

**EMPLOYMENT AGREEMENT  
CITY MANAGER**

THIS AGREEMENT (the "Agreement") is made and entered into this 14<sup>th</sup> day of January, 2020, between the City of Cooper City, a municipal corporation of the State of Florida (the "City") and Joseph Napoli (the "Employee"), pursuant to the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, the City desires to employ the services of Joseph Napoli, as City Manager of the City of Cooper City pursuant to Section 4.01 of the City of Cooper City Charter; and

**WHEREAS**, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions for the Employee; and

**WHEREAS**, it is the desire of the City to (1) secure and retain the services of the City Manager and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and, (4) to provide a just means of terminating the Employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when the City may otherwise desire to terminate his employment; and

**WHEREAS**, the Employee desires to accept employment as City Manager of the City, in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND EMPLOYEE HEREBY COVENANT AND AGREE, AS FOLLOWS:**

**SECTION 1. DUTIES**

City agrees to employ Employee as City Manager of City to perform the duties and exercise the powers as prescribed by state law, the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Commission from time to time.

**SECTION 2. TERM**

2.1 This Agreement shall have an initial term commencing on February 17, 2020, and ending on February 16, 2023, unless extended pursuant to Subsection 2.2 or earlier terminated as provided in this Agreement.

2.2 At its option the City Commission may, by Resolution, extend the initial term for

additional annual terms.

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. TERMINATION BY CITY AND SEVERANCE PAY**

3.1 In the event Employee is terminated by the City Commission during such time that Employee is ready, willing and able to perform his duties under this Agreement the City agrees to pay Employee a lump sum cash severance payment as set forth in this section. If such termination occurs within the first six (6) months of employment, Employee shall receive a cash payment equal to five (5) weeks of the Employee's aggregate salary; if such termination occurs after the Employee has been employed by the City for a period of six (6) months, Employee shall receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary ("Severance Pay"). In such event, the Employee shall also receive payment for any and all accrued vacation and sick leave time to be calculated and paid in accordance with the City's policies governing managerial employees. Severance Pay shall be paid within fifteen (15) working days of termination. Provided that subsection 3.2 is not applicable, the City shall continue to provide medical coverage for Employee for twenty (20) weeks following the date of termination, in the same manner, amount and basis as Employee is receiving at the time of termination pursuant to subsection 11.1 below. After the payments described above are made, the City shall have no further financial obligation to Employee.

3.2 In the event Employee is terminated because of conduct unbecoming a public official, including but not limited to conduct contrary to Part III of Chapter 112, Florida Statutes (the "State Ethics Code") or criminal conduct, the City shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If Employee's employment is terminated pursuant to this subsection, then the City shall pay to Employee only accrued vacation and sick leave time due to the Employee as of the date of termination, to be calculated and paid in accordance with the City's policies governing managerial employees. After the payment described in the immediately preceding sentence, the City shall have no further financial obligation to Employee pursuant to this Agreement.

### **SECTION 4. TERMINATION BY EMPLOYEE**

In the event that Employee voluntarily resigns his position during the initial term or an extended annual term of this Agreement, Employee shall give the City at least thirty (30) days written notice prior to the effective date of such resignation. Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to receive payment for accrued vacation and sick leave time as of the date of resignation, to be calculated and paid in accordance with the City's policies governing managerial employees.

### **SECTION 5. COMPENSATION**

5.1 The initial annual salary of Employee shall be Two-hundred and five thousand (\$205,000) Dollars, which shall be payable in installments at the same time as other employees of the City are paid.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to general City employees.

5.3 In addition to salary increases granted pursuant to subsection 5.2, at least once annually, the City Commission shall evaluate the performance of Employee to determine if any adjustment in annual salary and/or benefits is appropriate, pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation.

## **SECTION 6. PERFORMANCE EVALUATION**

6.1 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 7. HOURS OF WORK**

7.1 The position of the city manager is not and cannot be an hourly-type employment. Hence, the Employee shall do all things necessary and required to be available to the City, its agents, servants and employees during the course of this Agreement on a twenty-four (24) hour basis, seven (7) days a week for emergency, public utility, and other public purposes, consistent with good and respectable management requirements and as otherwise dictated and provided by the Charter and Code of Ordinances of the City of Cooper City, as well as provided by General Law in the State of Florida, and the management principles of the International City/County Management Association ("ICMA").

7.2 Employee agrees to remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement. Employee further agrees to devote that

amount of time and energy which is reasonably necessary for Employee to fully and faithfully perform his duties under this Agreement. Notwithstanding the foregoing, the Employee shall be permitted to serve on uncompensated boards and committees, provided that such service does not interfere with the Employees duties and responsibilities as set forth herein.

#### **SECTION 8. AUTOMOBILE ALLOWANCE**

The City shall pay the Employee a vehicle allowance of Six Hundred (\$600.00) Dollars per month.

#### **SECTION 9. RETIREMENT**

The Employee shall participate in the Florida Retirement System. The Employee will be placed in the Senior Management Plan within the Florida Retirement System.

#### **SECTION 10. TUITION**

The City shall provide tuition benefits to Employee for education and training relative to the duties and responsibilities of the City Manager in the form of 100% tuition reimbursement not to exceed an annual amount of Five Thousand (\$5,000.00) Dollars.

#### **SECTION 11. INSURANCE**

11.1 The City shall provide Employee with insurance benefits, including health, 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.

#### **SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS**

Employee shall be entitled to sick leave, holidays, and personal days at the same rate and in the same manner as regularly provided to regular employees of the City, as set forth in the City's Personnel Manual, as may be amended from time to time, and the Employee shall be entitled to vacation leave of twenty (20) days per year.

#### **SECTION 13. PROFESSIONAL DEVELOPMENT**

13.1 Subject to City policy and state law, the City agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continued participation as a member in national, regional, state and local professional associations and organizations which are necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the City Commission.

13.2 Subject to City policy and state law, the City agrees to pay the travel and subsistence expenses of Employee for travel to two association conferences per year. However, in any given

year, no more than one shall be outside of the State of Florida and none shall be off the mainland of the United States.

#### **SECTION 14. NOTICE**

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

City: City Clerk  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone: (954) 434-4300

City Attorney: Jacob G. Horowitz, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500  
Fax: (954) 771-4923

Employee: Joseph Napoli  
1532 Victoria Isle Way  
Weston, Florida 33327

#### **SECTION 15. OTHER TERMS AND CONDITIONS**

15.1 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.

15.2 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 waiver of any subsequent breach by that party.

15.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

15.4 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

15.5 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The parties waive any right to trial by jury in any litigation between the parties, which in any way arises out of or concerns this Agreement.

15.6 This Agreement supersedes and replaces any prior Employment Agreement or arrangement between the parties.

15.7 Both parties acknowledge that they have had opportunity to consult with legal counsel prior to signing this Agreement, and this Agreement shall not be construed in favor of either party.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.**

City of Cooper City

Employee

By:

\_\_\_\_\_  
Mayor

By:

\_\_\_\_\_  
Joseph Napoli

Attest:

Approved as to legal form and sufficiency:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney