

RESOLUTION No. 24-35

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH FRANCISCO RIOS AS INTERIM CITY MANAGER; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 24-16, the City Manager position for the City of Doral (“City”) became vacant effective February 3rd, 2024; and

WHEREAS, pursuant to Resolution No. 24-17, the Mayor and City Councilmembers appointed Francisco Rios (“Mr. Rios”) as Interim City Manager to serve in such role while City engages in the hiring process to retain a qualified and acceptable City Manager; and

WHEREAS, at the time of the aforementioned appointment, Mr. Rios was employed by the City as Deputy City Manager, and accepted the appointment as Interim City Manager conditioned upon certain terms and conditions which are more particularly set forth in Resolution 24-17; and

WHEREAS, the City Council wishes to memorialize the understanding of the parties by approving an Employment Agreement by and between the City and Mr. Rios, attached hereto as Exhibit “A” and incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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 Francisco Rios, attached hereto as Exhibit “A”, is approved.

Section 3. Authorization. The Mayor is hereby authorized to execute the Employment Agreement with Mr. Rios on behalf of the City, binding the City to its terms.

Section 4. 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 the Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Porras who moved its adoption.

The motion was seconded by Vice Mayor Puig-Corve and upon being put to a vote, the

vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 20 day of February, 2024.



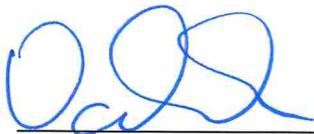
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”



INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 20TH day of February 2024, by and between the City of Doral, Florida, a Florida municipal corporation located in Miami-Dade County (the "City"), and Francisco Rios, an individual residing in Miami Dade County ("the "Interim City Manager"). The City and the City Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to Resolution No. 24-16, the City Manager position became vacant effective February 3rd, 2024; and

WHEREAS, pursuant to Resolution No. 24-17, the Mayor and City Councilmembers appointed Mr. Rios as Interim City Manager to serve in such role while City engages in the hiring process to retain a qualified and acceptable City Manager; and

WHEREAS, at the time of the aforementioned appointment, Mr. Rios was employed by the City as Deputy City Manager, and accepted the appointment as Interim City Manager conditioned upon certain terms and conditions which are more particularly set forth herein; and

WHEREAS, it is the desire of the Mayor and City Councilmembers to enter into an employment agreement to provide certain benefits and to establish certain conditions of the employment; and

WHEREAS, it is the desire of the Mayor and City Councilmembers to retain the services of Mr. Rios as Interim City Manager until such time as a permanent City Manager is appointed, after which time, Mr. Rios shall resume previous employment as the City's Deputy City Manager as set forth in this Agreement; and

WHEREAS, it is the desire of the Mayor and City Councilmembers to provide inducement for Mr. Rios to serve as the Interim City Manager, 1) to make possible full work productivity by assuring the Interim City Manager's morale and peace of mind with respect to future security; 2) to provide means for terminating the Interim City Manager services upon the appointment of a full-time, permanent City Manager, and providing security to Mr. Rios that he may resume his previous employment as the City's Deputy City Manager for a term of not less than ninety (90) days, subject to certain conditions, as more particularly set forth herein; 3) to

act as a guide to insure accountability and establish standards of performance; and

WHEREAS, the Interim City Manager desires to enter into an employment agreement with the City of Doral;

Now, therefore in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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 Mr. Rios agree as follows:

Section I. Duties

- A. The City Council hereby employs Mr. Rios, a resident of Miami Dade County, as Interim City Manager of and for the City of Doral, Florida, to perform the functions and duties as specified in the City Charter and by City Ordinances, and to perform other legally permissible and proper duties and functions as the City Council periodically assigns.
- B. Mr. Rios shall discharge the duties of Interim 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.
- C. During the term of this Agreement, Mr. Rios will not have set work hours or a set work schedule. Mr. Rios acknowledges that the duties of Interim City Manager will be variable and may require work after the City's regular business hours, and on nights, weekends and holidays. Mr. Rios agrees to devote his best efforts and the time and energy necessary to perform fully the duties of Interim City Manager as required under this Agreement. Mr. Rios further agrees to be exclusively employed by the City during the term of this Agreement.
- D. If Mr. Rios is out of the office on vacation or attending training and unable to perform his duties, Mr. Rios shall designate his Assistant City Manager or another employee of the City to serve as an acting Interim City Manager for such length of time as may be needed for Mr. Rios to resume his duties. In the event Mr. Rios has a leave of absence, Mr. Rios shall nominate the Assistant City Manager or another employee of the City to serve as Interim City Manager. The Mayor and City Council reserve the right to nominate and approve an Interim City Manager different than that individual so designated by Mr. Rios

during Mr. Rios's extended leave of absence.

Section 2. Term of Agreement

- A. This Agreement shall commence retroactively to February 5, 2024 and shall remain in effect until terminated by the City or Mr. Rios as provided in this Agreement, or a full-time permanent City Manager is hired, whichever occurs first. Notwithstanding the foregoing, the provisions related to the 90-Day Period in Section 4 shall survive termination of this Agreement.
- B. Mr. Rios acknowledges that employment with the City is on an at-will basis and nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the City to terminate Mr. Rios at any time.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mr. Rios to resign at any time from the position of Interim City Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

- A. The City agrees to continue to pay Mr. Rios his current salary as compensation for his services under this Agreement, with an additional 5% Temporary Service Out of Rank (TSOR) in accordance with Section 12.9 of the Employee Policies and Procedures Manual.

Section 4. Termination by the City

- A. At such time as a full-time City Manager other than Mr. Rios is appointed as a City Manager, or in the event the City Council directs Mr. Rios to return to his position as Deputy City Manager, Mr. Rios shall be returned to and resume his previous position as Deputy City Manager. Commencing upon the date Mr. Rios returns to and resumes his previous position as Deputy City Manager, and for ninety (90) days thereafter (the "90-Day Period"), should the City terminate Mr. Rios without Cause, or Mr. Rios is asked or forced to resign by the newly appointed City Manager in writing within said 90-Day Period, then the City agrees to pay Mr. Rios a severance in an amount equal to (20) weeks of salary, within thirty (30) days following the termination, inclusive of accrued retirement contribution, any accrued and unpaid salary, and PTO time earned.
- B. Should the City Council terminate the services of Mr. Rios while serving as Interim Manager without Cause, then the City agrees to pay Mr. Rios a severance in an amount equal to (20) weeks of salary, within thirty (30) business days following the termination, inclusive of accrued retirement contribution, any accrued and unpaid salary, and PTO time

earned.

- C. **Employment at Will.** Mr. Rios's employment may be terminated by the City at any time and for any reason or for no reason, subject only to the express Termination provisions of this Agreement.
- D. The City shall have no obligation to pay the severance payments set forth in Sections 4-A and 4-B of this Agreement should Mr. Rios's employment with the City be terminated for Cause. Cause shall be defined as the following events: the commission of an illegal act, or for misconduct as defined in Sec. 443.036(29) F.S. In the event Mr. Rios is terminated for Cause by the City Council, the City shall pay Mr. Rios any payments due for work performed through the date of termination and other payments due, if any, upon terms and conditions applicable to City employees and shall have no further liability to Mr. Rios whatsoever, including no obligation to pay the Severance Payments as defined in Sections 4-A and 4-B.

Section 5. Termination by the Interim City Manager

Mr. Rios may terminate this Agreement at any time upon no less than sixty (60) days advance written notice to the Mayor and City Council.

Section 6. Automobile Allowance and Communications Equipment

- A. The City will provide Mr. Rios, at his option, with either (i) a \$700.00 per month vehicle allowance for an automobile that may be used personal and work purposes, or (ii) an automobile for his use during the term of this Agreement. If Mr. Rios elects to receive an automobile, the City will pay the costs of insurance, maintenance, sun-pass and repairs for the Interim City Manager's assigned automobile and will provide a gasoline allotment for the automobile at the City's Public Works Facility. Mr. Rios agrees to observe the applicable laws and rules of the road when driving. The City reserves the right to take away Mr. Rios's automobile, on any grounds, including, but not limited to, financial reasons and/or Mr. Rios's driving record. If Mr. Rios elected to receive the monthly allowance, the City agrees to reimburse Mr. Rios for the mileage for out of Miami-Dade and Broward Counties travel associated with business of the City at the same rate as other employees are reimbursed.
- B. The City shall provide Mr. Rios a cell phone allowance of \$150.00 per month.

Section 7. Dues and Subscriptions

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

Section 8. Professional Development

The City agrees to pay for the Interim City Manager's travel and attendance at two (2) conferences which shall be the following: (i) Florida Association of City/County Managers held in June in Orlando; (ii) International City /County Managers Association held in October, Nationally. The City shall pay for Mr. Rios'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 Mr. Rios currently participates in community and civic charitable organizations. The City agrees that Mr. Rios may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Mr. Rios's personal expense and that such work shall not interfere with Mr. Rios's duties as Interim City Manager and shall not in any way reflect unfavorably on the City. The City acknowledges that Mr. Rios's participation in these endeavors 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 Interim City Manager will be away from work for one or more full days because of his participation in any community or other civic organization, the Interim City Manager is required to provide advance notice to and receive prior approval from the Mayor of the City.

Section 10. Personal Time Off

Mr. Rios shall accrue Personal Time Off (PTO) in accordance with the Benefits for Administrative Employees, Rule 11.3, Employees Policies and Procedures Manual, 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, with notice to the rest of the City Council at the time of approval. Request for extended PTO shall be submitted for approval no less than fifteen (15) days prior to the requested, anticipated time off. In addition to the above, Mr. Rios will be granted an additional 75 hours of PTO time beginning each fiscal year.

Section 11. Holidays

- A. Mr. Rios is entitled to the same twelve (12) paid holidays and two (2) paid personal days as provided to all Administrative Employees of the City. If Mr. Rios works on a holiday or does not use a personal day during the year, Mr. Rios can bank such days for future use.
- B. At the termination of this Agreement, Mr. Rios will be paid combined PTO and holiday/personal time accrued hereunder in accordance with the Benefits for Administrative Employees, Rule 11.5, Employees Policies and Procedures Manual, but in no event shall such maximum be more than 1000 hours of PTO and holiday time.

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

- A. Mr. Rios shall be entitled, at his option, to (i) receive fully paid health, dental and vision insurance coverage for himself 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 shall such allowance exceed One Thousand Dollars and No Cents (\$1,000.00) monthly. Mr. Rios at the time of his official retirement from the City, shall at his option be able to continue to be covered by health, dental and vision coverage purchased at the rate offered to City employees as provided for in Section 112.0801 FS. at his expense and not the COBRA rate.

- B. The City shall provide Mr. Rios 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 eight hundred thousand dollars (\$800,000.00) face amount. At the time of Mr. Rios's 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. The benefits and provisions set forth in this Section 12-B are conditioned upon whether said coverage can be provided on a temporary basis under the controlling plan or policy.

- C. The City shall provide Mr. Rios 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. The benefits and provisions set forth in this Section 12-C are conditioned upon whether said coverage can be provided on a temporary basis under the controlling plan or policy.

Section 13. Retirement

- A. Mr. Rios shall be able to participate in the same retirement program as all other management employees of the City. The City agrees to contribute to Mr. Rios's 401(a) plan an amount not to exceed Eighteen Percent (18%) of his then current, annual salary, in which Mr. Rios shall be immediately vested, provided said contribution on a temporary basis is allowable under the controlling retirement plan documents. The City's contribution to Mr. Rios'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.

- B. The City agrees to contribute the maximum allowable amount on behalf of the Interim

City Manager into his current ICMA-RC Deferred Compensation Plan. The Interim City Manager may elect to take in cash, in whole or in part, the foregoing in the Interim City Manager's sole and absolute discretion but subject nonetheless to applicable Internal Revenue Code provisions. The City's contribution to Mr. Rios's 457 Deferred Compensation 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. Mr. Rios shall be entitled to a monthly expense stipend in the amount of Five Hundred Dollars and No Cents (\$500.00) for expenses incurred by Mr. Rios 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 Mr. Rios to submit reports and receipts corresponding to the expenses for which reimbursement would be sought.
- B. The City shall afford Mr. Rios 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 Mr. Rios 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 Mr. Rios duties so long as Mr. Rios 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 Intentional City/County Manager's Association (ICMA) of Professional Conduct is incorporated herein and by this reference made a part hereof. Mr. Rios in the performance of his 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. Mr. Rios agrees to abide the International ICMA Code

of Ethics that was adopted in 1924 whose principles serve as the foundation for the local government management profession and set the standards for excellence that may be amended by the ICMA.

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:

City: City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Interim City Manager: Francisco Rios
Interim City Manager
8401 NW 53rd Terrace
Doral, FL 33166

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 insure to the benefit of the heirs at law or personal representative of Mr. Rios.
- 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 Mr. Rios'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 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 Mr. Rios.
- 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 Mayor.
- 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 Mayor and 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.
- O. During and after Mr. Rios's employment with the City, regardless of how, when, or why such employment ends, Mr. Rios 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 Mr. Rios from disclosing truthful information if legally required, however required.
- P. As a condition precedent to the payment of severance to Mr. Rios upon his separation from the City, pursuant to Sections 4-A and 4-B, Mr. Rios, on his own behalf and on behalf of his heirs and assigns, releases and discharges the City and its officials, employees, agents, attorneys, successors, assigns and all related or affiliated organizations ("Releasees"), from any and all losses, liability, claims, demands, causes of action, grievances or suits of any type in any way connected with, relating to or arising out of any transactions, affairs or occurrences between them to date, including his termination from employment ("Claims"). Except for any rights created by this Agreement, this Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Employee in any forum, including, but not limited to, any claims for breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination in violation of public policy, employment discrimination, harassment, defamation, violation of the Labor Code, or violation of any provision of federal or state law. In addition to the Release provided for herein, Mr. Rios shall execute a separate Release prior to the City's payment of any severance as provided in Section 4-A or 4-B.

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

[SIGNATURE PAGE TO FOLLOW]

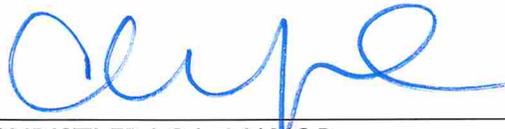
INDIVIDUALLY



FRANCISCO RIOS, INTERIM CITY
MANAGER

Date: 2/20/24

CITY OF DORAL



CHRISTI FRAGA, MAYOR

Date: 2/20/2024

ATTEST:



CONNIE DIAZ, CITY CLERK

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



VALERIE VICENTE, CITY ATTORNEY