



CITY ATTORNEY EMPLOYMENT AGREEMENT

AMENDMENT #1

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 17th day of September 2018 (the "Effective Date") by and between the City of Doral, Florida, a Florida municipal corporation located in Miami-Dade County (the "City"), and Luis Figueredo, an individual residing in Miami Dade County ("Mr. Figueredo"). The City and the City Attorney may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, as a result of the City Council's desire to employ an in house City Attorney for the City of Doral (the "City Attorney"), and in accordance with the City Charter, the City Council convened a City Attorney Search Committee (the "Search Committee"), which had various meetings to attract, vet, and recommend candidates to the City Council to fill the position; and

WHEREAS, on July 20th, 2018, the Search Committee held interviews and recommended a total of three (3) applicants, including Mr. Figueredo, to the City Council for consideration; and

WHEREAS, after reviewing the transmitted names and interviewing the applicants, the Mayor and City Council voted unanimously to approve the appointment of Mr. Figueredo as City Attorney, subject to final approval of employment agreement between the Parties; and

WHEREAS, the City is willing to offer the position of City Attorney, and Mr. Figueredo is willing to accept the appointment to the position of City Attorney, pursuant to the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and Mr. Figueredo agree as follows:

Section I. Duties

A. The City Council hereby employs Mr. Figueredo, a resident of Miami Dade County, as



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Section I. Duties

A. The City Council hereby employs Mr. Figueredo, a resident of Miami Dade County, as

City Attorney of and for the City of Doral, Florida, to perform the functions and duties as specified in the City Charter and by City Ordinances, and to perform other legally permissible and proper duties and functions as the City Council periodically assigns.

- B. Mr. Figueredo shall discharge the duties of City Attorney 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 as required of city attorneys generally and as required by the Florida Bar.
- C. During the term of this Agreement, Mr. Figueredo will not have set work hours or a set work schedule. Mr. Figueredo acknowledges that the duties of City Attorney will be variable and may require work after the City's regular business hours, and on nights, weekends and holidays. Mr. Figueredo agrees to devote his best efforts and the time and energy necessary to perform fully the duties of City Attorney as required under this Agreement. Mr. Figueredo further agrees to be exclusively employed by the City during the term of this Agreement. Mr. Figueredo, however, may continue to serve as General Counsel to the Housing Authority of the City of Miami Beach until such time as the Housing Authority retains a new General Counsel through the RFP process.
- D. In the event that Mr. Figueredo is temporarily unable to perform his duties, Mr. Figueredo shall designate an Acting City Attorney for such length of time as may be needed for Mr. Figueredo to resume his duties. The Mayor and City Council reserve the right to nominate and approve an Acting City Attorney different than that individual so designated by Mr. Figueredo.

Section 2. Term of Agreement

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the City or Mr. Figueredo as provided herein. Mr. Figueredo acknowledges that employment with the City is on an at-will basis and that Mr. Figueredo shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the City Council to terminate Mr. Figueredo at any time, subject to Section 3.03 of the City Charter.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Figueredo to resign at any time from the position of City Attorney, subject only to the provisions set forth in Section 6 of this Agreement.

Section 3. Salary

- A. The City agrees to pay Mr. Figueredo as compensation for his services under this Agreement an initial annual salary of ONE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$180,000.00), payable in biweekly installments at the same time as when other City employees are paid. This salary is subject to all legally required deductions.

- B. Mr. Figueredo shall be entitled to an automatic increase in salary of five percent (5%) per year, unless specifically reduced or increased by majority of the vote of the Council. The City, at its option, may annually review said base salary and/or other benefits of Mr. Figueredo and increase/decrease same in such amounts and to such an extent as the City Council may determine desirable on the basis of Mr. Figueredo's performance, in the City Council's sole and absolute discretion. Such evaluation shall be in such form as the Council deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by City Council for the duration of this Agreement. Nothing herein shall require the City to increase the compensation and/or other benefits of Mr. Figueredo. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

Section 4. Termination by the City

- A. In the event the City Council wishes to terminate Mr. Figueredo, it shall do so in accordance with Section 3.03 of the Charter.

- B. Should the City Council terminate the services of Mr. Figueredo, then within ten (10) business days following the termination, the City shall pay Mr. Figueredo any accrued and unpaid salary and benefits earned in accordance with the Benefits for Administrative Employees, Rule 11.5, Employees Policies and Procedures Manual, as may be amended from time to time. Additionally, the City Attorney shall be entitled to severance in an amount equal to twenty (20) weeks of severance, in accordance with Florida Statute § 215.425, inclusive of any accrued retirement contribution, any accrued and unpaid salary and PTO time earned, provided that Mr. Figueredo is not being removed from office on the grounds that he has committed an intentional, malicious, or reckless act that constitutes a violation of Federal, State, County and/or City laws, including, but not limited to, codes of ethics at any level.

Section 5. Termination by the City Attorney

Mr. Figueredo may terminate this Agreement at any time upon ninety (90) days advance written notice to the Mayor and City Council. If Mr. Figueredo voluntarily resigns pursuant to this Section, the City shall pay to Mr. Figueredo all accrued compensation and PTO time earned due

to him up to his final day of employment within ten (10) days of the resignation date. The City shall have no further financial obligation to the Mr. Figueredo pursuant to this Agreement, including, but not limited to, obligation to pay the severance required upon City initiated termination. The City, through the City Council, reserves the right to dismiss and/or terminate Mr. Figueredo earlier than the resignation date provided in the notice. The City has the option to compensate the Mr. Figueredo up to and through the proffered resignation date, if dismissed and/or terminated earlier. The decision of the City Council to terminate in advance of the resignation date does not trigger the obligation to pay the severance provided in Section 4 of this agreement.

Section 6. Automobile Allowance and Communications Equipment

- A. The City will provide Mr. Figueredo, at his option, with either (i) a \$700.00 per month vehicle allowance for use of his private automobile, or (ii) an automobile for his use during the term of this Agreement. If Mr. Figueredo elects to receive an automobile, the City will pay the costs of insurance, maintenance, a sunpass device and repairs for City Attorney's assigned automobile and will provide a gasoline allotment for the automobile at the City's Public Works Department. Mr. Figueredo agrees to observe the applicable laws and rules of the road when driving. The City reserves the right to take away Mr. Figueredo's automobile, on any grounds, including, but not limited to, financial reasons and/or Mr. Figueredo's driving record. If Mr. Figueredo elects to receive the monthly allowance, the City agrees to reimburse Mr. Figueredo for mileage for out-of-Miami-Dade and Broward Counties travel associated with business of the City at the same rate as other City employees are reimbursed.

- B. The City shall provide Mr. Figueredo with a City issued cell phone or a cell phone allowance of \$150.00 per month.

Section 7. Dues and Subscriptions

The City agrees to pay the City Attorney's professional dues for membership in the Florida Bar and the International Municipal Lawyer Association. The City shall pay other dues and subscriptions on behalf of City Attorney as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 8. Professional Development

The City agrees to pay for the City Attorney's travel and attendance at one conference which shall be one of the following: (i) National Bar Association conference; (ii) Florida Bar State and Local Annual conference; or (iii) Florida Municipal Attorney Association conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the City Council. The City shall pay for Mr. Figueredo's

attendance at other seminars, conferences and committee meetings as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 9. Community Involvement

The City acknowledges that Mr. Figueredo currently participates in community and civic organizations and projects with Native American and Tribes. The City agrees that Mr. Figueredo may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Mr. Figueredo's personal expense. The City acknowledges that Mr. Figueredo'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 City Attorney will be away from work for one or more full days because of his participation in any community or other civic organization, the City Attorney is required to provide advance notice to and receive prior approval from the Mayor of the City.

Section 10. Personal Time Off

Mr. Figueredo 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 his absence, the Vice Mayor, with notice to the rest of the City Council at the time of approval. Request for extended PTO shall be submitted for approval no less than thirty (30) days prior to the requested, anticipated time off. The City Attorney will be granted an additional 75 hours of PTO time beginning each fiscal year.

Section 11. Holidays

- A. Mr. Figueredo is entitled to the same eleven (11) paid holidays and two (2) paid personal days as provided to all Administrative Employees of the City. If Mr. Figueredo works on a holiday or does not use a personal day during the year, Mr. Figueredo can bank such days for future use.
- B. Mr. Figueredo may sell back to the City available PTO hours in accordance with and up to the maximum set forth in the Benefits for Administrative Employees, Rule 11.4, Employees Policies and Procedures Manual, but in no event shall such maximum be more than 200 hours of PTO per calendar year. Notwithstanding the foregoing, Mr. Figueredo must maintain a minimum of one full work week of PTO in his PTO accrual balance.
- C. At the termination of this Agreement, Mr. Figueredo will be paid combined PTO and holiday/personal time accrued hereunder in accordance with and up to the maximum set forth in 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.

Section 12. Health, Dental, Life, Disability and Professional Insurance

- A. Mr. Figueredo shall be entitled, at his option, to (i) receive fully paid health and dental insurance coverage for himself and his 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. The City Attorney at the time of his departure and official retirement from the City, shall at his 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 FS. at his expense and not the COBRA rate.
- B. The City shall provide Mr. Figueredo with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage (as provided under, and subject to terms and conditions of, the City's applicable group insurance plans). The City shall pay the premiums for such coverage, which coverage shall not exceed seven hundred thousand dollars (\$700,000.00) face amount. At the time of the City Attorney's departure and official retirement from the City, he shall at his option, be able to continue with life insurance coverage at the rate offered to employees at his expense. At Mr. Figueredo's election, the City shall, in lieu of such coverage, pay a monthly allowance to the Mr. Figueredo in the amount equal to the monthly insurance premium for such coverage applicable at such time, but in no event shall such allowance exceed ONE HUNDRED TEN DOLLARS AND TWENTY-FIVE CENTS (\$110.25) monthly.
- C. The City shall provide Mr. Figueredo 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.

Section 13. Retirement

- A. Mr. Figueredo shall be able to participate in the same retirement program as all other management employees of the City. The City agrees to contribute to the Mr. Figueredo's 401(a) plan an amount not to exceed EIGHTEEN PERCENT (18%) of his then current, annual salary, in which Mr. Figueredo shall be immediately vested. The City's contribution to the Mr. Figueredo's 401(a) plan is subject to the availability of funds each fiscal year, which the City Council, in its absolute discretion, may refuse to fund for any given year and/or number of years.

- B. The City agrees to contribute the maximum allowable amount on behalf of the City Attorney into his current ICMA-RC Deferred Compensation Plan. The City Attorney may elect to take in cash, in whole or in part, the foregoing in the City Attorney's sole and absolute discretion but subject nonetheless to applicable Internal Revenue Code provisions. The City's contribution to City Attorneys' 457 Deferred Compensation Plan is subject to the availability of funds each fiscal year, which the City Council, in its absolute discretion, may refuse to fund for any given year and/or number of years.

Section 14. Expense Account; Other Customary Benefits

- A. Mr. Figueredo shall be entitled to a monthly expense stipend in the amount of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) for expenses incurred by Mr. Figueredo in the performance of his duties. The amount of the stipend may be adjusted by the City Council in each annual budget to reflect changes in the consumer price index. The City reserves the right to change this stipend from an automatic payment to a reimbursement payment, which would require Mr. Figueredo to submit reports and receipts corresponding to the expenses for which reimbursement would be sought.
- B. The City shall afford Mr. Figueredo the right to participate in any other benefits or working conditions as provided for the Administrative Employees of the City.

Section 15. Indemnification

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

Section 16. Bonding

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.

Section 17. Code of Ethics

The "Code of Ethics" promulgated by the Florida Bar Rules of Professional Conduct is incorporated herein and by this reference made a part hereof. Mr. Figueredo in the performance of his duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

Section 18. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

City: Mayor Juan Carlos Bermudez
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

City Clerk: Connie Diaz
City Clerk
8401 NW 53rd Terrace
Doral, FL 33166

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 19. Other Terms and Conditions

- A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Mr. Figueredo.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.
- E. Florida law shall govern the construction, interpretation, and enforcement of this agreement, and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.
- F. Upon Mr. Figueredo's death, the City's obligations under this Agreement shall terminate except for:
 - I. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
 3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
 4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.
- G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
- H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the City Council and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to a writing with the same formality as this Agreement.
- J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by Mr. Figueredo, except as provided in Section (I)(D) herein.
- K. 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.
- L. Any calculation or computations required herein shall be made by the City Finance Director, subject to verification by the City Manager.
- M. On any matter which is not covered or addressed by this Agreement or the City Charter, the general City personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the City Manager.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

INDIVIDUALLY



LUIS FIGUEREDO, ESQ
CITY ATTORNEY

Date: 2/13/19

CITY OF DORAL



JUAN CARLOS BERMUDEZ, MAYOR

Date: 2/13/19

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



JOHN HEARN, ESQ.
LAW OFFICES OF JOHN HEARN