

RESOLUTION NO. 12 -143

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT WITH MERRETT R. STIERHEIM FOR SERVICES AS CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Mayor has appointed Merrett R. Stierheim to serve as the City Manager of the City of Doral (the "City") and such appointment has been approved by the City Council; and

WHEREAS, Merrett R. Stierheim has agreed to the terms and conditions set forth in the form of Employment Agreement attached hereto as Exhibit A (the "Employment Agreement"); and

WHEREAS, City Council believes that approval of the Employment Agreement is in the best interests of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

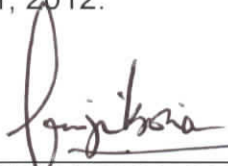
Section 1. The City Council hereby approves the Employment Agreement with Merrett R. Stierheim a copy of which is attached hereto as Exhibit A. The Mayor is hereby authorized to execute the Agreement on behalf of the City, subject to any non-material changes acceptable to the Mayor and approved by the City Attorney for legal sufficiency.

Section 2. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Mayor Boria, who moved its adoption.
The motion was seconded by Councilwoman Rodriguez Aguilera and upon being put to
a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Councilwoman Christine Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 4th day of December, 2012.

 12/4/2012


LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JIMMY MORALES, CITY ATTORNEY

EXHIBIT “A”

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 5th day of December, 2012 by and between the City of Doral, Florida (hereinafter called the "City") and Merrett R. Stierheim an individual (hereinafter called the "Employee"). The City and the Employee are sometimes referred to herein individually, as a "Party" and collectively, as the "Parties".

In consideration of the mutual promises set forth in this Agreement, the City and Employee agree as follows:

1. The City will employ Employee as City Manager of the City of Doral, Florida, to perform the functions and duties of that position specified in the City Charter and to perform such other legally permissible and proper duties and functions as assigned by the City Council.

2. Employee shall perform the duties of 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. Employee agrees to abide by the policies and procedures established by the City.

A. Employee shall also assist the Mayor of the City in identifying candidates for the position of City Manager of the City to succeed Employee after the termination of this Agreement in accordance with paragraph 3 below.

3. This Agreement shall become effective on December 5, 2012 and shall continue on a month-to-month basis for an indefinite period of time until terminated by the Employee or City Council.

A. Employee acknowledges that employment with the City is on an at-will basis and that Employee shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate Employee at any time.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time upon 30 days advance written notice to the City Council.

4. During the term of this Agreement, Employee will not have set work hours or a set work schedule. Employee acknowledges that the duties of City Manager will be variable and may require work after the City's regular business hours, and on nights, weekends and holidays. Employee agrees to devote Employee's best efforts and the time and energy necessary to fully perform the duties of City Manager as required under this Agreement. Employee further agrees

to be exclusively employed by the City during the term of this Agreement, except that Employee may continue to serve as a paid advisor to Kent Security Securities, Inc., and Government Services Group, Inc., provided that there are no conflicts between these entities and the City. In the event of a conflict during the term of this Agreement, Employee agrees to discontinue his advisory relationship with the entity and continue his employment with the City.

5. The City agrees to pay Employee a gross salary of \$9,500.00 per month (less deduction of applicable taxes (Social Security and Medicare taxes) and income tax withholding) for services rendered as City Manager, which will be payable in accordance with the City's normal payroll cycle.

6. Employee acknowledges that Employee will not participate in and will not receive any group health plan or other employee benefits from the City during the term of this Agreement. Employee further acknowledges that Employee will not participate in the City's retirement plan and benefits for employees.

7. The City will provide Employee with a cell phone (at the City's expense) for Employee's use during the term of this Agreement.

8. The City will provide Employee with an automobile for Employee's use during the term of this Agreement. The City will pay the costs of insurance, maintenance and repairs for Employee's assigned automobile and will provide gasoline for the automobile at the City's Public Works Department. Employee agrees to observe the applicable laws and rules of the road when driving. The City reserves the right to take away Employee's automobile based on Employee's driving record.

9. The City acknowledges that Employee currently participates in community and civic organizations. The City agrees that Employee may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at Employee's personal expense. The City acknowledges that the City Manager's participation in these organizations 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 Employee will be away from work for one or more full days as a result of Employee's participation in any community or other civic organization, the Employee is required to provide advance notice to and receive prior approval from the Mayor of the City.

10. Other Terms and Conditions.

A. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Employee's employment by the City, and the other subject matters contained herein, expressly superseding all prior written, oral or implied agreements and understandings.

B. The waiver by any party of any breach of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of such covenant or condition or of the breach of any other restrictive covenant or condition contained in this Agreement.

C. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent permitted by applicable law.

D. This Agreement shall not be amended, revoked, altered or modified in whole or in part, except by an agreement in writing signed by the parties.

E. 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.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of conflicts of laws, and venue shall be in Miami-Dade County, Florida.

G. This Agreement shall not be construed against any party by reason of the fact that the party may be responsible for the drafting of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated.

EMPLOYEE

CITY OF DORAL

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____