

AGREEMENT FOR EMPLOYMENT OF COUNTY ADMINISTRATOR

This Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners, and Monica Cepero ("Cepero") (collectively, "the Parties").

Recitals

A. The Broward County Board of County Commissioners ("County Commission") desires to appoint Cepero as County Administrator;

B. Cepero desires to accept such appointment and to serve as County Administrator, and represents that she meets the qualifications for such position as stated in Section 3.02 of the Broward County Charter (the "Charter"); and

C. The County Commission and Cepero have determined that it would be mutually beneficial to enter into a written agreement setting forth the terms and conditions of her employment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-stated recitals are true and correct and are incorporated herein by reference.

2. Appointment as County Administrator. The County Commission hereby appoints Cepero as County Administrator, and Cepero hereby accepts such appointment, effective March 1, 2022, or upon the date the current County Administrator leaves the position, whichever comes first ("Effective Date"). While serving as County Administrator, Cepero shall faithfully perform, to the best of her abilities, the duties of the County Administrator as referenced in Section 3.02 of the Charter.

3. Salary and Salary Adjustments. Commencing on the Effective Date, Cepero's initial annual base salary shall be Three Hundred and Sixty-Eight Thousand, Eight Hundred and Ninety-Two Dollars (\$368,892), payable in bi-weekly installments in accordance with County policy. If at any time after full execution of this Agreement, whether before or after the Effective Date, the County Commission approves a base salary increase (percentage or fixed amount) for the County's unrepresented employees (i.e., those employees of the County who are not subject to a collective bargaining agreement) as a class, Cepero will automatically receive the same base salary increase or any such greater salary increase approved by the County Commission in its sole discretion.

4. Health Insurance; Leave; Other Benefits, and Requirements.

A. Cepero shall have access to Broward County's cafeteria plan of optional employee benefits, which currently includes options such as health, life, disability, cancer, vision, and dental insurance, and shall receive all applicable County funding contributions on the same basis as approved by the County for all other Executive Team employees, except as expressly provided herein.

B. All leave for Cepero, including annual and sick leave, shall continue to accrue at the rate it had been accruing immediately prior to the Effective Date (subject to any changes to the County's leave accrual policies). Except to the extent inconsistent with the terms of this Agreement, all rules, policies, and procedures of the County, including as amended, shall apply to Cepero. This specifically includes rules, policies, and procedures related to leave (including annual leave, sick leave, administrative (job basis leave), and personal days, as well as accrual of, and payouts, regarding all such leave); retirement and pension contributions (in the Senior Executive Management Service Class of the Florida Retirement System); holidays; other fringe benefits; and working conditions.

5. Deferred Compensation. In addition to the salary referenced in paragraph 3 above, Cepero shall receive during each bi-weekly pay period one twenty-sixth (1/26) of the applicable maximum annual amount of public-employee deferred compensation allowed under applicable Internal Revenue Service Regulations and other applicable law. The County shall pay this amount on Cepero's behalf into the County-approved deferred compensation plan selected by Cepero. The maximum annual amount shall include, if applicable, the "over 50 catch-up" (\$6,500 for 2021, as of the date of this Agreement) in addition to the regular annual contribution limit (\$19,500 for 2021, as of the date of this Agreement), but shall not include any other "catch up" provision. This benefit is in lieu of any deferred compensation benefit provided to Executive Team employees.

6. Car Allowance. Cepero will be required to use a car from time to time in performing her duties as County Administrator and shall receive a car allowance in the gross amount of Seven Hundred and Thirty-Five Dollars (\$735) per calendar month, commencing the month of the Effective Date. The allowance will be adjusted annually, on October 1st, using the Miami-Fort Lauderdale Consumer Price Index-All Urban Consumers. Additionally, car travel on County business outside of Broward County (but not within the County) shall be reimbursed according to County policy. Cepero agrees to procure and maintain an automobile insurance policy meeting or exceeding the County-required coverage, which currently requires limits of no less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury liability, and One Hundred Thousand Dollars (\$100,000) for property damage (with a copy of each current policy provided to the Risk Management Division).

7. Termination by County. Regardless of any other provision in this Agreement, and consistent with Section 3.02 of the Charter, Cepero acknowledges and understands that the position of County Administrator is in an at-will capacity that is exempt from accruing or receiving property rights other than as expressly set forth in this Agreement, and that she serves at the pleasure of the County Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County Commission to revoke the appointment of Cepero for cause or without cause and terminate this Agreement, subject to any applicable post-termination obligations stated herein, which post-termination obligations shall survive termination of this Agreement. If, other than for cause (as defined in paragraph 8.A.), the County Commission terminates this Agreement and rescinds Cepero's appointment as County Administrator prior to the Effective Date, the County shall pay to Cepero within thirty (30) days after such termination, stipulated damages in an amount equal to the Severance Payment (as defined in paragraph 8). This payment does not impact Cepero's current, at-will employment as Deputy County Administrator.

8. Severance Payment Due Upon Removal Without Cause. Cepero shall only be due the Severance Payment (as defined below) if any of the following circumstances occur:

A. If the County Commission removes Cepero from the position of County Administrator other than for cause (cause includes but is not limited to any misconduct as defined in section 443.036(29)(a)-(d), Florida Statutes);

B. The County Commission accepts Cepero's resignation/retirement and, by formal action, the County Commission acknowledges that such resignation or retirement constitutes removal without cause;

C. The position of County Administrator is eliminated pursuant to an amendment to the County Charter (the removal here is deemed to occur on the day prior to the date the position is effectively eliminated, not on the date the Charter amendment is approved); or

D. The base salary or benefits of Cepero are reduced in a greater percentage than any applicable across-the-board reduction of salary or benefits of all unrepresented County employees, and Cepero elects in writing to resign her position because of said reduction within thirty (30) days after she is notified in writing of such reduction.

The circumstances described in A-D above are hereinafter referred to as "Removal without Cause." The County shall, within thirty (30) days after the effective date of a Removal without Cause, pay Cepero the amount she would have received in salary and benefits for the full twenty (20) week period after the effective date of the Removal without Cause ("Severance Payment"). For purposes of this paragraph, "salary" is Cepero's base salary as County Administrator as of the date of notice of the Removal without Cause (or the removal pursuant to paragraph 8.C. above) or the salary stated in paragraph 3 in the event of termination of this Agreement by the County Commission prior to the

Effective Date as provided in paragraph 7, and “benefits” means the deferred compensation payment described in paragraph 5 herein, the County’s contributions to Cepero’s health insurance plan in place as of the effective date of the Removal without Cause (or the amount payable to Cepero if, at the time of such Removal without Cause, she has validly waived County health insurance coverage), and annual and sick accrual and payout consistent with the County’s then-existing policies for unrepresented employees.

9. Benefits-eligibility after Separation. After the end of her employment as County Administrator, and without regard to whether a Severance Payment is made, Cepero’s eligibility for the benefits described in paragraph 4 shall be consistent with then-existing County policies for unrepresented employees.

10. Termination by Cepero. Cepero may resign as County Administrator and thereby terminate this Agreement at any time by providing email notice of her resignation to the Mayor, with a copy to each County Commissioner, at least ninety (90) days prior to the effective date of such resignation.

11. Professional Costs. The County shall pay the reasonable professional dues and subscriptions of Cepero for her participation in international, national, regional, state, and local associations, and organizations necessary and desirable for her continued professional development and for the benefit of the County. The County shall also continue to pay reasonable costs for identity theft protection for Cepero.

12. Expenses. As permitted by state law, County ordinance, and County policy, County shall pay the business expenses of Cepero while conducting or traveling on County business or while attending functions as the representative of, or on behalf of, the County, or while attending international, national, regional, state, and local association meetings, short courses, institutes, and seminars in furtherance of her professional development and for the benefit of the County. Advance County Commission approval is required for international travel, in accordance with County policy.

13. Bonds. The County shall bear the full cost of any fidelity or other bonds required of Cepero pursuant to any law or ordinance.

14. Other Fringe Benefits. The County agrees to make available to Cepero such other benefits that are not specifically covered by this Agreement as they now exist or may exist in the future, and as may be amended from time to time, on the same basis as such benefits are made available to other Executive Team employees. These benefits will include, but not be limited to, retirement and pension contributions (except for any deferred compensation benefit provided to Executive Team employees), cafeteria plan options, sick leave, holidays, and other fringe benefits.

15. Indemnification. To the full amount permissible under applicable law, the County shall defend (through the Office of the County Attorney or such outside counsel as the County may

otherwise deem appropriate), hold harmless, and indemnify Cepero against and from any and all claims or actions of any type, consistent with the provisions of Section 768.28, Florida Statutes, as amended, including actions for equitable relief, whether groundless or otherwise, including attorney's fees and costs, arising from any act or omission, either alleged or real, which occurs or occurred during her employment and the performance of her duties as County Administrator (collectively, a "Claim"), even if Cepero is named as a defendant in her personal capacity. The County may compromise and settle any Claim and will pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. If County settles a Claim solely as to County in an action where Cepero and County are co-defendants, County shall continue to defend Cepero through the pendency of such litigation. Cepero shall cooperate fully in the defense, compromise, or settlement of any Claim in which the County defends, holds her harmless, or indemnifies her. Any unreasonable failure by Cepero to provide full information to or to cooperate with the County's attorneys shall be cause for the County to deny Cepero any or all of the rights under this paragraph. The County and Cepero each acknowledge and agree that there may be certain Claims asserted against Cepero where the County may be precluded by law from providing the defense, hold harmless, or indemnification under this paragraph; in such event, the County reserves the right to deny Cepero a defense, hold harmless, and/or indemnification and/or may alternatively assert its right to recover its costs and expenses, including attorney's fees, at a later date based on the preclusion of law as stated in this paragraph. The obligations of this paragraph shall survive the termination of this Agreement, however terminated.

16. County Furlough Policy. Cepero acknowledges that all County employees, including the County Administrator, must comply with any furlough policy applicable to unrepresented employees, and that her salary as stated in paragraph 3 above will be reduced in connection with any future unpaid furlough days.

17. References to County Policy. Cepero acknowledges that the County reserves the right to amend its policies at any time, and that references in this Agreement to County policy shall mean the policy as may be amended from time to time.

18. Entire Agreement; Amendment; Construction; Venue. This Agreement constitutes the entire and final agreement and understanding of the Parties in connection with Cepero's appointment as County Administrator, and supersedes any and all prior or contemporaneous promises, agreements, understandings, and representations in connection with such appointment. No amendment to this Agreement shall be effective unless it is in writing, signed by Cepero, and signed by an authorized representative of the County after being approved by the County Commission. Because both Parties contributed equally to the drafting of this Agreement, the Agreement shall not be construed more strictly against either party. Cepero and the County each agree that exclusive venue for any litigation resulting from, arising under, or related to this Agreement shall be in the 17th Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida.

19. Legal Review. Cepero acknowledges that she has had ample opportunity to consult with independent legal counsel of her choosing in connection with the negotiation and drafting of this Agreement, and that she has obtained the legal guidance she determined to be necessary and appropriate.

20. Notices. All notices made pursuant to this Agreement shall be made as follows: as to Cepero, by email to her Broward County email address; and as to the County Commission, to the Mayor and all other members of the County Commission by email to their respective Broward County email addresses.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 15th day of June, 2021, and Monica Cepero, duly authorized to execute same.

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Nathaniel A. Klitsberg 06/03/2021
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

WITNESSES:

MONICA CEPERO

Kim Campbell
Signature
Kim Campbell
Print Name of Witness above

By: [Signature]
Monica Cepero

[Signature]
Signature
KEVIN B. KELLEHER
Print Name of Witness above

3rd day of June, 2021