



City Commission

Mayor Anthony N. Caggiano
Vice Mayor Tommy Ruzzano

Antonio V. Arserio
Arlene R. Schwartz
Joanne Simone

City Manager

Samuel A. May

Interim City Attorney

Goren, Cherof,
Doody & Ezrol, P.A.

City Clerk

Joseph J. Kavanagh

February 6, 2019

Daniel Booker, Fire Chief
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Dear Chief Booker:

You have served as the City of Margate's Fire Chief since your promotion to that position on December 21, 2015. The purpose of this letter is to confirm the terms and conditions of your employment. Once signed by both of us it will be submitted to the City Commission for confirmation.

The Fire Chief is a contractual, specialized professional employee who works under the direction and control of the City Manager but who is subject to appointment by the City Commission. You are an "at will" employee of the City and you have no vested right or property right in your position but serve at the discretion of the City Commission as provided in City Charter Section 4.08.

You acknowledge that there has been no representation or promise, expressed or implied, fixing the term of your appointment.

The job description for Fire Chief is attached as Exhibit "A", and you agree to provide the City with the services included in that job description.

As Fire Chief you will at all times:

- a. Devote all your time, attention, knowledge, and skill solely and exclusively to the business and interests of the City during normal working hours and at City related events after normal business hours.
- b. Perform your duties and obligations faithfully, industriously, and to the best of your ability.
- c. Not engage in conflicting outside employment except with prior written authorization of the City Manager.
- d. Keep the City Manager fully informed in advance of all travel and activities that take you out of the office for more than a day at a time. All travel must receive prior written approval of the City Manager.
- e. Maintain all State of Florida certifications required to serve as a fire rescue command officer.

The City Manager will periodically review and evaluate your performance. The review and evaluation will be in accordance with performance criteria developed by the City Manager. The criteria may be added to or deleted from as the City Manager or the City Manager may from time to time determine, except that you will not be evaluated for tasks if no performance criteria have been established. Further, the City Manager will provide

City Manager's Office

5790 Margate Boulevard, Margate, FL 33063 • Phone: (954) 935-5300 • Fax: (954) 935-5304

www.margatefl.com • citymanager@margatefl.com

to you a summary written statement of the evaluation and provide an adequate opportunity for you to discuss your evaluation with the City Manager.

Periodically, you will meet with the City Manager and define such goals and performance objectives that are determined necessary in attainment of the objectives and will further establish a relative priority among those various goals and objectives, which will be reduced to writing. Such goals and objectives will be generally attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided by the City.

Compensation adjustments will be at the sole discretion of the City Manager but will be generally consistent with the rate of increase for City Department heads. Compensation adjustments are subject to the appropriation of funds by the City Commission.

Your compensation and other monetary benefits are as follows:

- a. Your annualized salary is ONE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED SIXTY-ONE (\$158,461), payable in equal bi-weekly installments.
- b. The City will pay or reimburse you for out-of-pocket expenses when such expenditure is authorized by the City Manager in advance and related to your job responsibilities.
- c. You will receive the same Health Insurance benefit provided to non-union City employees. The scope of benefit and any employee payments thereto are subject to unilateral modification by the City.
- d. You will be enrolled in the Florida Retirement System as a plan participant under the Special Risk class of employment.
- e. You may observe the same paid legal holidays as City managerial employees.
- f. You shall be credited two hundred (200) hours of vacation and ninety-six (96) hours of sick leave on October 1 of each year. All leave accumulated shall be subject to the accrual cap limits applicable to a City Department Head, except that all accumulated leave hours that exceed such cap on September 30 of each year shall be paid to you in a single lump sum payment based on your then current base hourly rate of pay. Upon resignation or termination, you shall be entitled to a cash out of 100% of all accumulated types of leave based on your then current base hourly rate of pay. The disbursement of said cash out shall be, at your sole discretion and determination, made via either a lump sum settlement that shall be payable in a single installment due and payable within one (1) normal pay period of termination or a deferral schedule of up to and through six months, as set solely by you.
- g. Except as otherwise provided herein, your benefits will generally be consistent with those provided to all other Department Head level positions.
- h. Use of a City maintained vehicle.

If you accept the appointment, the City shall defend and indemnify you against all claims and actions, civil or criminal, provided the claims or actions arise out of and in the course of the performance of your duties and responsibilities pursuant to this Appointment; and pay any judgment that may be entered against you in a civil action arising out of and in the course of the performance of your duties and responsibilities pursuant to this Appointment, except a judgment based on intentional wrongdoing by you. The City reserves the right to select, appoint, retain, or discharge legal counsel necessary to provide the foregoing defense.

This Appointment shall terminate:

- a. At any time unilaterally by the City Commission. Unilateral termination shall be by majority vote of the City Commission and need not reflect performance-related reasons;
- b. Your death;
- c. Your resignation. A resignation shall be submitted in writing and shall provide for actual resignation date no later than thirty (30) days following the date of notice of resignation. The City Manager may accept your resignation but may fix a termination date prior to your selected final day of employment. If the latter occurs, your compensation will end on the 30th day following the date of the notice of resignation.

If this Appointment is terminated by unilateral action by the City Commission you shall be entitled only to:

- a. Reimbursement for as-yet non-reimbursed expenses pursuant to this Appointment;
- b. An amount for accrued and unused vacation leave paid out as provided herein;
- c. An amount for the accrued and unused sick leave paid out as provided herein;
- d. Severance pay of sixty (60) days of prorated base salary calculated as follows: Your annual base salary as of the termination date, shall be divided by 365 days, and that amount shall be multiplied by 60 days, less customary taxes/withholdings.
- e. No severance pay shall be issued if you are terminated for misconduct as defined by Section 443.036(29), Florida Statutes.

If this Appointment terminated due to your resignation, physical disability or death, you or your beneficiary, guardian or personal representative will be entitled only to the following compensation and benefits:

- a. Base salary through the date of resignation or such other date as mutually agreed to between you and the City Commission;
- b. Reimbursement for as-yet non-reimbursed expenses pursuant to this Appointment;
- c. An amount for accrued and unused vacation leave paid out as provided herein;
- d. An amount for the accrued and unused sick leave paid out as provided herein;

Severance pay, if any, does not constitute a part of annual earnings or compensation for services and is excluded from the calculation of pension or retirement benefits.

No modification of or amendment to this Appointment will be valid unless reduced to writing and signed by both parties.

No collective-bargaining agreement to which the CITY is a party will in whole or in part govern, apply to, or be deemed part of or incorporated into this appointment.

Any civil action arising out of this Appointment or the nonperformance or breach of any covenant contained in it will be brought only in Broward County, Florida.

The City's waiver of any breach of any term, condition, or covenant of this Appointment will not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this appointment.

This Agreement will be binding on and inure to the benefit of your heirs and personal representatives and, the City regardless of changes in the persons holding office as members of the City.

If any provision of this Appointment or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, the provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this appointment or their application to other parties or circumstances.

This appointment and the terms, conditions, and covenants contained in it will be governed by and construed in accordance with the laws of the State of Florida.

This appointment letter contains the entire agreement between the City and you. All prior agreements and understandings, whether written or oral, pertaining to the City's appointment of you are fully abrogated and of no further force and effect from and after the date of this appointment letter.

Regardless of which party's counsel prepared the original draft and subsequent revisions of this letter of appointment, the appointee and the City and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Appointment will not be deemed to be the product of and, therefore, construed against either of them.

The omission from this letter of a term or provision contained in an earlier draft of the letter will have no evidentiary significance regarding the intent of the parties.

If the foregoing terms and conditions are acceptable to you, please sign and date the original of this letter, in the space provided below, and return it to me.

Very truly yours,

CITY OF MARGATE, FLORIDA

By:

Sam May, City Manager

Date:_____

The forgoing terms and conditions of this employment offer are accepted by

Chief Daniel Booker

Date:_____