

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2018-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN DAVID MIGUT AND THE CITY OF MARATHON, FLORIDA FOR CITY ATTORNEY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Attorney has served in his position since August 25, 2015; and

**WHEREAS**, the 2015 Agreement is for a term of three years; and

**WHEREAS**, the parties wish to amend the 2015 Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The First Amendment to the Employment Agreement between David Migut and the City of Marathon, Florida, attached hereto as Exhibit "A", is approved. The Mayor is authorized to execute the Agreement on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12<sup>th</sup> DAY OF JUNE, 2018**

**THE CITY OF MARATHON, FLORIDA**



**Michelle Coldiron, Mayor**

AYES: Cook, Zieg, Senmartin, Bartus, Coldiron  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
Scott Black, Special Counsel

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to the Employment Agreement entered into on July 28, 2015 (“2015 Agreement”), by and between the City of Marathon, Florida, a Florida municipal corporation (the “City”) and David Michael Migut (“City Attorney”) is entered into this \_\_\_\_ day of June 2018.

WHEREAS, the City Attorney has served in his position since August 25, 2015; and

WHEREAS, the 2015 Agreement is for a term of three years; and

WHEREAS, the parties wish to amend the 2015 Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 2 of the 2015 Agreement is amended to read as follows:

### SECTION 2. TERM

~~This Agreement shall be for a term of three years and renewable by further agreement between the parties. 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, subject only to the provisions set forth in the City Charter and Section 11 of this Agreement. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign at any time from the City Attorney position subject only to the provisions set forth in the City Charter and Section 11 of this Agreement.~~

This Agreement shall be of a continuing nature and for an indeterminate term, provided, however, that: 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, subject only to the provisions set forth in the City Charter and Section 11 of this Agreement. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign at any time from the City Attorney position subject only to the provisions set forth in the City Charter and Section 11 of this Agreement.

2. Section 6 of the 2015 Agreement is amended to read as follows:

### SECTION 6. VACATION, ADMINISTRATIVE, AND SICK LEAVE

Effective with the pay period that includes October 1, 2018, the City Attorney shall earn and be credited with Vacation Leave at a rate equal to the highest rate earned by any other employee of the City of 160 hours per year. The amount will be capped in accordance with the City's policy, currently 152 hours. Notwithstanding any limitations in the Employee Resource Guide, the City Attorney is entitled to accrue vacation leave without limit. If the City Attorney intends to consecutively use more than 100 hours of vacation time, he must get pre-approval from City Council.

The City Attorney shall receive the same Sick Leave provided to other City employees.

~~Notwithstanding any limitations in the Employee Resource Guide, the City Attorney is entitled to accrue all vacation and sick leave in the same manner as all other City employees.~~

3. In all other respects, the Agreement entered into on July 28, 2015 shall remain in full force and effect.

**THE CITY OF MARATHON, FLORIDA**



Michelle Coldiron, Mayor

**ATTEST:**



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Scott Black, Special Counsel

**DAVID MICHAEL MIGUT**

Witnesses:

By: 

