

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT is made and entered into on this _____ day of _____, 2022 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, on July 14, 2020, the City and the Employee entered into the First Amendment to the Original Agreement, thereby redirecting the City's payment of retirement contributions for the Employee; and

WHEREAS, on January 26, 2021, the City and the Employee entered into the Second Amendment to the Original Agreement, thereby amending the performance evaluation timing and procedures for the Employee; and

WHEREAS, the Parties now seek to further amend the Original Agreement to clarify certain provisions related to the Employee's employment with the City.

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

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.

3.3 The Employee's failure to notify the City Commission of the Employee's application for employment with another prospective public or private employer at the time of the submittal of such application by the Employee shall constitute grounds for termination for cause and may result in the Employee's immediate termination pursuant to Section 3.2.

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

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-one hundred twenty~~ (120~~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. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____, day of _____, 2022.

CITY OF COOPER CITY

EMPLOYEE

BY: _____
MAYOR GREG ROSS

BY: _____
CITY MANAGER JOSEPH NAPOLI

ATTEST:

JENNA MONTOYA
Acting City Clerk

APPROVED AS TO FORM:

JACOB G. HOROWITZ
City Attorney