RESOLUTION NO. 25-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND BRIAN L. BARROSO FOR THE POSITION OF CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its regular meeting on December 12, 2024, the City Commission selected Brian L. Barroso for the position of City Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Employment Agreement between the City of Key West and Brian L. Barroso for the position of City Manager is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of January, 2025.

Authenticated by the Presiding Officer and Clerk of the Commission on 7th day of January, 2025.

Filed with the Clerk on January 7, 2025.

Mayor Danise Henriquez	Yes
Vice Mayor Lissette Carey	Yes
Commissioner Aaron Castillo	Yes
Commissioner Monica Haskell	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Sam Kaufman	Yes
Commissioner Donald 'Donie' Lee	Yes

DANISE HENRIQUEZ, MAYOR

ATTEST:

KERI O'BRIEN, CITY CLERK

#4
25-3275

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

CITY MANAGER
EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 7th day of January 2025, 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 6846 Phillips Place Court, Charlotte, NC 28210. City and City Manager hereby agree as follows:

1. Recitals. City desires to employ a City Manager for the City of Key West, who shall be the chief executive and the administrative officer of the City in accordance with the City Charter.

2. Employment. City hereby employs City Manager as its City Manager and City Manager accepts the employment pursuant to the terms and conditions below.

3. Full Time Employment and Benefits. City and City Manager agree that the position of City Manager will be a full-time position. The parties recognize the hours worked by City Manager will necessarily require time outside typical office hours. The City Manager will dedicate forty (40) hours per week plus additional hours as are necessary to perform the duties of City Manager. City Manager shall retain the same level of benefits enjoyed as all employees including, but not limited to: retirement, sick and annual leave (Subject to buyout as other full time City employees), holidays, health, dental vision and life insurance.

4. Term of Agreement; Termination; Resignation.

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) years, terminating at COB on January 7, 2027. This Agreement will automatically renew for a period of two (2) 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 written notice will be given not less than one hundred twenty (120) days prior to the expiration of any then exiting 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.

B. Extension of Term. This Agreement can only be extended automatically pursuant to paragraph 4.A., or otherwise by subsequent vote of the City Commission if not automatically renewed as provided in paragraph 4.A.

C. Termination of Agreement.

1. By City for Cause. City can terminate this Agreement upon a finding by a majority vote of the City Commission for "Cause." Cause shall be defined as a substantial violation of the City's policies and procedures, or a violation of ordinance or law, including a finding of "misconduct" as defined by Florida Statute 443.036(29). Should City terminate this Agreement for cause as defined herein, City Manager shall not be entitled to any further compensation beyond the effective date of such termination.

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 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) weeks after separation, in compliance with F.S. 215.425, including all prospective accruals pursuant to 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. By City Manager for Breach. This Agreement may be terminated by City Manager upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following receipt of the notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of the written notice from City Manager by City.

4. By Normal Expiration. This Agreement is terminated upon its normal expiration date as stated in Section 4.A.

D. Resignation by City Manager In the event that City Manager resigns from the position prior to the normal expiration date, he will not be entitled to any payment for any sums provided for in paragraph C1 other than accruals that he is entitled to according to the City's Policies and Procedures.

5. Conflict of Interest Prohibition. The City Manager shall not, without the express prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. The City Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

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) 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.

7. Fringe Benefits. City shall provide and maintain a cellular phone and iPad to City Manager.

8. Relocation. The City agrees to reimburse City Manager all reasonable and related expenses associated with relocation from Charlotte, NC to Key West, FL limited to Ten Thousand Dollars ($10,000.00) payable within 15 days of submission of all relevant receipts.

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) per month as, and for a transportation allowance.

10. Travel Reimbursement. City agrees to pay to or reimburse City Manager for the costs of meals, other expenses and lodging incurred by City Manager that may be necessary, required, or appropriate in fulfilling City Manager's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statues, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

11. City Retirement System. City agrees that City Manager will be a member of the General Employees Retirement Plan of the City. City and City Manager will contribute such amounts at such times in accordance with standard City policy and procedure.

12. Duties and Responsibilities.

A. General. City Manager will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. The City Manager shall also perform such other legally permissible and proper duties and functions as the City Commission assigns from time-to-time.

B. Availability and Residence. City Manager will be reasonably available to City Commissioners and key City staff twenty-four (24)

hours per day. Such availability will be by telephone or electronic messaging, or in person. Pursuant to the City Manager job description, the City Manager shall establish and maintain residency up to mile marker six (6) within six months of the commencement of employment.

C. **Outside Activities.** City Manager shall be allowed to train and/or consult with other municipalities or private and public sector entities so long as it does not interfere or conflict with City business. The City Manager is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

D. **Performance Review.** City Manager understands that there shall be an annual performance review of the execution of his job responsibilities that shall be accepted by Resolution of the City Commission at the anniversary month of this agreement. During said reviews, City Manager understands that he will be given defined goals and objectives that City determines are necessary for the proper operation of the City Manager's Office and in the attainment of the City's policy objectives. City shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, City and City Manager shall mutually agree to abide by all applicable laws. City Manager, City Commissioners and the Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies prior to raising them publicly.

13. Professional Development and Memberships. The City agrees to annually budget and to pay the reasonable membership dues for professional trade associations or organizations at the national and state level. Travel and subsistence expenses of the City Manager for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue his professional development and to pursue official and other functions of the

City.

14. Personal Leave. The City and City Manager agree that, due to the variety of hours worked and requirements of the position of City Manager, interference with City Manager's family life is to be expected and it is recognized that City Manager may from time to time absent himself during normal business hours for personal or family time; provided, however, that City Manager remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time, so long that such time way does not amount to a full work day.

15. Indemnification. The City will defend, hold harmless and indemnify City Manager against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to City Manager's lawful actions in his capacity as City Manager.

16. Miscellaneous Provisions. This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neutral as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

DANISE HENRIQUEZ
MAYOR
CITY OF KEY WEST

1/7/25
Date:

BRIAN L. BARROSO
CITY MANAGER
CITY OF KEY WEST

1/7/25
Date:

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IN WITNESS WHEREOF the parties have executed this Agreement on this 7th day of January, 2025.

ATTEST:

KERI O'BRIEN
CITY CLERK
CITY OF KEY WEST

SEAL:

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REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:

RONALD J. RAMSINGH
CITY ATTORNEY
CITY OF KEY WEST