

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT is made and entered into on this 20th day of January, 2021 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 for an annual performance review of the Employee; and

WHEREAS, the Parties seek to amend the Original Agreement to clarify the process for evaluating the performance of the Employee on an annual basis.

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 6 of the Original Agreement is hereby amended to read, as follows:

SECTION 6. PERFORMANCE EVALUATION

6.1 ~~No more than thirty (30) days following the end of each fiscal year on or before February 17, 2021, and each year thereafter,~~ the City Commission shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and Employee. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the City Commission and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the City and in attainment of the City Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

6.3 In effecting the provisions of this section, the City Commission and Employee mutually agree to abide by the provisions of applicable law.

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.

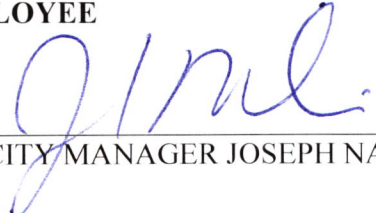
SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of January, 2021.

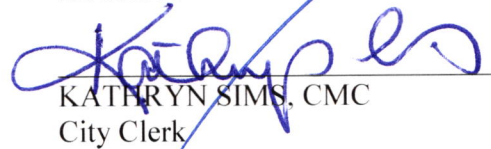
CITY OF COOPER CITY

EMPLOYEE

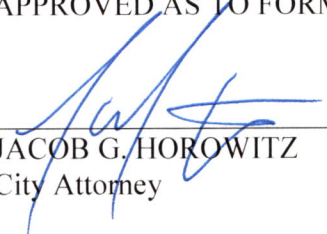
BY: 
MAYOR GREG ROSS

BY: 
CITY MANAGER JOSEPH NAPOLI

ATTEST:


KATHRYN SIMS, CMC
City Clerk

APPROVED AS TO FORM:


JACOB G. HOROWITZ
City Attorney