

**RESOLUTION NO. 14-90**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT WITH EDWARD ANTHONY ROJAS AS CITY MANAGER; PROVIDING FOR CERTAIN ADDITIONAL CONDITIONS OF EMPLOYMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on May 1, 2014, in light of a vacancy in the post of City Manager for the City of Doral (the "City"), the Mayor and Council agreed and approved the qualifications desired in, and a process by and through which to solicit the application of, candidates for the position; and

**WHEREAS**, notices providing for the qualifications and process where advertised in a variety of media, with the solicitation period ending on May 20, 2014; and

**WHEREAS**, after reviewing and vetting the various résumés that were submitted, the Mayor presented eight (8) candidates to the City Council as finalists; and

**WHEREAS**, after careful consideration of the numerous submitted résumés, the personal interviews had with each of the finalists, and the public discussions had by the City Council, and pursuant to Section 3.02 of the City Charter, the Mayor nominated Mr. Rojas to serve as the City Manager of the City at a duly noticed and called Special Council Meeting held on June 9, 2014; and

**WHEREAS**, the Mayor and City Council voted to approve the appointment of Mr. Rojas as City Manager, subject to final approval of employment agreement between the Parties; and

**WHEREAS**, the City is willing to offer the position of City Manager, and Mr. Rojas is willing to accept the appointment to the position of City Manager, pursuant to the terms and conditions of this Resolution and the Employment Agreement by and between the City and

the Mr. Rojas, attached hereto as Exhibit "A" and incorporated herein and made a part hereof by this reference; and

**WHEREAS**, the Mayor and City Council find that approving the Employment Agreement with Mr. Rojas in order to formally hire him as the City Manager is in the best interest of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Employment Agreement by and between the City and Edward A. Rojas, attached hereto as Exhibit "A", is approved and Mr. Rojas is formally hired as City Manager for the City.

**Section 3. Additional Conditions.** In addition to those terms and conditions provided in the Employment Agreement, Mr. Rojas shall have until December 31, 2014 to wind down any outside employment and/or business interests not otherwise waived or permitted by the City Council. Mr. Rojas shall also make good faith efforts to ensure that any and all records pertaining any previously approved outside business/employment activity has been duly submitted to the City Clerk.

**Section 4. Authorization.** The Mayor is hereby authorized to execute the Employment Agreement with Mr. Rojas on behalf of the City, binding the City to its terms.

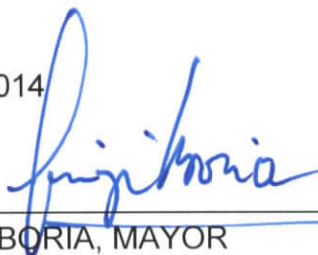
**Section 5. Implementation.** The City Manager, the City Attorney, and the City Clerk are hereby authorized to take such actions as may be necessary to implement the provisions of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez-Aguilera	Yes
Councilwoman Sandra Ruiz	No

PASSED and ADOPTED this 11<sup>h</sup> day of June, 2014



\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:



\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE, PL  
CITY ATTORNEY

# EXHIBIT “A”

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of the 11th day of June, 2014 (the "Effective Date") by and between the City of Doral, Florida, a Florida municipal corporation located in Miami-Dade County (the "City"), and Edward A. Rojas, an individual residing in Miami-Dade County (the "City Manager"). The City and the City Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

**WHEREAS**, on May 1, 2014, in light of a vacancy in the post of City Manager for the City of Doral (the "City"), the Mayor and Council agreed and approved the qualifications desired in, and a process by and through which to solicit the application of, candidates for the position; and

**WHEREAS**, notices providing for the qualifications and process were advertised in a variety of media, with the solicitation period ending on May 20, 2014; and

**WHEREAS**, after reviewing and vetting the various résumés that were submitted, the Mayor presented eight (8) candidates to the City Council as finalists; and

**WHEREAS**, after careful consideration of the numerous submitted résumés, the personal interviews had with each of the finalists, and the public discussions had by the City Council, and pursuant to Section 3.02 of the City Charter, the Mayor nominated Mr. Rojas to serve as the City Manager of the City at a duly noticed and called Special Council Meeting held on June 9, 2014; and

**WHEREAS**, the Mayor and City Council voted to approve the appointment of Mr. Rojas as City Manager, subject to final approval of employment agreement between the Parties; and

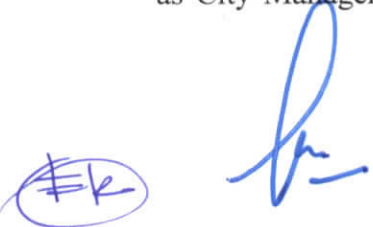
**WHEREAS**, the City is willing to offer the position of City Manager, and Mr. Rojas is willing to accept the appointment to the position of City Manager, pursuant to the terms and conditions in this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and City Manager agree as follows:

#### **Section 1. Duties**

A. The City Council hereby employs Mr. Rojas, a resident of Miami-Dade County, as City Manager of and for 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 assign from time to time.

B. The City Manager shall discharge his/her duties 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 as 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 perform fully 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.

D. In the event that City Manager is temporarily unable to perform his/her duties, City Manager shall designate an Acting City Manager for such length of time as may be needed for City Manager to resume his/her duties. The Mayor and City Council reserve the right to nominate and approve an Acting City Manager different than that individual so designated by the City Manager.

**Section 2. Term of Agreement**

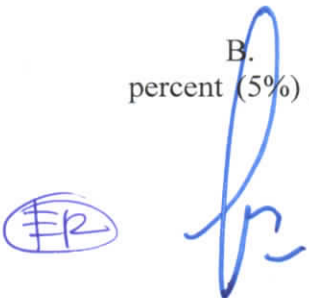
A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the City or the City Manager as provided herein. City Manager acknowledges that employment with the City is on an at-will basis and that City Manager shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the City Council to terminate City Manager at any time, subject to Section 3.02 of the City Charter.

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.

**Section 3. Salary**

A. The City agrees to pay the City Manager as compensation for his services under this Agreement an initial annual salary of ONE HUNDRED SEVENTY-THREE THOUSAND FIVE DOLLARS AND NO CENTS (\$173,500.00), payable in biweekly installments at the same time as when other City employees are paid. This salary is subject to all legally required deductions.

B. The City Manager shall be entitled to an automatic increase in salary of five percent (5%) per year, unless specifically reduced or increased by majority of the vote of the

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Council. 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, in the City Council's sole and absolute discretion. 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. Nothing herein shall require the City to increase the compensation and/or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

**Section 4. 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.

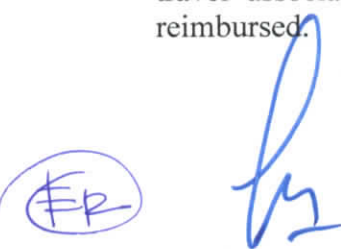
B. Should the City Council terminate the services of the City Manager, then within ten (10) business days following the termination, the City shall pay the City Manager any accrued and unpaid salary and benefits earned in accordance with the Benefits for Administrative Employees, Rule 11.5, Employees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

**Section 5. Termination by the City Manager**

The City Manager may terminate this Agreement at any time upon thirty (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 within ten (10) days of the resignation date. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. The City, through the City Council, reserves the right to dismiss and/or terminate the City Manager earlier than the resignation date provided in the notice. The City has the option to compensate the City Manager up to and through the proffered resignation date, if dismissed and/or terminated earlier.

**Section 6. Automobile Allowance and Communications Equipment**

A. The City will provide the City Manager, at his/her 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 a gasoline allotment 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.

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B. The City shall provide City Manager with a cell phone allowance of \$150.00 per month.

**Section 7. 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. If the City Manager is not a member of the International City/County Management Association, he/she shall become a member within ninety (90) days of execution of this Agreement. 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 8. 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 9. 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 10. 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.

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## **Section 11. 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 more 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 more than 400 hours of PTO and holiday time.

## **Section 12. Health, Dental, Life, Disability and Professional Insurance**

A. The City Manager shall be entitled, at his option, to (i) receive fully paid health and dental insurance coverage for he/she and his/her 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 shall such allowance exceed ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) 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 \$300,000.00 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 shall such allowance exceed ONE HUNDRED TEN DOLLARS AND TWENTY FIVE CENTS (\$110.25) monthly.

C. The City shall provide the City Manager 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 consultant.

## **Section 13. 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 a contribution to the City Manager's 401 (a) plan in amount not to exceed TWELVE PERCENT (12%) of his/her then-

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current, annual salary, 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. The City's contribution to the City Manager's 401(a) plan is subject to the availability of funds each fiscal year, which the City Council, in its absolute discretion, may refuse to fund for any given year and/or number of years.

**Section 14. Expense Account; Other Customary Benefits**

A. The City Manager shall be entitled to a monthly expense stipend in the amount of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) 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. The City reserves the right to change this stipend from an automatic payment to a reimbursement payment, which would require the City Manager to submit reports and receipts corresponding to the expenses for which reimbursement would be sought.

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 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 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 16. Bonding**

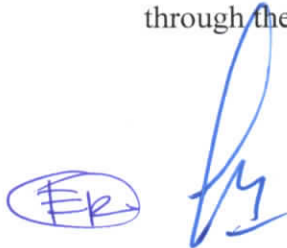
The City agrees to bear the full cost of any fidelity or other bonds as may be approved by the City Council pursuant to the City Charter.

**Section 17. 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. The City Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

**Section 18. Notice**

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

Handwritten signature and initials in blue ink. The signature is a large, stylized 'A' with a vertical line through it. To the left of the signature is a circled set of initials, possibly 'EP'.

City

Mayor Luigi Boria  
City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166

City Manager

Edward A. Rojas  
City Manager  
City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166

With a copy to the  
City Attorney

Daniel A. Espino, Esq.  
Weiss Serota Helfman Pastoriza Cole &  
Boniske, PL  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, FL 33134

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

#### **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.

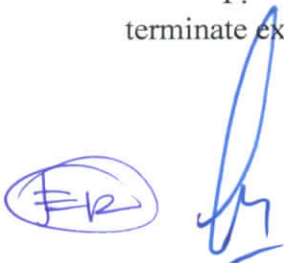
B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

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 the construction, interpretation, and enforcement of this Agreement, and 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.

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



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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 approved by the City Council 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.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the City Manager, except as provided in Section (1)(D) herein.

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.

L. Any calculation or computations required herein shall be made by the City Finance Director, subject to verification by the City Attorney.

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

N. 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 one and the same instrument.

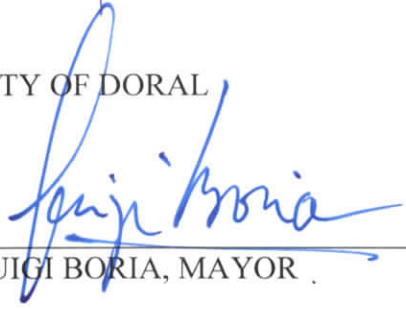


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

CITY MANAGER

  
EDWARD A. ROJAS


CITY OF DORAL

  
LUIGI BORIA, MAYOR

ATTEST:

  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

  
WEISS, SEROTA, HELEMAN, PASTORIZA  
COLE AND BONISKE  
CITY ATTORNEY

