

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of August, 2018, by and between the City of Margate, State of Florida, a municipal corporation, hereinafter referred to as "Employer", and Carrie L. Sarver, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH

WHEREAS, Employee has served an attorney for local governments for over 13 years and is Board Certified in City, County and Local Government Law; and

WHEREAS, Employee was selected after an extensive search to serve as the City Attorney of the City of Margate (hereinafter referred to as "City"); and

WHEREAS, Employer desires to employ the services of Carrie L. Sarver as City Attorney of the City of Margate as provided by Section 3.13 of the City Charter; and

WHEREAS, it is the desire of the City Commission of the City of Margate, (hereinafter called "Commission"), to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, Employee desires to enter into employment with the City of Margate as the City Attorney.

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. DUTIES

Pursuant to Section 3.13 of the Charter of the City, the City Commission hereby agrees to employ Carrie L. Sarver as City Attorney of the City of Margate to perform the functions and duties of the Office of City Attorney including those specified by the City of Margate Code of Ordinances, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign, effective August 13, 2018 or as shortly thereafter pending satisfactory completion of City screening and background checks.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Commission to terminate the services of Employee at any time, subject to the provisions set forth in Section 2, paragraphs A and B, of this Agreement.

B. This agreement shall commence upon the effective date noted and in accordance with any Resolution approved by the Commission authorizing the Employer to execute this Agreement and shall remain in full force and effect until terminated by the Employer or Employee as provided in Section 2 of this agreement.

SECTION 2. TERMINATION AND SEVERANCE PAY:

A. In the event Employee is removed or discharged by the Commission pursuant to the terms and conditions of this Agreement, then in that event Employer agrees to pay Employee severance pay in an amount equal to eight (8) weeks' gross salary plus the dollar value as determined by the Employee's then current base hourly rate of pay of 100% of all types of accumulated leave, and other eligible benefits accrued to the date of termination. The dollar value of the eight (8) 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 her entry of a plea of guilty or conviction of any crime involving moral turpitude related to her duties as City Attorney, or in the event Employee is fired for "misconduct" as this term is defined in Sec. 443.036(30), Florida Statutes, Employer shall have no obligation to pay the aggregate severance sum designated in this section except for payment of 100% of all accumulated types of leave and other eligible benefits.

Employee and Employer hereby agree that severance pay, if any, shall be paid at the sole discretion of Employer 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 Employer.

B. In the event Employee voluntarily resigns her position with Employer, then Employee shall give Employer sixty (60) days written notice in advance, unless the parties otherwise agree. Additionally, Employee shall not be entitled to receive the eight (8) week severance pay.

In the event of such a situation, at its sole option the Commission may require Employee to immediately vacate her position/employment and also to relinquish any and all emoluments of employment with the Employer, with the exception of any type of accrued leave pay-out and all other eligible benefits accrued to the effective date of resignation.

SECTION 3. SALARY:

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$178,000.00. Employee shall be paid in installments at the same time other employees of the Employer are paid.

On October first of each year and thereafter the Employer agrees to increase the annual base salary and other benefits in such an amount and to such extent as the City Commission may determine.

SECTION 4. PERFORMANCE EVALUATION:

The Commission shall conduct an annual performance evaluation of Employee with a schedule, procedure, and process determined in their sole discretion. Three (3) months prior to the annual expiration of this agreement and before the Commission's annual performance evaluation, the Mayor, City Manager and City Attorney shall meet to discuss the parties' performance expectations and revised goals with the intent to allow for the renewal of this agreement. Within thirty (30) days of such meeting, the Mayor and City Attorney shall advise the Commission of the results of the meeting and propose a schedule for completion of the City Attorney's evaluation and any proposed changes to the agreement.

SECTION 5. HOURS OF WORK:

As much as is practical, Employee shall observe regular business hours in City Hall, Monday through Friday; however, it is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer. Consequently, to that end Employee will be allowed to determine her own office hours and to take time off as she shall deem appropriate with Commission approval.

SECTION 6. OUTSIDE ACTIVITIES:

Employee shall be allowed time for teaching, counseling, consulting or other non-Employer connected business; however, same shall not interfere nor conflict with her full-time duties as City Attorney. The number of hours will be limited to ten (10) per month unless approved by the Commission.

SECTION 7. AUTOMOBILE:

It is understood that Employee's duties require extensive use of an automobile at all times during her employment with Employer. The City agrees to provide at the Employee's request an automobile allowance in the amount of \$400 monthly, for utilization of her own vehicle for City duties. Employee will be reimbursed for business travel in accordance with established City policy.

SECTION 8. 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 including participation in the senior executive level of the Florida State Retirement System (FRS), and working conditions, as they now exist or hereafter may be increased, shall also apply to Employee as they would to Department Heads. 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, personal and emergency response leave benefits as would be afforded any Department Head of the City of Margate.

Employee shall be credited twenty (20) days of vacation leave and twelve (12) days of sick leave on October 1 of each year of this Agreement. All leave accumulated by the Employee shall be subject to the accrual cap limits applicable to a City Department Head. Except as otherwise provided in Section 2A of this Agreement, upon resignation or termination Employee shall be entitled to a cash out of 100% of all accumulated types of leave based on Employee's then current base hourly rate of pay. The disbursement of said cash out 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 10. DISABILITY, HEALTH, AND LIFE INSURANCE:

The Employer hereby agrees to provide Employee with all insurance related benefits afforded any Department Head of the City of Margate including health and disability benefits. In addition, Employer shall pay the premium due for term life insurance in the amount of \$250,000 or the Employee can receive the fair market value of the insurance premium in lieu of City coverage as determined at the Employee's discretion. The Employee shall name the beneficiaries of the life insurance policy.

SECTION 11. DUES AND SUBSCRIPTIONS:

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Employer.

SECTION 12. PROFESSIONAL DEVELOPMENT:

A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee, and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual conferences of IMLA, City County Local Government Section of the Florida Bar, Florida Municipal Attorneys Association, the Florida League of Cities, and any other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee to attend or participate in short courses, institutes, and any training and educational conferences, seminars, symposiums, workshops, and similar opportunities that are necessary and desirable for her professional development and for the good of the Employer, subject to Commission approval.

SECTION 13. CELL PHONE AND COMPUTER EXPENSES:

Employee shall be provided an \$80.00 monthly cell phone allowance. Upon phone upgrade, Employee shall also be provided with a \$200.00 phone upgrade allowance once per year.

The City shall provide desktop computing equipment for Employee's use at City Hall and up to two mobile computing devices, (iPad, tablet computing device, laptop, etc.) subject to reimbursement to the Employee if the Employee makes the purchase, with computer data service at the City's expense. Any mobile computing devices will remain the property of the City and be returned to the City upon employment separation.

SECTION 14. INDEMNIFICATION:

Employer shall defend, save harmless and indemnify Employee against any tort (except a tort that constitutes Employee conduct involving fraud, dishonesty, theft, or any crimes relating to her employment or because of a conviction of a felony), and any professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, unless prohibited by law. In accordance with the above provision of this Section, Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. Employer may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

SECTION 15. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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.

SECTION 17. DEATH OF EMPLOYEE:

Upon Employee's death, Employer's obligations hereunder shall be the same as for any other Department Head of the City of Margate.

SECTION 18. 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:

Employee:

Carrie L. Sarver
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Employer:

Mayor and City Commission
City of Margate
5790 Margate Boulevard
Margate, FL 33063

And

City Manager
City of Margate
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 19. 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 be amended by written request made by either of the parties and formalized by written agreement by both parties and approved by the Commission.
- 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 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.

ATTEST:

CITY OF MARGATE, FLORIDA:

Joseph J. Kavanagh
City Clerk

By: _____
Arlene R. Schwartz
Mayor

APPROVED AS TO FORM:

James A. Cherof
Interim City Attorney

By: _____
Samuel A. May
City Manager

EMPLOYEE:

By: _____
Carrie L. Sarver