

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_ 2017, by and between the City of Margate, State of Florida, a municipal corporation, hereinafter referred to as "Employer", and Richard M. Uber, hereinafter referred to as "Employee", both of whom understand as follows:

### WITNESSETH

**WHEREAS**, Employee retired from prior employment with the City of Margate and is receiving pension benefits as a result of that service; and

**WHEREAS**, Employer desires to hire Employee to serve as Plant Manager under the guidance and direction of the Director of the Department of Environmental and Engineering Services; and

**WHEREAS**, as a result of his prior employment, Employee is not permitted to accrue or receive any further pension benefits, but is entitled to receive those benefits to which other non-bargained exempt (that is, salaried) City employees receive.

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

### SECTION 1: EMPLOYMENT

Employee is retained to serve as the "Plant Manager" in the Department of Environmental and Engineering Services effective the \_\_\_\_ day of \_\_\_\_\_, 2017.

### SECTION 2: SALARY

Employer agrees to pay Employee for his services rendered a base salary of \$\_\_\_\_\_. Employee shall be paid in installments at the same time other employees of the Employer are paid.

Employer agrees to increase the annual base salary each year in the same manner and amount as that granted to other non-bargained exempt employees, if any.

### SECTION 3: OTHER BENEFITS

As a result of his retirement from the City of Margate, Employee is not entitled to accrue or receive additional pension benefits, and he agrees that the Employer will not provide any benefit in lieu of or in addition to pension. Employee shall receive all other benefits to which a non-bargained exempt employee is entitled, and as a newly-hired employee effective the \_\_\_\_ day of \_\_\_\_\_, 2017.

#### SECTION 4: TERMINATION

The initial term of this Agreement is for two years. Thereafter, the City may renew this Agreement for additional one year terms, at the sole discretion of the City. In addition, this Agreement may be terminated earlier by Employee or Employer, with or without cause.

#### SECTION 5: MISCELLANEOUS

Employee shall forever hold the Employer harmless in the event that the Florida Retirement System ("FRS") challenges or questions Employee's separation from the City of Margate or entitlement to pension benefits resulting from his prior employment at the City.

EMPLOYER:

CITY OF MARGATE, FLORIDA:

By: \_\_\_\_\_

EMPLOYEE:

By: \_\_\_\_\_  
Richard M. Uber