at the same time as other City employees are paid. This salary is subject to all legally required deductions.

B. The City, at its option, may annually review said base salary and/or other benefits of the City Manager and increase/decrease same in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance of the City Manager. Such evaluation shall be in such form as the Council deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by City Council for the duration of this Agreement.

C. Nothing in Paragraph 4B shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

**Section 5. Termination by the City**

A. In the event the City Council wishes to terminate the City Manager, it shall do so in accordance with Section 3.02 of the Charter.

B. Should the City Council terminate the services of the City Manager, then within ten (10) business days following the termination, the City shall pay the City Manager any accrued and unpaid salary and benefits earned in accordance with the Benefits For Administrative Employees, Rule 11.5, Employees Policies and Procedures Manual 2012.

**Section 6. Termination by the City Manager**

The City Manager may terminate this Agreement at any time upon 30 days advance written notice to the Mayor and City Council. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due to City Manager up to his final day of employment. The City shall have no further financial obligation to the City Manager pursuant to this Agreement.

**Section 7. Automobile Allowance and Communications Equipment**

A. The City will provide the City Manager, at his option, with either (i) a \$500.00 per month vehicle allowance for use of his private automobile, or (ii) an automobile for his used during the term of this Agreement. If the City Manager elects to receive an automobile, the City will pay the costs of insurance, maintenance and repairs for City Manager's assigned automobile and will provide gasoline for the automobile at the City's Public Works Department. City Manager agrees to observe the applicable laws and rules of the road when driving. The City

reserves the right to take away City Manager's automobile based on City Manager's driving record. If the City Manager elects to receive the monthly allowance, the City agrees to reimburse City Manager for mileage for out-of-Miami-Dade and Broward Counties travel associated with business of the City at the same rate as other City employees are reimbursed.

B. The City will provide City Manager with a cell phone allowance of \$150.00 per month which shall be paid by the City.

### **Section 8. Dues and Subscriptions**

The City agrees to pay City Manager's professional dues for membership in the International City/County Management Association and the Florida City/County Management Association. The City shall pay other dues and subscriptions on behalf of City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

### **Section 9. Professional Development**

The City agrees to pay for the City Manager's travel and attendance at one (1) conference which shall be one of the following: (1) International City/County Managers' Association annual conference; (2) Florida City/County Managers' Association annual conference; or, (3) the Florida League of Cities' annual conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the City Council. The City shall also pay for the City Manager's travel and attendance at Miami-Dade Days in Tallahassee, Florida. The City shall pay for City Manager's attendance at other seminars, conferences and committee meetings as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

### **Section 10. Community Involvement**

The City acknowledges that City Manager currently participates in community and civic organizations. The City agrees that City Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at City Manager's personal expense. The City acknowledges that the City Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the City Manager will be away from work for one or more full days as a result of City Manager's participation in any community or other civic organization, the City Manager is required to provide advance notice to and receive prior approval from the Mayor of the City.

### **Section 11. Personal Time Off**

The City Manager shall accrue Personal Time Off (PTO) in accordance with the Benefits for Administrative Employees, Rule 11.3, Employees Policies and Procedures Manual 2012, but in no event less than at a rate of twenty six (26) days a year. The use of PTO shall be approved in writing by the Mayor, or in his absence, the Vice Mayor.

**Section 12. Holidays**

A. The City Manager is entitled to the same eleven paid holidays and two paid personal days as provided to all Administrative Employees of the City. If the City Manager works on a holiday or does not use a personal day during the year, the City Manager can bank such days for future use.

B. The City Manager may sell back to the City available PTO hours in accordance with and up to the maximums set forth in the Benefits for Administrative Employees, Rule 11.4, Employees Policies and Procedures Manual 2012, but in no event shall such maximum be less than 200 hours of PTO per calendar year. Notwithstanding the foregoing, the City Manager must maintain a minimum of one full work week of PTO in his PTO balance.

C. At the termination of this Agreement, the City Manager will be paid combined PTO and holiday/personal time accrued hereunder in accordance with and up to the maximums set forth in the Benefits for Administrative Employees, Rule 11.5, Employees Policies and Procedures Manual 2012, but in no event shall such maximum be less than 400 hours of PTO and holiday time.

**Section 13. Health, Dental, Life and Disability Insurance**

A. The City Manager shall be entitled, at his option, to (i) receive fully paid health and dental insurance coverage for he and his family (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 family coverage applicable at such time, but in no event less than \$1,000 monthly.

B. The City shall provide the City Manager 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, which coverage shall not exceed \$300,000 face amount. At the City Manager's election, the City shall, in lieu of such coverage, pay a monthly allowance to the City Manager in the amount equal to the monthly insurance premium for such coverage applicable at such time, but in no event less than \$110.25 monthly.

**Section 14. Retirement**

The City Manager shall be able to participate in the same retirement program as all other management employees of the City. The City agrees to make the 12% contribution to the 401(a) plan, in which the City Manager shall be immediately vested. The City Manager is under no obligation to make any contribution to the 401(a) plan.

**Section 15. Expense Account; Other Customary Benefits**

A. The City Manager shall be entitled to a \$500 monthly expense stipend for expenses incurred by the City Manager in the performance of his duties. The amount of the stipend may be adjusted by the City Council in each annual budget to reflect changes in the consumer price index.

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

**Section 16. Indemnification**

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

**Section 17. Bonding**

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

**Section 18. Code of Ethics**

The "Code of Ethics" promulgated by the International City/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

**Section 19. Other Terms and Conditions**

A. 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.

B. 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 waiver of any subsequent breach by that party.

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

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

E. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

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

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. 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.

H. 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.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

J. The rights and obligations herein granted are personal in nature and cannot be transferred by the City Manager.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorney's fees, including those incurred in any appeals thereof, plus costs.

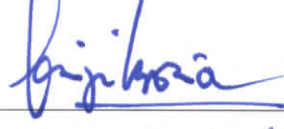
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated.

**CITY MANAGER**

  
\_\_\_\_\_  
Printed Name: Joe CAROLLO

Date: 1/10/2013

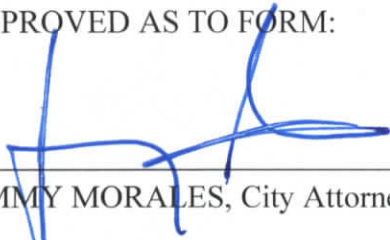
**CITY OF DORAL**

By:   
\_\_\_\_\_  
Printed Name: LUIGI BORIA

Title: MAYOR

Date: 1-10-13.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JIMMY MORALES, City Attorney

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, City Clerk