THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

CITY MANAGER
EMPLOYMENT AGREEMENT
AMENDMENT 1

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of February 2026, by and between The City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **BRIAN L. BARROSO**, ("City Manager"), whose present address is_____.

WHEREAS, the parties hereto did on _____ enter into an Employment Agreement for the position of City of Key West City Manager ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein, it is agreed as follows:

1. Paragraph 4.A. of the Agreement is hereby amended as follows:

A. Normal Term. The term of this Agreement shall be for the period beginning on January 8, 2025, after City Manager is confirmed by the City Commission by Resolution #25-_____ and continuing for a period of ~~two (2)~~ four years, terminating at close of business (COB) on January 7, ~~2027~~ 2029. After the initial term, ~~This~~ this Agreement will automatically renew for a period of ~~two (2)~~ four years unless either the City or City Manager gives the other written notice of its or his intent to modify or terminate the Agreement. ~~Such~~ Any written notice required pursuant to Paragraph 4.A. will be given not less than one hundred twenty (120) days prior to the

expiration of any then existing term of this Agreement. For the extension the base salary will be increased in the same manner as the yearly increases for all general employees.

2. Paragraph 4.C.2. of the Agreement is hereby amended as follows:

2. By City Without Cause. City Manager acknowledges, in the position of City Manager, he serves at the pleasure of a majority of the City Commission. An action item to terminate without cause shall be made at a duly noticed meeting of the full City Commission, defined as the seven (7) members of the City Commissioner, unless a Commissioner has a conflict pursuant to Florida Statute, or there is a vacancy, and shall not be "added on" to any noticed agenda. In the event a majority vote of the full City Commission terminates this Agreement for any reason other than those in paragraph C.1. ~~during the initial two (2) year term~~, City Manager will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits and salary that would have been earned by City Manager as if still employed under this Agreement for ~~fifteen (15)~~ twenty (20) weeks after separation, in compliance with F.S. 215.425, including all prospective accruals pursuant to ~~paragraph~~ Paragraph 3 following the effective date of the separation. ~~This severance shall increase to twenty (20) weeks if terminated during the two (2) year extension. If City terminates City Manager within the six (6) month probationary period pursuant to City's probationary policy, City Manager shall receive six (6) weeks of severance compensation pursuant to F.S. 215.425.~~

3. In order to implement Grand Jury recommendation no. 12, Paragraph 4.E. is added as follows:

E. Criminal Arrest(s); Suspension by Mayor. Notwithstanding any other provisions of this Agreement, should the City Manager be arrested for a criminal offense, the Mayor shall have the ability to temporarily suspend, with pay, the City Manager pending a hearing before the City Commission regarding the City Manager's employment. The hearing shall occur within thirty (30) days but may be reasonably postponed by the City Commission.

4. Paragraph 6 of the Agreement is hereby amended as follows:

6. Base Salary. The City will pay City Manager, as and for a base salary,

the sum of ~~Two Hundred and Fifteen Thousand Dollars ($215,000.00)~~ Two Hundred and Ninety-Five Thousand Dollars ($295,000.00) per year; the base salary shall increase at the same time and same percentage rate as afforded to City Department Heads each fiscal year. Payments shall be made in accordance with the City's standard payroll procedure. ~~The City Manager acknowledges that he will serve a period of probation pursuant to City's probationary period for all employees for the first six (6) months of employment wherein he can be terminated for no cause and In such instance, City Manager shall receive six (6) weeks of compensation pursuant to F.S. 215.425. City Manager's compensation shall increase to Two Hundred and Thirty Thousand Dollars ($230,000.00) per year after the first six (6) months of successful employment. City and City Manager agree to reopen the issues of salary, benefits and health insurance after completion of the first successful year of employment, provided that City Manager has made substantial progress in obtaining certification as a Florida Certified Public Manager by the Florida City and County Management Association, or has achieved "candidate status" with the International City/County Management Association, or equivalent organization.~~

5. Paragraph 9 of the Agreement is hereby amended as follows:

9. Transportation. In lieu of exclusive use of a city-owned vehicle, City agrees to pay to the City Manager the sum of ~~Five Hundred Dollars ($500.00)~~ Nine Hundred and Fifty Dollars ($950.00) per month as, and for a transportation, vehicle and insurance allowance.

6. Paragraph 17 is hereby added to the Agreement as follows:

17. Expense Account. The City Manager shall be entitled to a monthly expense stipend in the amount of Five Hundred Dollars ($500) for expenses incurred by the City Manager in the performance of his duties. The City Commission reserves the right to change the stipend from an automatic payment to a reimbursement payment.

7. Paragraph 18 is hereby added to the Agreement as follows:

18. Education. City agrees to pay to or reimburse City Manager for costs of tuition of City Manager in attendance at a program related to public administration. City Manager must remain in the employment of the City

of a period of not less than two (2) years after completion of the approved program. If the City Manager voluntarily separates from the City within the two (2) years, he shall reimburse the City for the full cost of his tuition and other course expenses. Should this Agreement be terminated pursuant to Paragraph 4.C., there shall be no reimbursement for tuition and course expenses.

8. Except as set forth in Paragraphs 1 through 7 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

_____
KERI O'BRIEN, CITY CLERK
CITY OF KEY WEST

_____
DANISE HENRIQUEZ, CITY MAYOR
CITY OF KEY WEST

_____
BRIAN L. BARROSO, CITY MANAGER
CITY OF KEY WEST

REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:

_____
MAYANNE DOWNS
CITY ATTORNEY
CITY OF KEY WEST