

RESOLUTION No. 24-34

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPOINTING KATHIE G. BROOKS AS INTERIM CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT WITH KATHIE G. BROOKS FOR SAID POSITION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council terminated City Manager, Barbara Hernandez, effective February 2, 2024, which left an open position for the City Manager for the City of Doral ("City"), and pursuant to Resolution No. 24-17, the City Council appointed Francisco Rios as the Interim City Manager to serve in said position commencing on February 3, 2024; and

WHEREAS, the Mayor and City Council now desire to appoint Kathie G. Brooks as the new Interim City Manager to assist in implementing municipal government in the City; and

WHEREAS, Kathie G. Brooks shall serve as the Interim City Manager while a search committee is convened to select a permanent City Manager; and

WHEREAS, the Interim City Manager shall have all powers and duties of the City Manager set forth in Section 3.04 of the City Charter; and

WHEREAS, the City Council desires to appoint Kathie G. Brooks as Interim City Manager pursuant the terms and conditions contained in the Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to appoint Kathie G. Brooks as Interim City Manager and approve the Employment Agreement attached hereto as Exhibit "A".

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. Appointment and Approval. Kathie G. Brooks is hereby appointed as Interim City Manager for the City of Doral and shall serve until such time as a full-time permanent City Manager is appointed, subject to the terms and conditions contained in the Employment Agreement attached hereto as Exhibit "A". The Employment Agreement attached hereto as Exhibit "A" is hereby approved. Accordingly, Francisco Rios is hereby directed to resume his previous employment as the City's Deputy City Manager upon the effective date of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

The Prime Sponsor of the foregoing resolution is Councilwoman Maureen Porras.

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

Mayor Christi Fraga	No
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	No
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 20 day of February, 2024.



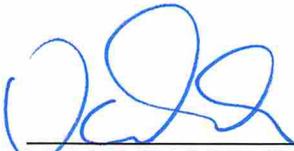
CHRISTI FRAGA, MAYOR

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”

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DORAL
AND
KATHIE G. BROOKS
INTERIM CITY MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between **KATHIE G. BROOKS** (hereinafter the "Ms. Brooks"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, with a principal address of 8401 NW 53 Terrace, Dora, Florida 33166 (hereinafter the "City").

WHEREAS, the City desires to appoint and employ Ms. Brooks as the new Interim City Manager to assist in implementing the municipal government in the City; and

WHEREAS, Ms. Brooks shall serve as the Interim City Manager while a search committee is convened to select a permanent City Manager, and until such time that a permanent City Manager is appointed; and

WHEREAS, the Interim City Manager shall have all powers and duties of the City Manager set forth in Section 3.04 of the City Charter; and

WHEREAS, Ms. Brooks and City, through mutual negotiation, have agreed on the terms and conditions contained in this Agreement; and

WHEREAS, the City Council desires to appoint Ms. Brooks as Interim City Manager pursuant to certain terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Ms. Brooks and the City agree as follows:

1. **Duties.** Ms. Brooks agrees to perform the following duties and be bound by the terms set forth herein ("Services"):
 - 1.1 Ms. Brooks shall serve as the Interim City Manager of and for the City of Doral, Florida. To that end, Ms. Brooks shall perform the functions and duties of a City Manager as specified in the City Charter and by City Ordinances and perform other legally permissible and proper duties and functions as the City Council periodically assigns.
 - 1.2 Ms. Brooks 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.

- 1.3 Ms. Brooks shall perform the duties of Interim City Manager in a professional and competent manner consistent with Code of Ethics of the International City/County Management Association (ICMA), the policies and procedures established by the City from time to time, and all applicable laws, rules, regulations, ordinances and ethical standards. Ms. Brooks agrees to abide by the policies and procedures established by the City.
- 1.4 During the term of this Agreement, Ms. Brooks will not have set work hours or a set work schedule. Ms. Brooks 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. Ms. Brooks agrees to devote her best efforts and the time and energy necessary to perform fully the duties of Interim City Manager as required under this Agreement.
- 1.5 The City acknowledges that Ms. Brooks currently participates in community and civic charitable organizations. The City agrees that Ms. Brooks may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Ms. Brooks's personal expense and that such work shall not interfere with Ms. Brooks's duties as Interim City Manager and shall not in any way reflect unfavorably on the City. The City acknowledges that Ms. Brooks'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 her 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, with notice to the City Council.
- 1.6 If Ms. Brooks is out of the office on vacation or attending training and unable to perform her duties, Ms. Brooks shall designate her deputy or another employee of the City to serve as an acting City Manager for such length of time as may be needed for Ms. Brooks to resume her duties. In the event Ms. Brooks has a leave of absence, Ms. Brooks shall nominate her deputy or another employee of the City to serve as Acting Interim City Manager. The Mayor and City Council reserve the right to nominate and approve an Acting Interim City Manager different than that individual so designated by Ms. Brooks during Ms. Brooks's extended leave of absence.

2. Term, Commencement Date, and Termination.

- 2.1 This Agreement shall become effective on February 20, 2024 and shall

continue for an indefinite period of time until terminated by Ms. Brooks or the City Council, or a full-time permanent City Manager is hired, whichever occurs first.

- 2.2 Ms. Brooks acknowledges that the position of Interim City Manager is temporary in nature and at will, and that Ms. Brooks shall serve at the pleasure of the City Council.
- 2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate Ms. Brooks' employment or this Agreement at any time, and for any reasons or for no reason. In the event the City terminates this Agreement or Ms. Brooks' employment with the City, Ms. Brooks shall not be entitled to severance.
- 2.4 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Ms. Brooks to terminate this Agreement for convenience upon 30 days advance written notice to the City Council.

3. Compensation, PTO, and Benefits.

- 3.1 **Compensation.** The City agrees to pay Ms. Brooks as compensation for her services under this Agreement a gross salary of \$20,000.00 per month, less deduction of applicable taxes (Social Security and Medicare Taxes, and income taxes withholding) payable in biweekly installments at the same time as when other City employees are paid.
- 3.2 **Personal Time Off.** Ms. Brooks 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 her absence, the Vice Mayor, with notice to the rest of the City Council at the time of approval. Any requests for PTO denied by the Mayor may be appealed to the City Council. Request for extended PTO shall be submitted for approval no less than fifteen (15) days prior to the requested, anticipated time off.
- 3.3 **Holidays.**
 - 3.3.1 Ms. Brooks 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 Ms. Brooks works on a holiday or does not use a personal day during the year, Ms. Brooks can bank such days for future use.
 - 3.3.2 At the termination of this Agreement, Ms. Brooks 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 1,000 hours of PTO and holiday time.

3.4 Health, Dental, Vision, and Professional Insurance

3.4.1 Ms. Brooks shall be entitled, at her option, to (i) receive fully paid health, dental and vision insurance coverage for herself and 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. Ms. Brooks at the time of her departure and retirement from the City, shall at her 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 F.S. at her expense and not the COBRA rate.

3.4.2 The City shall provide Ms. Brooks 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 are conditioned upon whether said coverage can be provided on a temporary basis under the controlling plan or policy.

3.4.3 Ms. Brooks acknowledges and agrees that she will not receive life or disability insurance.

4. Retirement. Ms. Brooks acknowledges and agrees that she will not participate in the City's retirement plan and benefits for employees.

5. Automobile Allowance and Communications Equipment

5.1 Vehicle Allowance. The City will provide Ms. Brooks, at her 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 her use during the term of this Agreement. If Ms. Brooks 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. Ms. Brooks agrees to observe the applicable laws and rules of the road when driving. The City reserves the right to take away Ms. Brook's automobile, on any grounds, including, but not limited to, financial reasons and/or Ms. Brook's driving record. If Ms. Brooks elected to receive the monthly

allowance, the City agrees to reimburse Ms. Brooks 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.

5.2 Cell Phone Allowance. The City shall provide Ms. Brooks a cell phone allowance of \$150.00 per month.

5.3 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.

6. Staffing Support and Other Resources

6.1 The City shall provide: (i) staffing, support, and other resources to Ms. Brooks as reasonably necessary to complete the Services and (ii) a laptop computer and all software required to furnish the Services at no cost to Ms. Brooks. To ensure the security of Ms. Brook's work product, Ms. Brooks will maintain all files and other documents produced or obtained by Ms. Brooks from third parties in connection with the Services exclusively on the City's network. Ms. Brooks will be provided with access to the City's network, system of record (Munis) and other operating software necessary to render the Services. Upon the expiration or termination of the term of this Agreement, Ms. Brooks shall return the laptop and all other equipment provided by the City to Ms. Brooks.

7. Conflict of Interest

7.1 To avoid any conflict of interest or any appearance thereof, Ms. Brooks shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter, nor shall Ms. Brooks represent any public sector entities. Ms. Brooks shall be required to comply with the City's Code of Ethics, the Miami Dade County Code of Ethics, in addition to any other laws or regulations governing public employees.

8. Non-Discrimination.

8.1 During the term of this Agreement, Ms. Brooks shall not discriminate against any City employee or applicants for employment because of their race, age, color, religion, sex, or national origin, and to abide by all Federal and State

laws regarding nondiscrimination.

9. Entire Agreement/Modification/Amendment.

9.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

9.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

10. Severability.

10.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. Compliance with Laws.

11.1 Ms. Brooks shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

12. Waiver

12.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

13. Survival of Provisions

13.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

14. Prohibition of Contingency Fees.

14.1 Ms. Brooks warrants that she has not employed or retained any company or person, other than a bona fide employee working solely for Ms. Brooks, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Ms. Brooks, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

15. Counterparts

15.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

16. Indemnification

16.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, save harmless and indemnify Ms. Brooks 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 Ms. Brooks duties so long as Ms. Brooks 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.

17. Bonding.

17.1 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.

18. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the courts of the 11th Judicial Circuit in and for Miami-Dade County, Florida or in the event of federal jurisdiction the United States District Court for the Southern District of Florida.

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Ms. Brooks, whose represents that she is duly authorized to execute same, which is witnessed therein.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Christi Fraga, Mayor

Date: 2/20/2024

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

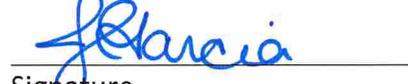


Valerie Vicente
City Attorney

Witness:

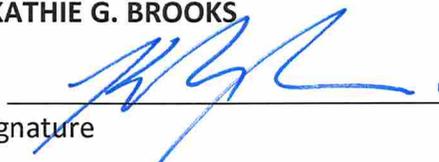


Signature
Fernando Casamayor
Print Name



Signature
Jennifer Garcia
Print Name

KATHIE G. BROOKS



Signature

Date: 2/20/24