

## AGREEMENT FOR EMPLOYMENT BENEFITS

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ 2015, by and between the City of Margate, State of Florida, a municipal corporation, hereinafter referred to as "Employer", and Dana E. Watson, hereinafter called "Employee", both of whom understand as follows:

### WITNESSETH

WHEREAS, Employee has retired from the position of Police Chief for the City of Margate; and

WHEREAS, the City Manager has offered Employee the opportunity to return to the position of Police Chief of the City of Margate following a six (6) month absence; and

WHEREAS, Employee has accepted the offer from the City Manager to return to employment as Police Chief of the City of Margate; and

WHEREAS, it is the desire of the City Commission of the City of Margate, hereinafter called "Commission", to provide Employee with certain employment benefits.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of such covenants and conditions, the parties do mutually agree as follows:

### SECTION 1: EMPLOYMENT BENEFITS

Upon the Employee's hiring, by the City Manager, to serve as Police Chief of the City of Margate effective May 1, 2015, Employee shall receive employment benefits as outlined in this agreement, effective May 1, 2015.

### SECTION 2. PAID LEAVE AND BENEFITS:

All provisions of the City of Margate City Charter, Code of Ordinances, Resolutions, regulations and rules of the Employer relating to the use of vacation, sick, personal, holiday, and other leave, accrual of other fringe benefits, and working conditions, as they now exist or hereafter may be increased, shall also apply to Employee as they would to any City employee or Department Head. The same shall be in addition to said benefits enumerated in this Agreement specifically for the benefit of Employee. Employee shall be entitled to receive holiday, sick, personal and emergency response leave benefits as would be accorded to any City employee or Department Head of the City of Margate.

Employee shall be entitled to accrue vacation leave at the highest accrual rate available to any City employee or Department Head of the City. All leave accumulated by the Employee shall be subject to the normal accrual cap limits applicable to any City employee or Department Head.

Employee shall be credited twenty-four (24) days of vacation leave and twenty-four (24) days of personal leave upon the effective date of this agreement. Upon resignation or termination, Employee shall be entitled to payment of all accumulated types of leave based on Employee's then current base hourly rate of pay in accordance with what is provided for any Department Head of the City. The disbursement of said payment shall be, at the sole discretion and determination of Employee, made via either a lump sum settlement that shall be payable in a single installment due and payable to Employee within one (1) normal pay period of termination or a deferral schedule of up to and through six months, as set solely by Employee.

### SECTION 3. RETIREMENT AND DEFERRED COMPENSATION PLAN:

Employee is retired from the Florida State Retirement System, and re-employment of Employee will not result in additional participation for Employee in the Florida Retirement System above the benefit level previously earned by Employee before re-employment. The Employer shall contribute 7% annually based on Employee's annual salary to a mutually agreed deferred compensation plan, and shall approve and execute any and all documents necessary to accomplish this agreement.

### SECTION 4. DISABILITY, HEALTH, AND LIFE INSURANCE:

The Employer hereby agrees to provide Employee with all insurance related benefits accorded any Department Head of the City of Margate including health and disability benefits.

### SECTION 5. OTHER BENEFITS

Employee shall be provided all benefits afforded to an employee of the City of Margate in senior management status, or as a Department Head, except as otherwise provided herein. Employee's prior service shall be considered as years of service for the City of Margate for City seniority purposes.

### SECTION 6. TERMINATION AND SEVERANCE PAY:

A. Nothing in this Agreement shall prohibit the discipline or termination of Employee at the sole discretion of the City Manager of the City of Margate.

B. In the event Employee is terminated by the City Manager, Employer agrees to pay Employee severance pay in an amount equal to twenty (20) weeks' gross salary plus payment, in accordance with Section 2 of this agreement, of all types of accumulated leave, and other eligible benefits accrued to the date of termination. The dollar value of the twenty (20) week severance pay payment shall be subject to applicable Federal withholding tax and Social Security tax deductions.

In the event Employee is terminated because of his entry of a plea of guilty or conviction of any crime involving moral turpitude, or in the event Employee is fired for "misconduct" as this term is defined in Sec. 443.036(29), Florida Statutes, Employer shall have no obligation to pay the aggregate severance sum designated in this section

except for payment, in accordance with Section 2 of this agreement, of all accumulated types of leave, and other eligible benefits. If reinstated, Employee shall receive full pay for the period intervening between his removal and his reinstatement.

Employee and Employer hereby agree that severance pay, if any, shall be paid at the sole discretion of Employee either by a lump sum settlement in a single installment due and payable to Employee within one (1) day of termination or by a deferral schedule up to and through six months as set solely by Employee.

C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give the City Manager sixty (60) days written notice in advance, unless the Employee and City Manager agree otherwise. Additionally, Employee shall not be entitled to receive the twenty (20) week severance pay payment.

In the event of such a situation, at his/her sole option the City Manager may require Employee to immediately vacate his position/employment and also to relinquish any and all emoluments of employment with the Employer, with the exception of his salary for said sixty (60) day period or any portion thereof, together with any type of accrued leave pay-out and all other eligible benefits accrued to the effective date of resignation.

#### SECTION 7. NOTICES:

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, by certified mail, return receipt requested, postage prepaid, addressed as follows:

Employer:

City Manager  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

Employee:

Dana E. Watson  
5790 Margate Boulevard  
Margate, FL 33063

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### SECTION 8. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement may not be amended except by written agreement by and between the parties.

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

E. 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 City of Margate has caused this Agreement to be signed by, executed in its behalf by, its Mayor and City Manager, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE:

By: \_\_\_\_\_  
Dana E. Watson

ATTEST:

\_\_\_\_\_  
Joseph Kavanagh  
City Clerk

CITY OF MARGATE, FLORIDA

By: \_\_\_\_\_  
Joanne Simone  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eugene M. Steinfeld  
City Attorney

By: \_\_\_\_\_  
Douglas E. Smith  
City Manager

WITNESS: \_\_\_\_\_