

CITY MANAGER EMPLOYMENT

AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 13th day of January 2025 (the "Effective Date") by and between the City of Doral, Florida, a Florida municipal corporation located in Miami-Dade County (the "City"), and Zeida C. Sardinas, an individual residing in Miami-Dade County (the "City Manager"). The City and the City Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Pursuant to Section 3.02 of the City of Doral Charter, the Selection Committee nominates the City Manager which is confirmed by the City Council; and

WHEREAS, as a result of resignation, a vacancy existed in the office of City Manager; and

WHEREAS, The Selection Committee nominated, and the Council approved the appointment of, Zeida C. Sardinas as City Manager on December 26, 2024; and

WHEREAS, it is the desire of the Mayor and City Councilmembers to enter into an employment agreement to provide certain benefits to, and to establish certain conditions of the employment for, Zeida C. Sardinas; and

WHEREAS, it is the desire of the Mayor and City Councilmembers to provide inducement for Zeida C. Sardinas to remain in such employment, 1) to make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; 2) to provide means for terminating the City Manager services at such time that is deemed expedient to do so by a decision of either or both parties; and 3) to act as a guide to insure accountability and establish standards of performance; and

WHEREAS, Zeida C. Sardinas desires to enter into an employment agreement with the City of Doral.



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 Zeida C. Sardinas agree as follows:

Section 1. Duties

A. The City Council hereby employs Zeida C. Sardinas, a resident of Miami-Dade County, as City Manager 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. Zeida C. Sardinas shall discharge the duties of City Manager 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, in a professional and respectable fashion.

C. During the term of this Agreement, Zeida C. Sardinas will not have set work hours or a set work schedule. Zeida C. Sardinas 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. Zeida C. Sardinas agrees to devote her best efforts and the time and energy necessary to perform fully the duties of City Manager as required under this Agreement. Zeida C. Sardinas further agrees to be exclusively employed by the City during the term of this Agreement. The City agrees that Zeida C. Sardinas may participate in other endeavors during the term of this Agreement on her personal time, provided same does not interfere with her duties as City Manager.

D. If Zeida C. Sardinas is out of the office on vacation or attending training and unable to perform her duties, Zeida C. Sardinas shall designate her deputy or another employee of the City to serve as an acting City Manager for such length of time as may be needed for Zeida C. Sardinas to resume her duties. In the event Zeida C. Sardinas has a leave of absence, Zeida C. Sardinas shall nominate her deputy or another employee of the City to serve as Acting City Manager. The Mayor and City Council reserve the right to nominate and approve an Acting City Manager different than that individual so designated by Zeida C. Sardinas during her extended leave of absence.



Section 2. Term of Agreement

A. This Agreement shall commence on January 13, 2025, and shall remain in effect until terminated as provided herein. Zeida C. Sardinas acknowledges that employment with the City is on an at-will basis and that Zeida C. Sardinas 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 Zeida C. Sardinas 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 Zeida C. Sardinas to resign at any time from the position of City Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

A. The City agrees to pay Zeida C. Sardinas as compensation for her services under this Agreement an initial annual salary of Two Hundred Sixty-Seven Thousand Dollars and 00/100 (\$267,000.00), payable in biweekly installments at the same time as when other City employees are paid. For each City fiscal year, hereafter, commencing with October 1, 2025, the City Manager shall be entitled to receive the same cost of living increase (COLA) provided to City employees. This salary is subject to all legally required deductions.

B. The City agrees that Zeida C. Sardinas shall receive a Five Percent (5%) increase in her base salary, and that said increase shall take effect at the beginning of each fiscal year, should the Mayor and City Council find that Zeida C. Sardinas performance is unsatisfactory, the City may reduce or eliminate the prescribed Five Percent (5%) increase in Zeida C. Sardinas base salary, by majority vote of the City Council.

C. Prior to September 1, of each calendar year, at its option the City Mayor and Council, may choose to provide for an annual review of Zeida C. Sardinas' performance. The annual review of Zeida C. Sardinas performance is optional, and 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 Mayor and Council wishes to terminate Zeida C. Sardinas, it shall do so in accordance with Section 3.03 of the Charter.



B. Zeida C. Sardinas is employed at will and serves at the pleasure of the City Mayor and Council. This agreement and Zeida C. Sardinas' employment may be terminated by the City Mayor and Council at any time and for any reason or for no reason, subject only to the express termination provisions of this Agreement.

C. Should the City Mayor and Council terminate, or accept a letter of resignation in lieu of termination, the services of Zeida C. Sardinas without cause, or choose not to renew an employment agreement with Zeida Sardinas, and during such time as the City Manager is willing to perform duties under this Agreement, or the City Manager is asked or forced to resign, then in that event, the City agrees to the following: In accordance with Florida Statute § 215.425, within ten (10) business days following the termination of this agreement the City shall pay Zeida Sardinas a severance payment in an amount equal to twenty (20) weeks of her base-pay salary as described in paragraph 3-A, inclusive of accrued retirement contribution, and any accrued and unpaid salary and PTO time earned.

D. Should the City terminate this Agreement with Cause, in the event that Zeida C. Sardinas has committed an illegal act or for misconduct as referenced in Sec. 215.425(4)(a)(2), F.S. the City shall pay Zeida C. Sardinas any payments due for work performed through the date of termination and other payments due, if any, upon terms and conditions applicable to City employees and shall have no further liability to Zeida C. Sardinas whatsoever, including no obligation to pay the Severance Payments as defined in Section 4-C.

Section 5. Termination by the City Manager

A. Upon serving six (6) months as City Manager, Zeida C. Sardinas may terminate this Agreement at any time, upon no less than ninety (90) days advance written notice to the Mayor. At that time, the City shall be obligated to pay Zeida C. Sardinas any accrued and unpaid salary and PTO time earned. However, if Zeida C. Sardinas voluntarily resigns with less than ninety (90) day notice to the City, the City shall not be responsible for the payment of unpaid salary and PTO time earned. The City, within ten (10) days of Zeida C. Sardinas' resignation date, shall pay Zeida C. Sardinas all accrued compensation due up to and including her final day of employment. The City shall have no further financial obligation to Zeida C. Sardinas pursuant to this Agreement, including, but not limited to, obligation to pay the severance required upon City initiated termination.



B. Should Zeida C. Sardinas exercise her right to terminate this agreement as provided in paragraph 5-A, the City reserves the right to dismiss and/or terminate Zeida C. Sardinas at any time after receiving a notice of resignation. In the event that the City exercises this right, the City shall pay Zeida C. Sardinas any accrued and unpaid salary and PTO time earned up to the date of the City's termination.

Section 6. Automobile Allowance and Communications Equipment

- A. The City will provide Zeida C. Sardinas, with a \$700.00 per month vehicle allowance for a vehicle that may be used for personal and work purposes.
- B. The City shall provide Zeida C. Sardinas a cell phone allowance of \$150.00 per month.

Section 7. Dues and Subscriptions

Subject to the City's Code of Ordinances and adopted policies, applicable local and state law, and with the approval of the City Mayor, the City agrees to pay the reasonable professional dues and subscriptions of Zeida Sardinas necessary for her participation as a member in national, regional, state and local professional associations and organizations desirable for her professional participation, growth, and advancement, and for the good of the City.

Section 8. Professional Development

Subject to the City's Code of Ordinances and adopted policy, applicable local and state law, and with the approval of the City Mayor, the City agrees to pay for Zeida Sardinas reasonable and customary travel and sustenance expenses for official travel, meetings, seminars and courses that may be necessary to pursue her professional, official or other City functions, subject to the condition that all such travel and expenses must be pre-approved by the City Mayor.

Section 9. Community Involvement

The City acknowledges that Zeida C. Sardinas currently participates in community, civic, and charitable organizations. The City agrees that Zeida C. Sardinas may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Zeida C. Sardinas personal expense and that such work shall not interfere with Zeida C. Sardinas duties as City Manager and shall not in any way reflect unfavorably on the City. The City acknowledges that Zeida C. Sardinas 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 Manager will be away from work for one or more full days because of her participation in any community or other civic organization, the City Manager is required to provide advance notice to and receive prior approval from the City Mayor.

Section 10. Personal Time Off

Zeida C. Sardinas shall accrue personal time off (PTO) in accordance with the Benefits for Administrative Employees, Section 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 her 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 fifteen (15) days prior to the requested, anticipated time off. In addition to the above, Zeida C. Sardinas will be granted an additional 80 hours of PTO time, upon hire and at the beginning of each fiscal year.

Section 11. Holidays

A. Zeida C. Sardinas is entitled to the same twelve (12) paid holidays and two (2) paid personal days as provided to all Administrative Employees of the City. If Zeida C. Sardinas works on a holiday or does not use a personal day during the year, Zeida C. Sardinas can "bank" such days for future use.

B. At the termination of this Agreement, Zeida C. Sardinas will be paid combined PTO and holiday/personal time accrued hereunder in accordance with the Benefits for Administrative Employees, Section 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, Vision, Life, Disability and Professional Insurance

A. Zeida C. Sardinas shall be entitled, at her option, to (i) receive fully paid health, dental and vision insurance coverage for himself and her 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. Zeida C. Sardinas at the time of her departure and official retirement from the City, shall at her 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 Florida Statute § 112.0801, at her expense and not the COBRA rate.

B. The City shall provide Zeida C. Sardinas 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 Eight Hundred Thousand Dollars (\$800,000.00) face amount. At the time of Zeida C. Sardinas departure and official retirement from the City, he shall at her option, be able to continue with life insurance coverage at the rate offered to employees at her expense.

C. The City shall provide Zeida C. Sardinas 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. Zeida C. Sardinas shall be able to participate in the same retirement program as all other management employees of the City. The City agrees to contribute to Zeida C. Sardinas 401(a) plan an amount not to exceed eighteen percent (18%) of her then current, annual salary, in which Zeida C. Sardinas shall be immediately vested. The City's contribution to Zeida C. Sardinas 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 Manager into her current ICMA-RC Deferred Compensation Plan, upon hire and at the beginning of each calendar year. The City Manager may elect to take in cash, in whole or in part, the foregoing in the City Manager's sole and absolute discretion but subject nonetheless to applicable Internal Revenue Code provisions. The City's contribution to Zeida C. Sardinas 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. Zeida C. Sardinas shall be entitled to a monthly expense stipend in the amount of Five Hundred Dollars and 00/100 (\$500.00). 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 Zeida C. Sardinas to submit reports and receipts corresponding to the expenses for which reimbursement would be sought.

B. The City shall afford Zeida C. Sardinas the right to participate in any other benefits, plans 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 Zeida C. Sardinas 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 Zeida C. Sardinas duties so long as Zeida C. Sardinas is acting within the scope of her 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

Zeida C. Sardinas, in the performance of her duties under the Agreement, agrees to be bound by all State, County and City Code of Ethics.

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 Christi Fraga
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

City Manager: Zeida C. Sardinas
City Manager
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 three (3) 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 the personal representative of Zeida C. Sardinas.

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. The venue for any litigation regarding the Agreement shall be disputed in Florida's Eleventh Circuit Court in and for Miami-Dade County. In the event of a dispute that is litigated, the prevailing party shall be entitled to reimbursement of all attorney's fees and costs incurred.

F. Upon Zeida C. Sardinas death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to her 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 Zeida C. Sardinas, 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 Mayor.

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 Mayor and City Attorney.

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

Attest:



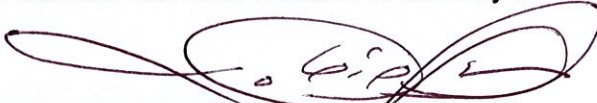
Connie Diaz, MMC, City Clerk

City of Doral



Christi Fraga, Mayor

Approved as to form and legal sufficiency
for the sole use and reliance of the City of Doral



Lorenzo Cobiella, City Attorney
Gastesi, Lopez, Mestre & Cobiella, PLLC

Individually



Zeida C. Sardinas