

EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this ____ day of March 2024, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation, (hereinafter referred to as “CITY”), and SHEILA N. ROSE, (hereinafter referred to as “CITY MANAGER”), both of whom agree as follows:

WITNESSETH:

WHEREAS, the CITY desires to employ the services of SHEILA N. ROSE, 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 SHEILA N. ROSE 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 wrongdoing 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 RECITALS:

The above recitals are true and correct and are incorporated herein.

2.0 DUTIES:

The CITY hereby agrees to employ Sheila N. Rose 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.

3.0 TERM:

- 3.1** This Agreement shall commence on April 6, 2024 (hereinafter referred to as “Commencement Date”) and shall continue for three (3) years (hereinafter referred to as “Expiration Date”), and subject to the terms, conditions, and provisions hereof.
- 3.2** 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 11.0 of this Agreement.
- 3.3** 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 11.0 of this Agreement.
- 3.4** This Agreement may be extended on the same terms and conditions as created herein, if approved by both parties in writing at least one hundred eighty (180) days prior to April 5, 2027.
- 3.5** 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.

4.0 PERFORMANCE EVALUATION:

- 4.1** 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.

- 4.2** 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 with said goals and objectives to be documented in writing. They shall generally be attainable within the time limitations as specified and consistent with the annual operating and capital budgets and appropriations provided.
- 4.3** Upon annual evaluation, the CITY agrees to provide either up to a five percent (5%) annual salary increase of the then current salary, up to a five percent (5%) lump sum payment of the then current salary, or a combination of both on the CITY MANAGER'S Anniversary Date. If such increase in salary will result in salary exceeding the maximum annual compensation limit applicable to retirement plans as provided in the Internal Revenue Code Section 401(a)(17) ("IRS Maximum") for that year, then any increase above the IRS Maximum for pay for performance for that year shall be paid as a lump sum.

5.0 SALARY:

- 5.1** The CITY agrees to pay the CITY MANAGER for her services rendered pursuant hereto an annual base salary of Two Hundred Eighty-Five Thousand Four Hundred Eighteen Dollars and zero cents (\$285,418.00) upon execution of this Agreement. Her salary shall be payable in installments at the same time as other employees of the CITY are paid.
- 5.2** During the term of this Agreement, compensation of CITY MANAGER shall be increased by any CPI adjustments given to Administrative Officers of the CITY. Adjustments to annual base salary for CPI shall not be limited by the IRS Maximum.

6.0 PENSION:

- 6.1** CITY MANAGER shall receive a CITY paid contribution to the City's Mission Square 457 deferred compensation and 401(a) retirement plans in the amount of the maximum contributions established annually by the IRS, including any catch-up provisions. This benefit shall accrue in full on date of execution of this Agreement for the first year and then January 1 of each subsequent year of the Agreement, but shall be paid bi-weekly.
- 6.2** 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.

7.0 BENEFITS:

7.1 CITY shall provide CITY MANAGER all the benefits provided by the CITY to Administrative Officers.

7.2 Health and Dental Insurance – If CITY MANAGER enrolls in the lowest cost single participant HDHP group health insurance plan, CITY shall provide for a contribution to her health savings account equal to the maximum allowed by law for a single participant, including any catch-up provisions. CITY shall pay for group PPO dental insurance coverage for CITY MANAGER.

7.3 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.

7.4 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.

7.5 Vacation and sick leave shall be calculated in the same manner as applicable to Administrative Officers.

7.6 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 shall be paid out in the same manner as applicable to Administrative Officers.

8.0 ALLOWANCES AND EQUIPMENT:

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

9.0 GENERAL EXPENSES:

9.1 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 Director of Finance and Administrative Services 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.

10.0 PROFESSIONAL DEVELOPMENT:

10.1 The CITY agrees to budget and pay the training and travel 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. Such expenses shall be paid in accordance with the City's Travel Authorization and Payment Request Administrative Order.

10.2 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.

11.0 TERMINATION AND SEVERANCE:

11.1 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 11.6 of this Agreement prior to April 5, 2027, or during any extension thereof, CITY agrees to pay CITY MANAGER severance in the amount of twenty (20) weeks of salary and benefits.

11.2 CITY agrees to issue a lump sum payment as described in 11.1.

11.3 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 Sections 11.1. and 11.2 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.
- f. Misconduct as defined in Section 443.036(29), Fla. Stat.

11.4 In the event CITY MANAGER is terminated for just cause, CITY shall have no obligation to give the required one hundred eighty (180) days’ notice.

11.5 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 sixty (60) days written notice unless the parties agree otherwise. Upon such voluntary resignation with notice, all deferred compensation retirement contributions made on her behalf remain the benefit of CITY MANAGER pursuant to Section 6.0.

11.6 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 11.0 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.

11.7 CITY MANAGER will not disparage CITY or any of its directors, officers, agents, or Executives or otherwise take any action that could reasonably be expected to adversely affect the personal or professional reputation of the CITY or any of its directors, officers, agents, or employees within the state of Florida for two (2) years after the expiration or termination of this Agreement. The CITY will not disparage CITY MANAGER or otherwise take any action that could reasonably be expected to adversely affect CITY MANAGER's personal or professional reputation within the state of Florida for two (2) years after the expiration or termination of this Agreement. This Section 11.7 does not, in any way, restrict or impede CITY MANAGER from exercising protected rights to the extent that such rights cannot be waived by agreement, including, without limitation, rights to communicate with any other administrative or regulatory agency to report suspected unlawful conduct, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

12.0 INDEMNIFICATION:

12.1 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.

13.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

13.1 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.

13.2 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.

14.0 REDUCTION OF BENEFITS:

14.1 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.

15.0 MISCELLANEOUS:

15.1 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.

15.2 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.

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

15.4 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 2.0 of this Agreement.

15.5 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: Sheila N. Rose
Office of the City Manager
4800 West Copans Road
Coconut Creek, FL 33063

as well as: Sheila N. Rose
At her personal residence on file with the Department of
Human Resources and Risk Management

15.6 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.

15.7 WAIVER OF JURY TRIAL.

BY ENTERING INTO THIS AGREEMENT, CITY MANAGER AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF

THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 15.8** 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.
- 15.9** Waiver of Breach. The CITY's waiver of any breach of any term, condition, or coverage of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.
- 15.10** 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.
- 15.11** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of CITY MANAGER.
- 15.12** 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 OF COCONUT CREEK

SANDRA L. WELCH, MAYOR

ATTEST:

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

JOSEPH J. KAVANAGH, CITY CLERK

TERRILL C. PYBURN, CITY ATTORNEY

CITY MANAGER

SHEILA N. ROSE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____.

Notary Public, State of Florida (Signature
of Notary Taking Acknowledgment)

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped
 personally known to me or
 has produced identification:
Identification_____