Keri O'Brien

From: Loretta DiTocco <outlook_A618686B1B7BDE86@outlook.com>
Sent: Tuesday, September 1, 2026 5:59 PM
To: City Clerk External E-Mail
Subject: [EXTERNAL] City Manager Brian Barroso Employment Agreement / 120-Day Notice

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Dear Mayor Kaufman and Members of the City Commission:

I am writing as a private Key West resident and District 1 constituent. I am unable to attend Thursday's meeting because I am out of town, so I respectfully ask that this written comment be included in the public record.

I have reviewed the original January 2025 City Manager employment agreement, the February 2026 First Amendment, and the proposed resolution before you Thursday.

I understand that the September 9 deadline creates a legitimate need for the Commission to act if the City wishes to preserve its contractual options. I therefore do not object to providing the required 120-day notice.

However, I believe it is important to distinguish **preserving the City's options from exercising those options.**

The proposed resolution itself makes that distinction. It states that the notice does not terminate the agreement, specify particular modifications, or decide whether the agreement will ultimately renew. Those substantive decisions are to be made through subsequent Commission action.

I respectfully ask the Commission to keep Thursday's action limited to that purpose.

If the notice is approved, I ask that the Commission also make clear on the record:

- Thursday's vote is **not a decision to terminate or modify the City Manager's employment agreement**;

- any substantive employment action will occur at a subsequent, properly noticed meeting;
- the public will have a meaningful opportunity to comment before that substantive decision is made; and
- the City will explain the process and timetable for that subsequent review.

The employment agreement also provides for an **annual performance review**, including defined goals and objectives, to be accepted by resolution of the City Commission. That process should be part of any substantive consideration of the City Manager's future.

The September 9 contractual deadline falls before the newly elected Commission takes office. I am not suggesting that the current Commission lacks authority to provide the required notice. Rather, I am asking that preserving the City's contractual options now not be confused with making the substantive decision about what should happen after January 7, 2027.

The incoming Commission will inherit the contractual position established by Thursday's action. It is therefore important that the eventual decision regarding termination, modification, or renewal be made through a transparent process based on a current evaluation of the City Manager's performance and the City's needs.

I am intentionally not taking a position in this comment on whether Mr. Barroso should remain City Manager. My concern is the **process, transparency, and ensuring that the contractual notice deadline does not substitute for a thoughtful public review of the City's options.**

Thank you for including my comments in the public record.

Loretta M. Di Tocco
Key West, Florida
District 1 Constituent