

EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ____ day of September, 2019, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation, (hereinafter referred to as "CITY"), and KAREN M. BROOKS, (hereinafter referred to as "CITY MANAGER"), both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, the CITY desires to employ the services of KAREN M. BROOKS, as City Manager of the City of Coconut Creek pursuant to Article IV of the City of Coconut Creek City Charter, entitled "CITY MANAGER," and currently KAREN M. BROOKS is employed by the CITY as Deputy City Manager; and

WHEREAS, it is the desire of the CITY to establish certain conditions of employment and to set working conditions for the CITY MANAGER; 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 her to remain in such employment; (2) to make possible full work productivity by assuring the CITY MANAGER'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 CITY MANAGER; and, (4) to provide a just means of terminating the CITY MANAGER's services at such time as she may be unable fully to discharge her duties for any reason or when the CITY may otherwise desire to terminate her employment; and

WHEREAS, the CITY MANAGER desires to accept employment as City Manager of the CITY.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1.0 DUTIES:

The CITY hereby agrees to employ Karen M. Brooks as City Manager to perform the functions and duties specified in Article IV, entitled "CITY MANAGER", of the City Charter and by the City of Coconut Creek Code of Ordinances, and to perform other legally permissible and proper duties and functions as the CITY shall from time to time assign.

2.0 TERM:

- 2.1** This Agreement shall commence on October 4, 2019 (hereinafter referred to as “Commencement Date”) and shall continue for five (5) years (hereinafter referred to as “Expiration Date”), and subject to the terms, conditions, and provisions hereof.
- 2.2** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of the CITY MANAGER, subject to Section 405, entitled “Removal”, of the City’s Charter and the provisions set forth in Section 10.0 of this Agreement.
- 2.3** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CITY MANAGER to resign at any time from her position with the CITY, subject only to the provisions set forth in Section 10.0 of this Agreement.
- 2.4** This Agreement shall be extended for additional two (2) year periods on the same terms and conditions as created herein, unless the City Commission, by means of a formal vote; expresses its intent not to extend this Agreement at least one hundred eighty (180) days prior to the Expiration Date of that period.
- 2.5** As much as is practical, CITY MANAGER shall observe regular business hours in City Hall. However, it is recognized that CITY MANAGER must devote a great deal of time outside of the normal office hours of business of the CITY and, to that end, CITY MANAGER will be allowed to determine her own office hours and to take time off as she shall deem appropriate.

3.0 PERFORMANCE EVALUATION:

- 3.1** The CITY shall review and evaluate the performance of the CITY MANAGER initially after twelve (12) months from the beginning of this Agreement and thereafter at least once annually in advance of the annual anniversary date of this Agreement (hereinafter referred to as “Anniversary Date”). Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and the CITY MANAGER. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the CITY MANAGER. Further, the City Commission, during a public meeting, shall provide the CITY MANAGER with a summary written statement of the findings of the City Commission and provide adequate opportunity for the CITY MANAGER to discuss her evaluation with the City Commission during such public meeting.

3.2 Annually, the City Commission and the CITY MANAGER shall define such goals and performance objectives that they determine necessary for the proper operation of the CITY and in the attainment of the CITY's policy objectives and shall further establish a relative priority among these 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 consistent with the annual operating and capital budgets and appropriations provided.

3.3 On the CITY MANAGER'S Anniversary Date, if CITY MANAGER receives an above average evaluation, the CITY agrees to provide a three to five percent (3% - 5%) annual salary increase of the then current salary. Up to a five percent (5%) lump sum bonus payment of the then current salary may also be provided.

4.0 SALARY:

4.1 The CITY agrees to pay the CITY MANAGER for her services rendered pursuant hereto an annual base salary of Two Hundred Fifty-Two Thousand Two Hundred Ninety-four Dollars and Sixty-three cents (\$252,294.63) upon execution of this Agreement. Her salary shall be payable in installments at the same time as other employees of the CITY are paid.

4.2 During the term of this Agreement, compensation of CITY MANAGER shall be increased by any CPI adjustments given to Administrative Officers of the CITY.

5.0 PENSION:

5.1 CITY MANAGER shall receive a CITY paid contribution to the City's ICMA 457 deferred compensation and 401(a) retirement plans in the amount of the maximum contributions established annually by the IRS.

5.2 CITY MANAGER shall be entitled, upon retirement, to continue to participate in the CITY's then current group health and dental insurance plans with premiums being paid by CITY until such time CITY MANAGER becomes eligible for Medicare.

6.0 BENEFITS:

- 6.1 CITY shall provide CITY MANAGER all the benefits provided by the CITY to Administrative Officers.
- 6.2 Health and Dental Insurance – CITY shall pay for group health insurance for CITY MANAGER and her dependents. If CITY MANAGER enrolls in the HDHP group health insurance plan, CITY shall provide for a contribution to her health savings account equal to the maximum allowed by law. CITY shall pay for group dental insurance coverage for CITY MANAGER and her dependents.
- 6.3 Public Official’s Liability Insurance – CITY shall provide Public Official’s Liability Insurance coverage applicable for all acts or omissions of the CITY MANAGER arising out of her employment, subject to and as provided for in the annual budget and as may be otherwise provided to City Commission members, Department Heads, and based solely upon existing policies of insurance currently held by the CITY.
- 6.4 Bonding – CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any statute, ordinance, or other law, as may be amended from time to time.
- 6.5 Vacation and sick leave shall be calculated in the same manner as applicable to Administrative Officers.
- 6.6 Should the CITY MANAGER voluntarily resign or be terminated, the CITY shall pay CITY MANAGER unused sick and vacation hours at one hundred percent (100%) of the value, and any other accrued benefits earned.

7.0 ALLOWANCES AND EQUIPMENT:

- 7.1 CITY agrees to pay a car allowance of six hundred (\$600.00) dollars per month to CITY MANAGER.

8.0 GENERAL EXPENSES:

- 8.1 The CITY recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the CITY MANAGER, and hereby agrees to reimburse or to pay said general expenses. The Chief Financial Officer is hereby authorized to disburse such monies upon receipt of duly executed

expense or petty cash vouchers, receipts, statements or personal affidavits, subject to and as provided for in the annual budget.

9.0 PROFESSIONAL DEVELOPMENT:

9.1 The CITY agrees to budget and pay the travel and subsistence expenses of the CITY MANAGER for professional and official travel, meetings and occasions adequate to continue the professional development of the CITY MANAGER and to adequately pursue necessary official and other functions for the CITY, including but not limited to the Annual Conference of the International City Management Association, the State and National League of Cities, Urban Land Institute, and such other national, regional, state and local governmental groups and committees thereof on which the CITY MANAGER serves as a member.

9.2 The CITY agrees to budget and pay for the professional dues and subscriptions of the CITY MANAGER necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the CITY, including, but not limited to BCCMA, FCCMA, and ICMA.

10.0 TERMINATION AND SEVERANCE:

10.1 In the event CITY MANAGER is terminated for reasons other than just cause by the CITY pursuant to the terms and conditions contained in Section 405, entitled, "Removal", of the City Charter of the City of Coconut Creek and/or Section 10.4 of this Agreement prior to October 4, 2024, or during any two-year renewal thereof, CITY agrees to pay CITY MANAGER severance in the amount of 20 weeks of salary and benefits.

10.2 In the event CITY MANAGER is terminated for just cause, then the CITY shall have no obligation to pay the aggregate severance sum designated in Section 10.1. of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

- a. Misfeasance, malfeasance and/or nonfeasance in performance of the CITY MANAGER'S duties and responsibilities.
- b. Conviction or a plea of guilty or no contest to a felony crime, whether or not adjudication is withheld.

- c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
- d. The commission of any fraudulent act against the interest of the CITY.
- e. Conduct unbecoming of a public official, including, but not limited to a violation of Section 112.313, Fla. Stat.

10.3 In the event CITY MANAGER voluntarily resigns her position with the CITY before expiration of the aforesaid term of employment, then CITY MANAGER shall give the CITY forty-five (45) days written notice unless the parties agree otherwise.

10.4 In the event at any time during the employment term:

- a. The CITY reduces the salary or other benefits of CITY MANAGER in a greater percentage than an applicable across-the-board reduction for all CITY employees; or
- b. The CITY refuses to comply with any other contract provisions benefiting CITY MANAGER following written notice; or
- c. The CITY MANAGER elects to resign following a public suggestion by two (2) or more members of the City Commission at a public meeting, whether formal or informal, that she resign;

Then and in that event, CITY MANAGER may, at her option, be deemed to be “terminated” within the meaning and context of this Section 10.0 of this Agreement effective at the date of such reduction or such refusal to comply or resignation of CITY MANAGER. For the resignation provision at the suggestion of City Commission to apply pursuant to this Section, CITY MANAGER must provide written notice to the City Commission of her intent to resign within fourteen (14) calendar days of the public meeting where the suggestion to resign was made and therein state with particularity a date certain upon which the CITY MANAGER shall vacate her position.

11.0 INDEMNIFICATION:

11.1 To the extent permitted by law, the CITY shall defend, save harmless and indemnify the CITY MANAGER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of her duties as the CITY MANAGER. CITY will pay the amount of any settlement or judgment rendered as a result of any claim or suit. This indemnification provision shall survive the termination of this Agreement.

12.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- 12.1** The City Commission, in consultation with the CITY MANAGER, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the CITY MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City's Charter, or any other law.
- 12.2** All provisions of the City's Charter, Code of Ordinances, and regulations and rules of the CITY relating to salary, cost of living adjustments, longevity, vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the CITY MANAGER as they would to other Administrative Officers of the CITY, in addition to the benefits enumerated specifically for the benefit of the CITY MANAGER except as herein provided.

13.0 REDUCTION OF BENEFITS:

- 13.1** Except to the degree of a reduction across-the-board in salary for all of the employees of the CITY, the CITY shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the CITY MANAGER.

14.0 MISCELLANEOUS:

- 14.1** Final Agreement. It is understood and agreed that this document represents the entire understanding between the parties and incorporates and includes all negotiations, correspondence, conversations, representations, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 14.2** Modification of Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

14.3 Counterparts.

This document shall be executed in at least three (3) counterparts each of which shall be deemed to be a duplicate original.

14.4 Consulting.

This Agreement shall not preclude the CITY MANAGER from performing consulting work outside of the City of Coconut Creek so long as such work does not interfere with her duties set forth in Section 1.0 of this Agreement.

14.5 Notice.

Notice pursuant to this Agreement served upon the CITY may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follow:

CITY: City Commission
 City of Coconut Creek
 4800 West Copans Road
 Coconut Creek, FL 33063

Copy to: Terrill C. Pyburn, City Attorney
 City Attorney's Office
 City of Coconut Creek
 4800 West Copans Road
 Coconut Creek, FL 33063

Notice pursuant to this Agreement served upon the CITY MANAGER may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follow:

CITY MANAGER: Karen M. Brooks
 Office of the City Manager
 4800 West Copans Road
 Coconut Creek, FL 33063

as well as

Karen M. Brooks

At her personal residence on file with the Department of
Human Resources and Risk Management

14.6 Florida Law.

This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall be set exclusively in Broward County, Florida.

14.7 Litigation.

In connection with any litigation arising out of this Agreement, including any administrative, trial level, or appellate proceeding, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

14.8 Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, that portion shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

14.9 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of CITY MANAGER.

14.10 This Agreement has been negotiated and drafted by both parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Employment Agreement on the respective dates under each signature.

CITY MANAGER

CITY OF COCONUT CREEK

KAREN M. BROOKS

SANDRA L. WELCH, MAYOR

ATTEST:

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:**

LESLIE WALLACE MAY, CITY CLERK

TERRILL C. PYBURN, CITY ATTORNEY