

**CITY ATTORNEY  
EMPLOYMENT AGREEMENT**

This Agreement is entered into this 2nd day of September 2021 by and between the CITY OF CLEARWATER, FLORIDA (hereinafter the "City"), and David Margolis (hereinafter the "City Attorney" or Attorney Margolis).

WHEREAS, the City Council selected Attorney Margolis at a public meeting on August 24, 2021, 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 City Attorney; and

WHEREAS, it is the desire of the City Council: (1) to secure and retain the services of the City Attorney and provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the City Attorney'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 Attorney; and (4) to provide a just means for terminating the City Attorney's services; and

WHEREAS, Attorney Margolis has the professional experience and qualifications as a municipal attorney 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) Attorney Margolis agrees to serve as City Attorney of the City of Clearwater and to fill 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 City Council shall determine.

(b) Attorney Margolis shall commence employment October 25th, 2021. This Agreement shall remain in effect until terminated by the City or by City Attorney as provided herein.

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

(d) Attorney Margolis 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 council/manager form of government as

expressed in the City Charter, advance the mission statement values and principles of operation as adopted by the City Council, and abide by ethical standards of conduct including State law, City Code, the State Code of Ethics, and the Rules of Professional Conduct of the Florida Bar.

(e) Attorney Margolis shall establish and maintain residency within the City within one year of date of employment.

## Section 2. Term.

(a) The City Attorney serves at will at the 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 the City Attorney 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 City Attorney to resign at any time.

(c) Nothing in this agreement shall be construed to establish a fixed term of office.

## Section 3. Salary and Other Benefits.

(a) The City agrees to pay the City Attorney for his services pursuant hereto an annual base salary of \$210,000 made payable in biweekly installments beginning October 25, 2021, with a review of salary and benefits annually in October of each year beginning in 2022.

(b) The City agrees to contribute an amount equal to 15 percent of the City Attorney's annual base salary to the City's Money Purchase Pension Plan on behalf of the City Attorney, such contributions to be made on a pro rata biweekly basis.

(c) City Attorney shall be covered by federal social security.

(d) City Attorney shall be provided the following benefits at City's cost and expense:

1. Coverage under the City's hospitalization, major medical, and dental programs with the City paying the cost for the City Attorney's coverage. This program may at times have multiple plan options for the City Attorney. The City Attorney may at his expense obtain dependent coverage under the program at the city employee group rate if desired and subject to such limitations and available options as provided in such program.

2. City Attorney will be provided with eleven paid holidays each year

taken in accordance with practices utilized for other executive/managerial personnel.

3. The City agrees to pay the reasonable dues and subscriptions of the City Attorney necessary for full participation in national, regional, state and local associations and organizations necessary and desirable for the good of the City.

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

5. City Attorney will be provided with a \$600.00 per month car allowance.

6. City Attorney shall be given "general leave" in lieu of vacation, sick leave, and floating holidays at a rate of 35 days per year to be accrued biweekly beginning on October 25th, 2021. Accumulation of general leave shall be capped at 120 days. When the City Attorney reaches the cap, the City Council agrees to consider an increase to the cap or buyback of leave.

7. City Attorney will be provided life and disability insurance as is provided to City executive/managerial employees.

8. City Attorney will be provided up to \$20,000 for the actual and reasonable cost of moving, packing and storing expenses for the complete move of household goods, vehicles, and personal effects to the City of Clearwater. Reimbursement of such actual and reasonable costs shall be made upon presentation of supporting documents. If the City Attorney terminates his employment with the City within two (2) years of hire, he may be required to reimburse the City for all expenses originally reimbursed or paid by the City.

#### Section 4. 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) The City Attorney agrees that because his continued employment as City Attorney is solely at the discretion of the City Council, should employment be terminated by the City Council for any reason, the City Attorney hereby expressly waives any right to seek redress in any manner except as herein provided.

(c) Termination Without Cause. In the event the City Attorney is terminated by the City Council during such time that the City Attorney is willing and able to perform the duties of City Attorney and such termination is without cause, then in this

event the City agrees to pay the City Attorney 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 the City Attorney 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 the City Attorney.)

2. All accumulated and unused general leave (as herein defined) of the City Attorney.

(d) Termination Because of Illness or Injury. In the event the City Attorney is terminated by the City Council or elects to resign his position because the City Attorney is beset with any chronic, debilitating illness or injury which prevents the City Attorney from undertaking or performing the responsibilities of the position of City Attorney, then in that event the City Council agrees to pay the City Attorney 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 the City Attorney 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 the City Attorney).

2. All accumulated and unused general leave of the City Attorney.

(e) Termination for Cause. In the event the City Attorney is terminated by the City Council for proper and just cause, including but not limited to misfeasance, malfeasance, neglect of duty, suspension, or disbarment from the practice of law, or conviction of a felony, the City Attorney shall receive no severance pay but shall be paid only for any accrued and unused general leave.

(f) Voluntary Resignation. In the event the City Attorney resigns to accept other employment or for reasons other than those enumerated above, the City Attorney 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. The City Attorney agrees to inform the City Council in writing of voluntary resignation and shall provide at least two months' notice in advance unless the City Attorney and City Council otherwise agree.

(g) In the event of termination as set forth herein other than a voluntary resignation pursuant to Paragraph (f) or termination for cause pursuant to Paragraph (e) above, the City agrees to continue paying its portion of medical insurance,

including but not limited to, COBRA benefits for the City Attorney only, for a period not to exceed the severance period provided herein. In the event that during such period the City Attorney 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 the City Attorney's agreement by 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. the City Attorney may elect to treat as termination of his employment by the City, within the meaning of this section of the agreement, any other action of the City Council which eliminates or reduces benefits to which the City Attorney is entitled under this Employment Agreement, the City Charter, or the City Code of Ordinances or the role of City Attorney as defined in the Charter, in a greater percentage than an applicable across-the board reduction for other executive/managerial personnel of the City whose purpose is to induce City Attorney to terminate employment with the City.

Section 5. Performance Evaluation.

(a) The City Council shall review the City Attorney at least once annually in accordance with the City Charter. That review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and City Attorney. Said criteria may be added or deleted as the City Council may from time to time determine in consultation with the City Attorney.

(b) Annually the City Council and City Attorney shall define such goals and performance objectives as they determine necessary for proper operation of the City and the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limit as specified in the operating budget and capital improvements and appropriations provided.

(c) In effectuating the provisions of this section, the City Council and City Attorney mutually agree to abide by the provisions of the City Charter.

Section 6. Other Terms and Conditions of Employment.

(a) 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 the City Attorney provided such terms and conditions are not inconsistent or 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 the City Attorney agree to work in the spirit of open communication, cooperation, and an atmosphere of mutual trust and support to attain shared goals.

(b) The language of the City Charter as it may be amended from time to time regarding the powers and duties of the City Attorney is incorporated herein by reference. The text herein including the aforesaid provisions of the City Charter and the City Code shall constitute the entire agreement between the parties.

(c) This Employment Agreement shall become effective as of October 25, 2021, except as otherwise provided herein, and shall inure to the benefit of the City Attorney, his heirs, and personal representatives.

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

(e) The City shall indemnify, defend, and hold harmless the City Attorney as provided in Chapter; 2, Article 2, Clearwater Code of Ordinances.

Section 8. This agreement constitutes the entire agreement between the parties hereto as to the matters herein contained and shall not be modified in any respect except by an amendment in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF CLEARWATER, FLORIDA

By: \_\_\_\_\_  
Frank Hibbard, Mayor

Approved as to form:

Attest:

\_\_\_\_\_  
Pamela K. Akin  
City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE:

David Margolis  
David Margolis

8-27-21  
Date Signed