

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2025-91

A RESOLUTION OF THE CITY COMMISSION ACCEPTING THE RESIGNATION OF THE CITY MANAGER, PROVIDING FOR TRANSITION, AND APPROVING A COOPERATION RESIGNATION, AND SEVERANCE AGREEMENT.

WHEREAS, City Manager Alberto N. Parjus tendered his resignation effective May 22, 2025; and

WHEREAS, the terms and conditions of Mr. Parjus's employment were set forth in Resolution No. 2025-16; and

WHEREAS, it is in the best interests of the City to ensure a smooth transition through agreement with Mr. Parjus for his cooperation, knowledge, and operational expertise; and

WHEREAS, at the City Commission meeting of May 6, 2025, the City Commission accepted Mr. Parjus's resignation, provided for transition, and approved a Cooperation, Resignation, and Severance Agreement, substantially in the form attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission accepts the resignation of City Manager Alberto N. Parjus effective May 22, 2025, approves the Cooperation, Resignation, and Severance Agreement, in substantially the form attached as Exhibit A, with such modifications as may be approved by the City Attorney, consistent with the Commission's intent.

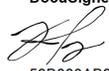
SECTION 3. That Deputy City Manager Joe L. Gomez shall serve as Acting City Manager, effective May 7, 2025.

SECTION 4. That the City Attorney is authorized to interpret and implement this resolution and the Cooperation, Resignation, and Severance Agreement that will ensure an orderly transition.

SECTION 5. This Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS SIXTH DAY OF MAY, A.D., 2025.
(Moved: Anderson / Seconded: Fernandez)
(Yeas: Lara, Anderson, Fernandez, Lago)
(Absent: Castro)
(Unanimous: 4-0 Vote)
(Non-Agenda Item)

APPROVED:

DocuSigned by:

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VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:

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BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:

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CRISTINA M. SUÁREZ
CITY ATTORNEY

COOPERATION, RESIGNATION AND SEVERANCE AGREEMENT

This COOPERATION, RESIGNATION AND SEVERANCE AGREEMENT ("Agreement") is entered into by ALBERTO N. PARJUS (hereinafter referred to as "PARJUS") and the CITY OF CORAL GABLES. The CITY OF CORAL GABLES is defined to include any and all related entities and subdivisions, as well as all respective former and current commission members, city managers (other than PARJUS), city clerks, city attorneys, directors, administrators, agents, department heads, supervisors, employees, attorneys, representatives, insurers, and officials (all in their official and individual capacities), as well as their heirs, executors, administrators, predecessors, successors, insurers, assigns, and all other persons, partnerships, firms or corporations, and their insurers who are related to the CITY OF CORAL GABLES, and all will be collectively referred to in this Agreement as the "CITY".

WHEREAS, PARJUS was employed by the CITY as City Manager on January 28, 2025; and

WHEREAS, the terms and conditions of PARJUS' employment were set forth in CITY Resolution No. 2025-16; and

WHEREAS, it is in the best interests of the CITY to insure a smooth transition through agreement with PARJUS for his cooperation, knowledge, and operational expertise; and

WHEREAS, the CITY has in the past entered into agreements to insure the smooth transition of certain positions in the CITY when it has been in the CITY's best interests; and

WHEREAS, the CITY recognizes that severance benefits are contained in CITY Resolution No. 2025-16 and are defined in § 215.425(4)(d), Florida Statutes; and

WHEREAS, the Parties intend to and do hereby agree that their rights and obligations shall be governed by this Agreement, which shall and does supersede CITY Resolution No. 2025-16;

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

PARJUS

CITY

1. **Recitals.** The Parties agree that the above recitals are true and incorporate them as if fully set forth herein.

2. **Resignation and Cooperation.** PARJUS will irrevocably resign from his position as City Manager on May 22, 2025. The City hereby accepts his irrevocable resignation. An Acting City Manager will be appointed by the City as of May 7, 2025. From the date of execution of this Agreement until May 22, 2025, PARJUS agrees that he will be available at the CITY's request by telephone or on a reasonable basis at mutually convenient times for meetings in order to help the CITY with a smooth transition in all matters of the CITY. These matters include, but are not limited to, all operations, business affairs, budget, financial, employee, labor and legal matters of the CITY. This section is intended to cover any and all matters of the CITY of any nature whatsoever. PARJUS will return all CITY property in his possession to the CITY on May 22, 2025.

3. **Consideration.** In consideration for the cooperation by PARJUS, the release of any claims by PARJUS, including but not limited to the release and waiver of claims under CITY Resolution No. 2025-16, and other promises made herein, the Parties agree as follows:

A. For the period of time from May 7, 2025, through May 22, 2025, the CITY will pay PARJUS his regular salary and benefits. Regular taxes and deductions will be taken from this amount and the amount will be reported to the Internal Revenue Service ("IRS") on IRS Form W-2. PARJUS will also receive payouts of his accrued sick and annual leave and he may retain his personal communication device that was provided by the City.

B. The CITY will pay PARJUS severance in the amount of twenty (20) weeks of his regular salary. This amount will be paid within ten (10) days of the effective date of this Agreement or May 22, 2025, whichever is later. No payment will be made by the CITY on PARJUS' behalf to his 401(a) plan or his 457 plan from these monies. Employment taxes and deductions will be taken out of these monies and they will be reported to the IRS on IRS Form W-2.

C. PARJUS agrees that he is not entitled to any consideration other than what is set forth in this section 3 of this Agreement.

PARJUS agrees that the consideration being provided by the CITY in this Agreement constitutes adequate and ample consideration for any rights and claims he is waiving under this

Agreement and for any obligations imposed upon him by virtue of this Agreement. PARJUS further agrees and understands that the consideration being provided pursuant to this Agreement is in excess of any consideration to which he is otherwise entitled.

4. Full and General Waiver and Release of All Claims. In exchange for the consideration described in this Agreement, PARJUS irrevocably, knowingly, and voluntarily releases, waives, and forever discharges any and all claims, demands, actions, or causes of action, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the CITY from the beginning of the world until the effective date of this Agreement. The disputes released by PARJUS include, but are not limited to, any and all disputes against the CITY concerning his employment and separation from employment with the CITY, including any claim related to or arising from CITY Resolution 2025-16. Other disputes released by PARJUS include those known or unknown, actual or contingent, in law, in equity, or otherwise and whether based in tort, contract, statute, common law or any other basis. This release includes all disputes for which PARJUS could seek equitable relief, and actual, compensatory, consequential, liquidated, punitive, special, multiple or other damages, expenses (including attorneys' fees and costs), and all other reimbursements or charges of any kind. The disputes released by PARJUS include, but are not limited to, any claim(s) under: Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; Florida Civil Rights Act ("FCRA"); Sections 1981 through 1988 of Title 42 of the United States Code; Constitutions of the United States and the State of Florida; any Florida or federal wage and hour law; any Florida or federal whistleblower laws; Rehabilitation Act; Consolidated Omnibus Budget Reconciliation Act; Americans with Disabilities Act of 1990; Age Discrimination in Employment Act ("ADEA"), including the Older Workers Benefits Protection Act ("OWBPA"); Family and Medical Leave Act of 1993; and any other federal, state, or local law, regulation, or ordinance. The reference herein to specific statutory, contract, and common law claims is in no way intended to limit the disputes released by PARJUS. PARJUS intends that the disputes that he releases be construed as broadly as possible to cover any and all disputes he may have or believe himself to have against the CITY.

PARJUS

CITY

PARJUS understands that nothing in this Agreement prohibits him from filing a charge with or participating in any investigation or proceeding before any federal, state or local governmental agency such as the Equal Employment Opportunity Commission and does not prohibit him from challenging the validity of the waiver and release set forth herein. However, PARJUS agrees that with respect to the claims he is waiving, he is waiving not only his right to recover money or other relief in any action that he might institute but also that he is waiving his right to recover money or other relief in any action that might be brought on his behalf by any other person or entity including, but not limited to, the State of Florida, the United States Equal Employment Opportunity Commission, the Florida Commission on Human Relations, or any other federal, state, or local agency or department. PARJUS further represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person any dispute released herein.

5. **No Admission of Liability or Wrongdoing.** The Parties to this Agreement agree that nothing contained in this Agreement or otherwise shall constitute or be construed as an admission of any alleged liability or wrongdoing by the CITY or PARJUS. Indeed, the Parties deny that either of them engaged in any wrongdoing of any kind with respect to the other party.

6. **Indemnification and Hold Harmless.** The CITY will protect, defend, indemnify and hold harmless PARJUS from all claims, demands, lawsuits, complaints, charges, proceedings and all liability to the fullest extent as authorized by Florida Statutes and the City Code for all acts taken while an official of the CITY and any and all acts taken on behalf of the CITY in furtherance of his obligation to cooperate with the CITY pursuant to this Agreement, including any lawsuit challenging the validity of this Agreement.

7. **Representation by Legal Counsel.** The CITY encouraged PARJUS to consult with an attorney regarding the terms of this Agreement before signing the Agreement. PARJUS acknowledges that he either consulted with an attorney regarding the terms of this Agreement or that he knowingly and voluntarily decided not to do so. **PARJUS ACKNOWLEDGES THAT**

PARJUS

CITY

HE FULLY UNDERSTANDS THE LEGAL EFFECT OF THIS AGREEMENT, HIS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND THAT HE INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT.

8. ADEA and OWBPA Claims. The following provisions apply only to the Full and General Release of claims pursuant to the ADEA, OWBPA, FCRA and any other applicable age discrimination law.

A. Time to Consider Signing Agreement. PARJUS acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement waiving claims under the ADEA and OWBPA. PARJUS understands and agrees that he can use all or any part of this period to decide whether to sign this Agreement. PARJUS agrees that any changes to this Agreement from that originally presented to PARJUS will not restart the twenty-one (21) day consideration period.

B. Seven (7) Day Period to Revoke. PARJUS understands that he may revoke this Agreement with regard to the waiver of any claims under the ADEA or OWBPA within seven (7) calendar days after he signs the Agreement. If PARJUS revokes the Agreement, the Agreement will be deemed unenforceable, will be null and void, and the CITY shall be relieved of all obligations under this Agreement with the exception of the payment of regular salary and benefits pursuant to section 3.A of this Agreement and the fact that PARJUS' resignation will still be effective May 22, 2025. The CITY, however, will be relieved of its obligation to pay anything pursuant to section 3.B. of this Agreement. To be an effective revocation, any revocation must be in writing, executed by PARJUS, and delivered to City Attorney Cristina M. Suárez, City of Coral Gables, City Attorney's Office, 405 Biltmore Way, Coral Gables, Florida 33134, on or before the seventh calendar day by or before 5:00 p.m. (Eastern Time).

PARJUS

CITY

9. **Effective Date and Time.** The Effective Date and Time of this Agreement is 5:01 p.m. on the seventh (7th) day following execution of this Agreement by PARJUS. PARJUS acknowledges that this Agreement shall not become enforceable (with the exception of his resignation from employment) until the Effective Date and Time of the Agreement. Payment of the amounts due pursuant to section 3 of this Agreement will be made as stated in that section.

10. **Governing Law and Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, where applicable, federal laws. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party.

11. **Entire Agreement; Amendment; Signatures.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties including, specifically, CITY Resolution 2025-16. This Agreement may not be amended except by a written agreement signed by the Parties or signed by their respective administrators, trustees, personal representatives, or successors.

12. **Disputes.** In the event that any party to this Agreement institutes legal proceedings arising from or related to this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by a judge, and not by a jury, in Miami-Dade County, Florida. **PARJUS AGREES AND UNDERSTANDS THAT HE IS WAIVING THE RIGHT TO A JURY TRIAL, IF ONE EXISTS, AS TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT.** Furthermore, in the event that it shall be necessary for any party to this Agreement to institute legal action to enforce any of the terms and conditions or provisions contained herein, or for any breach thereof, the prevailing party shall be entitled to costs and reasonable attorney's fees, including fees and costs for any appeals.

PARJUS

CITY

13. Acknowledgement. PARJUS acknowledges that he has carefully read and understands this Agreement and agrees that the CITY has not made any representations other than those contained herein. PARJUS also acknowledges that he enters into this Agreement voluntarily, without any pressure or coercion, and with full knowledge of its significance, and that this Agreement constitutes a **FULL AND ABSOLUTE SETTLEMENT AND BAR AS TO ANY AND ALL CLAIMS** he had, has, or may have against the CITY.

WHEREFORE, the Parties, intending to be legally bound, execute this Agreement as of the dates set forth below.

ALBERTO N. PARJUS

CITY OF CORAL GABLES, FLORIDA

By: _____
Cristina M. Suárez, Esquire
City Attorney City of Coral Gables

Date: _____

Date: _____