

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") is made and entered into this _____ day of _____, 2026 between the City of Cooper City, a municipal corporation of the State of Florida (the "City") and Alejandro I. Rey (the "Employee"), pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, on or about May 14, 2024, the City and Employee entered into an Employment Agreement ("Original Agreement") whereby the Employee was engaged to serve as the City Manager pursuant to Sec. 4.01 of the City Charter; and

WHEREAS, on or about October 8, 2024 the Parties entered into the First Amendment to the Original Agreement, thereby amending the notice periods pertaining to the termination of the Original Agreement; and

WHEREAS, the Parties now seek to further amend the Original Agreement in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 2 of the Original Agreement is hereby amended to read, as follows:

2.1 This Agreement shall have an initial term commencing on June 1, 2024, and ending on May 31, 2028, unless extended pursuant to Subsection 2.2 or earlier terminated as provided in this Agreement.

2.2 At its option the City Commission may extend the initial term for additional one-year terms, subject to the execution of a written amendment to this employment agreement by both parties. In the event that the City Commission decides not to renew the Employee's agreement at the end of the initial term or future terms while the Employee is ready, willing and able to continue performing his duties under this Agreement, the Employee shall be entitled to receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary and additional benefits as outlined in Section 3.1(b) as severance.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of Employee in accordance with City Charter Section 4.01, at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. Section 5.1 of the Original Agreement is hereby amended to read, as follows:

5.1 The annual salary of Employee shall be _____,
which shall be payable in installments at the same time as other employees of the City
are paid.

SECTION 4. Section 11 of the Original Agreement is hereby amended to read, as follows:

The City shall provide Employee with insurance benefits, including disability and life insurance in the same manner as regularly provided to managerial employees of the City. The City shall pay for dependent health and dental coverage. Employee, at his option, may waive his participation in the City's health insurance plan. In the event of such a waiver by the Employee, the City shall remit payment to the Employee in the amount of \$10,000 annually, payable in equal monthly installments of \$833.33.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: _____
JAMES CURRAN, MAYOR

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

EMPLOYEE:

ALEJANDRO I. REY

By: _____
Name: Alejandro I. Rey