

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT is made and entered into on this 14th day of July, 2020 between the City of Cooper City, a Florida Municipal Corporation, hereinafter referred to as the "City" and Joseph Napoli, hereinafter referred to as the "Employee." City and Employee may be collectively referred to as the "Parties."

**WHEREAS**, on January 14, 2020, the City and the Employee entered into an employment agreement ("Original Agreement"), whereby the City engaged Employee to serve as the city manager in accordance with Section 4.01 of the City Charter; and

**WHEREAS**, the Original Agreement provided that the Employee would participate in the Florida Retirement System ("FRS") as part of the Senior Management Plan; and

**WHEREAS**, the Parties seek to amend the Original Agreement to provide that, instead of the Employee's participation in FRS, the City shall make a ten percent (10%) contribution to the Employee's existing ICMA-RC457k retirement plan.

**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**SECTION 2.** Section 9 of the Original Agreement is hereby repealed and replaced with the following:

### SECTION 9. RETIREMENT

The Employee has opted to forego placement and participation in the Florida Retirement System's Senior Management Plan. Alternatively, the City shall make an annual ten percent (10%) contribution to the Employee's existing ICMA-RC457k plan, as directed by the Employee.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** 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 WHEREOF, we have hereunto set our hands and seals this 14 day of July, 2020.

CITY OF COOPER CITY

BY:

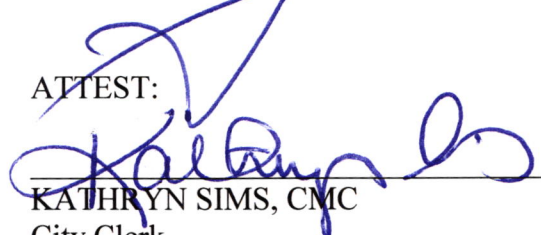
  
MAYOR GREG ROSS

EMPLOYEE

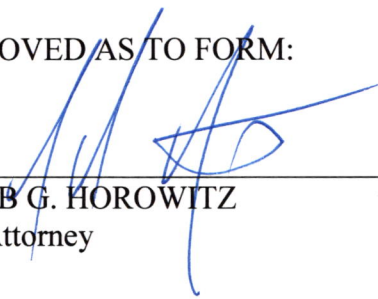
BY:

  
CITY MANAGER JOSEPH NAPOLI

ATTEST:

  
KATHRYN SIMS, CMC  
City Clerk

APPROVED AS TO FORM:

  
JACOB G. HOROWITZ  
City Attorney