

EMPLOYMENT AGREEMENT

This Agreement is entered into this ____ day of August, 2026, by and between the CITY OF CLEARWATER, FLORIDA (hereinafter the "City"), and Owen Kohler (hereinafter the "Employee").

WHEREAS, the City Council voted at a public meeting on July 16, 2026, to begin negotiations with the Employee to serve as City Attorney; and

WHEREAS, it is the desire of the City Council that the City enter into this agreement to provide certain benefits, establish certain conditions of employment, and set working conditions of the Employee; and

WHEREAS, it is the desire of the City Council: (1) to secure and retain the services of Employee and provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring 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 proper means for severing the employment relationship, whether by Employee or the City, in a fair and equitable manner; and

WHEREAS, the Employee has the professional experience, expertise, and qualifications required to hold the position of City Attorney and desires to hold the position under the terms and conditions herein; now therefore,

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. Duties and Responsibilities.

(a) Employee agrees to serve as City Attorney of the City of Clearwater, to fulfill the duties of that office as set forth in the City Code and City Charter, and to perform such other legally permissible and proper duties and functions as directed by law or as the City Council shall determine, which may change from time to time in the sole discretion of City Council.

(b) This Employment Agreement and appointment to the office of City Attorney shall commence on August 22, 2026. The Employment Agreement shall remain in effect until terminated by the City or by Employee as provided herein.

(c) Employee agrees to remain in the exclusive employ of the City and shall not engage in any other employment or business activity without specific prior written approval of the City Council.

(d) Employee agrees to continually provide his best efforts to efficiently and

effectively perform his duties in a professional manner; uphold the City regulations and policies; support the City Council-City Manager form of government as expressed through the City Charter of the City of Clearwater; provide legal advice and representation to the City in accordance with the City Charter and all applicable laws, rules, and regulations; advance the mission statement, values, and principles of operation as adopted by the City Council; and abide by professional and ethical standards of conduct including state law, City Code, state Code of Ethics, and the Rules Regulating The Florida Bar.

(e) At all times, Employee must be and remain a member in good standing of The Florida Bar.

Section 2. Term.

(a) Employee serves at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time with or without cause in accordance with the applicable provisions of the City Charter.

(b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time subject to the provisions of this Agreement.

(c) Nothing in this Agreement shall be construed to establish a fixed time or term of appointment or office.

(d) The position of City Attorney is unclassified and is exempt from the City's Civil Service System.

Section 3. Salary and Other Benefits.

(a) The City acknowledges that the Employee has been employed by the City since February 8, 2018. By entering into this Agreement, the Employee does not waive or forfeit any accrued rights or benefits. This Agreement provides additional benefits, terms, and conditions of employment that will be provided upon execution of this Agreement and does not extinguish, forfeit, or waive any previous rights or benefits, except as expressly provided herein.

(b) The City will compensate Employee for his services rendered pursuant to this Agreement at the annual rate of \$260,000.00, subject to the terms and conditions of this Agreement. This salary shall be earned and paid in biweekly increments, less tax and similar withholdings or deductions required by law or authorized by Employee in writing, commencing with the next full pay period after August 21, 2026. At no time may Employee accelerate the frequency of salary payments or demand payment in a lump sum. These payments will be made only when earned during the term of this Agreement.

(c) Employee's salary and benefits will be reviewed from time to time by the

City Council and may be adjusted as determined in its sole discretion.

(d) Employee shall continue to participate in the Money Purchase Pension Plan (401(a) Plan) as provided in Chapter 2, Article V, Division 6 of the Clearwater Code of Ordinances, and as may be amended by the City Council from time to time. The City agrees to contribute an amount equal to fifteen percent (15%) of Employee's annual base salary to the City's Money Purchase Pension Plan on behalf of Employee, such contributions to be made on a pro rata biweekly basis.

(e) The City agrees to pay the reasonable dues and subscriptions of Employee necessary for full participation in national, regional, state, and local bar associations and organizations necessary and desirable for the good of the City, including, but not limited to, dues of The Florida Bar as well as the cost of continuing legal education.

(f) All of the Employee's existing vacation and sick hours shall be converted into general leave hours at a 1:1 ratio, as of August 21, 2026. The Employee shall cease accruing any vacation hours, sick hours, or floating holidays at that time. Instead, Employee shall begin accruing additional "general leave" in lieu of vacation, sick leave, and floating holidays at a rate of thirty-five (35) days per year to be accrued biweekly beginning on August 22, 2026.

(g) Accumulation of general leave shall be capped at one hundred twenty (120) days. The parties recognize that due to the Employee's prior service to the City, and the conversion described in the previous subparagraph, the Employee will reach the cap sooner than a City Attorney hired externally. To ensure the continuity of service, the Employee shall not utilize more than fifteen (15) consecutive days of general leave, except in the event of an FMLA-qualifying condition or with express prior approval of City Council.

(h) Employee will be permitted to sell back up to ten (10) days of general leave annually. To qualify, Employee must use at least five (5) days of general leave from January 1 through November 15 of the current payroll calendar year, and immediately after this sell back, the general leave accruals must have a remaining balance of at least twenty-one (21) days. For the purpose of this requirement for the 2026 calendar year, the City will count any vacation leave Employee has used prior to assuming his position as the City Attorney in determining whether Employee is eligible to sell back leave in accordance with this Agreement. To be eligible to sell back general leave, Employee shall not have received any formal discipline (suspension, decision-making leave, or involuntary demotion) during this payroll calendar year. Employee shall only be permitted this request once per fiscal year, regardless of the number of days sold. The general leave contribution is irrevocable, and the time will be deducted from the accrual balance. The accrued hours sold will be paid out to Employee at the hourly base rate of pay in effect during the pay period the payment is processed. This request must be provided to the department payroll preparer on or before November 15 to receive the requested hours of regular pay in the payroll period which includes December 1.

(i) Employee is eligible for benefits provided to all other executive/managerial employees as a whole, including:

(1) Employee shall continue to be covered by federal social security.

(2) Employee shall continue to be covered under the City's hospitalization, major medical, and dental programs with the City paying the cost for Employee coverage. This program may, at times, have multiple plan options for Employee. Employee may include dependent coverage under the program at the City employee group rate, if desired and subject to such limitations and available options as are provided in such program. Any other insurance program available to employees of the executive/managerial group as a whole shall apply to the Employee. Employee shall follow the procedures applicable to executive/managerial employees or other full-time employees, as applicable, set forth in the plans, policies, and/or procedures of the City in requesting, obtaining, or participating in these benefits.

(3) Employee will be provided with at least eleven (11) paid holidays each year taken in accordance with practices utilized for other executive/managerial personnel.

(4) The City agrees to pay travel and subsistence expenses of Employee for professional and official travel as provided by City policy consistent with state law.

(5) Employee will be provided life and disability insurance as is provided to City Supervisory Administrative Managerial or Professional ("SAMP") employees.

(6) Employee will be eligible to participate in the City's Tuition Refund Program consistent with the level of benefit provided to other executive/managerial employees as a group.

(7) If the City Council eliminates, modifies, or adds any benefit for all executive/managerial employees as a whole, or applicable to all employees of the City, including those identified in paragraph (i), then such modifications will apply equally to the Employee.

Section 4. Performance Evaluation.

(a) Pursuant to Section 2.01(c) of the City Charter, the City Council shall present an annual report on the evaluation or performance of the City Attorney. The City Council, in its sole discretion, may review Employee's salary at that time, with the first review occurring in October 2027.

(b) The Council, in its sole and absolute discretion, shall decide the format of the evaluation or performance review. The Council may amend that process from time to time, including the incorporation of written or oral evaluation.

(c) The parties recognize that the Council is under no obligation at any time to adjust the Employee's salary during the annual performance review. However, the parties agree in good faith to consider the Employee's qualifications, performance during

the past year, and the salary available to comparable City Attorneys in making that determination.

(d) The Council may at any time establish goals for the Employee, and the completion of said goals may, in the Council's discretion, be reflected on the Employee's future evaluation(s).

Section 5. Termination and Severance Pay.

(a) The City specifically agrees that because the City Attorney is a full-time employee of the City, the sole remedy for any error, omission, negligence, or the like of the City Attorney is termination of employment, except as otherwise provided by state law.

(b) Termination Without Cause. In the event Employee is terminated by the City Council during such time that Employee is willing and able to perform the duties of City Attorney and such termination is without cause, then, in this event, the City will pay Employee on the last day of employment:

1. A lump sum cash payment equal to twenty (20) weeks aggregate salary at the rate in effect at the time of termination. (Aggregate salary shall include the base compensation of Employee and the City's contribution to the Money Purchase Pension Plan. The City's Money Purchase Pension Plan payments that are due shall be deposited with the appropriate fund for the benefit of Employee.)

2. All accumulated and unused general leave of Employee.

(c) Termination Because of Illness or Injury. In the event Employee is terminated by the City Council or resigns his position because Employee is unable to perform the duties of City Attorney, even with a reasonable accommodation, due to any illness or injury, then, in that event, the City will pay Employee on the last day of employment:

1. A lump sum cash payment equal to twenty (20) weeks aggregate salary at the rate in effect at the time of termination. (Aggregate salary shall include the base compensation of Employee and the City's contribution to the Money Purchase Pension Plan. The City's Money Purchase Pension Plan contribution payments that are due shall be deposited with the appropriate fund for the benefit of Employee.)

2. All accumulated and unused general leave of Employee.

(d) Termination for Cause. In the event Employee is terminated by the City Council for proper and just cause, including but not limited to misfeasance, malfeasance, neglect of duty, a formal finding of an ethics violation by the Florida Commission on Ethics, conviction of a felony, any finding by The Florida Bar or Florida

Supreme Court that Employee has violated the Rules Regulating The Florida Bar, or any misconduct as defined in Florida Statutes § 443.036(29), Employee shall receive no severance pay but shall be paid only for any accrued and unused general leave.

(e) Administrative leave required. If at least three (3) members of the City Council vote to remove the City Attorney pursuant to Section 4.02 of the City Charter, then the City Attorney shall be required to immediately enter a state of administrative leave. This requirement shall apply regardless of the reason or basis for removal. During a state of administrative leave, the Employee shall remain in paid status without depleting general leave and continue receiving health insurance and other benefits; however, the Employee shall not instruct or direct City staff, conduct any further business on behalf of the City, make any statements on behalf of the City, or physically enter or remain in City facilities. If the Employee fails or refuses to enter a state of administrative leave, or fails to comply with the terms of administrative leave, the Employee shall be ineligible for the severance described in Section 5(b) or Section 5(c) of this Agreement. The administrative leave shall be lifted if the City Council, upon a second reading, declines to remove the City Attorney.

(f) Voluntary Resignation. In the event Employee resigns to accept other employment or for reasons other than those enumerated above in Section 5(c), Employee shall not receive any severance pay, but shall be paid for the accrued and unused general leave as of the effective date of the resignation. Employee agrees to inform the City Council in writing of voluntary resignation and shall provide at least sixty (60) days' notice in advance unless Employee and City Council otherwise agree. If Employee fails to provide at least sixty (60) days' notice, City Council may terminate Employee's employment immediately for cause and Employee will forfeit all accrued and unused general leave. If Employee has provided proper notice of his resignation, nothing in this paragraph precludes the City Council from making Employee's resignation effective immediately as long as the Employee is paid for the notice period and the accrued and unused leave. Additionally, if the Employee continues to perform services during the notice period, nothing in this Agreement precludes the City Council from terminating Employee's employment in accordance with Section 5(d).

(g) In the event of termination pursuant to Section 5(b) or 5(c), the City agrees to continue paying its portion of medical insurance in effect on his last day of employment, including but not limited to COBRA benefits for Employee only, for a period not to exceed the severance period provided herein. In the event that during such period Employee shall obtain other employment wherein such benefits are paid, the City's obligation to continue paying such medical and other insurance shall cease as of the effective date of such other insurance coverage or the end of the severance period, whichever comes first.

(h) Termination of Employee's employment with the City within the meaning of this section shall mean any formal or informal action of the City Council requesting that he resign or dismissing him from his employment with the City. Upon written notice to City Council, Employee may elect to treat as termination of his employment by the City, within the meaning of Section 5(b) of this Agreement, any other action of the City Council which eliminates, reduces, or precludes Employee from fulfilling the role of City Attorney

as defined in the Charter (or any amendment to the Charter) or which eliminates or reduces benefits provided for in the City Charter, City policies, or City Code of Ordinances in a greater percentage than applicable to other executive/managerial personnel of the City if the purpose of the act is to induce Employee to terminate employment with the City. However, this provision does not apply after Employee has given notice of his resignation.

(i) Waiver of legal remedies. Employee agrees that if his employment is terminated pursuant to Section 5(b) or Section 5(c) of this Agreement, then in order to be eligible for the severance provided in that subsection, the Employee will provide a general release and non-disparagement agreement to the satisfaction of the City, which will include a waiver of any right to seek redress for any claim arising under any federal employment law including but not limited to the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), along with similar acts arising under Florida law, along with any cause of action under the Florida Whistleblower Act or similar statute.

Section 6. Other Terms and Conditions of Employment.

The City Council shall fix any such other reasonable terms and conditions of employment as it may determine from time to time regarding the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

Section 7. General Provisions.

(a) The members of the City Council and Employee agree to work in the spirit of open communication, cooperation, and an atmosphere of mutual trust and support to attain shared goals. The members of the City Council acknowledge that Employee, in his role of City Attorney, represents the City acting through its duly authorized constituents, including its employees and the members of City Council. The City, not any individual directors, officers, employees, Council members, or other constituents, is the client of Employee under Rule 4-1.13 of the Rules Regulating The Florida Bar. As set forth in the Charter, Employee, as the City Attorney, will provide representation to individual directors, officers, employees, or Council members as long as it is not adverse to the City or its interests, relates to actions taken in the course and scope of their employment or role for the City, and is otherwise in accordance with the Rules Regulating The Florida Bar.

(b) The language of the City Charter as it may be amended from time to time with regard to the powers and duties of the City Attorney is incorporated herein by reference.

(c) The text herein including the aforesaid provisions of the City Charter and the City Code shall constitute the entire agreement and understanding between the parties.

(d) This Employment Agreement shall become effective as of August 22,

2026, and shall inure to the benefit of Employee, his heirs, and personal representatives.

(e) If any provision or portion thereof contained in this Agreement is declared or determined to be unconstitutional, invalid, or unenforceable by any duly authorized agency or court, the remainder of this Agreement or portion thereof shall not be affected and shall remain in full force and effect. The provisions of this Agreement are declared to be severable.

(f) The City shall indemnify, defend, and hold harmless Employee as provided in Chapter 2, Article II of the City of Clearwater Code of Ordinances.

Section 8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto as to the matters herein contained. It is entered into without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained in the terms hereof. Except as expressly provided herein, this Agreement extinguishes and terminates all other prior or contemporaneous agreements related to Employee's employment with the City. This Agreement shall not be modified in any respect except by an amendment in writing signed by a duly authorized representative of the parties.

[Remainder of the Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this ____ day of August, 2026.

CITY OF CLEARWATER, FLORIDA

By: _____
Bruce Rector
Mayor

Approved as to form:

Attest:

Sacha Dyson
Outside Counsel
for the City of Clearwater, Florida

Rosemarie Call
City Clerk

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE:

Owen Kohler

Date Signed