

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this 13th day of January 2026 (the "Effective Date"), by and between Thomas M. David, (the "Attorney"), and Charlotte County, a political subdivision of the State of Florida, (the "County").

RECITALS

- A. Charlotte County Charter section 2.3(D) provides that a County Attorney shall be selected by the Board of County Commissioners (the "Board") and that the County Attorney shall serve at the pleasure of the Board.
- B. On December 9, 2025, the Board selected Thomas M. David to be County Attorney and to perform the duties of County Attorney pursuant to the terms described below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, County and Attorney hereby agree as follows:

1. Duties.

County employs Attorney as County Attorney and vests him with the powers, duties, and responsibilities set forth in the Charlotte County Charter and the Charlotte County Code of Laws and Ordinances (the "Duties"). Attorney shall perform the Duties and such other legally permissible and proper assignments as the Board shall from time-to-time adopt, which assignments shall be incorporated into the Duties.

2. Term; Separation; Severance.

- 2.1 Term. Attorney's employment Term pursuant to this Agreement shall be as follows:

- 2.1.1 This Agreement's Term commences at 12:01 a.m. on January 16, 2026, which date shall also constitute Attorney's date of appointment under Chapter 112, Florida Statutes. Attorney shall serve at the pleasure of the Board until this Agreement is terminated subject and pursuant to its terms. Attorney shall not have a property interest in Attorney's employment other than as set forth in this Agreement.

- 2.1.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Board's right to terminate Attorney's employment at any time, subject only to the provisions set forth in the County Charter and this Agreement.

- 2.1.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with Attorney's right to resign, subject to the provisions set forth in this Agreement.

2.2 Termination.

2.2.1 Termination by the Board.

2.2.1.1 The Board may terminate, pursuant to section 2.3(D)(4) of the Charlotte County Charter, Attorney's employment with or without cause as effective on a specified termination date. Termination "with cause" means the Board finds Attorney culpable for one or more of the following: gross negligence in the handling of County affairs; willful disregard of a clear, direct and lawful Board order, demand, or policy; conduct unbecoming a public employee; habitual drug abuse; conviction of a felony; conviction of any crime involving moral turpitude; breach of this Agreement, or, loss of Attorney's license to practice law in the State of Florida. For the purpose of this section, if Attorney pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted of said felony, notwithstanding a suspension of sentence or withholding of adjudication.

2.2.1.2 If the Board elects to terminate Attorney's employment without cause, County shall pay to Attorney, as Severance, and in full satisfaction of County's obligations under this Agreement, a lump sum payment equivalent to twenty weeks of Attorney's Base Salary at its current rate, along with unused accrued Paid Time Off ("PTO"). As additional Severance, County shall pay for, or provide, health care insurance for twenty (20) weeks subject to the same terms and conditions as other Board employees in effect on the termination date. No Severance under this section shall be paid or provided if Attorney is terminated for misconduct as defined in section 443.036(29), Florida Statutes. County shall make the lump sum payment no later than 30 days after the termination date. This section shall not apply to terminations with cause. This section shall survive this Agreement's termination.

2.2.2 Resignation. Attorney may resign by delivering written notice to the Board Chair no fewer than 45 days before the date Attorney's resignation becomes effective, unless the parties agree otherwise. For purposes of this Agreement, the resignation's effective date shall also be this Agreement's termination date. If Attorney resigns pursuant to this section, Attorney shall receive payment under this Agreement for the balance of Attorney's Base Salary, Deferred Compensation and unused accrued PTO for the actual days Attorney has performed the Duties, but not for the remainder of this Agreement's term. If Attorney resigns pursuant to this section, Attorney shall not be paid or provided the Severance described in section 2.2.1.2 above, unless the parties agree otherwise.

2.2.3 Termination by Mutual Agreement. This Agreement may be terminated on a termination date by mutual, written agreement of the Board and Attorney, upon such terms and conditions as may be mutually beneficial.

2.2.4 Death. This Agreement shall terminate automatically upon Attorney's death. Severance benefits described in section 2.2.1.2 above shall not be payable to Attorney's estate; however, Attorney's estate or designated beneficiary shall be paid all unpaid Base Salary, Deferred Compensation, accrued but unused PTO, and other applicable benefits pursuant to County's policies and procedures.

2.2.5 Disability. If Attorney becomes permanently disabled or is otherwise unable to perform Attorney's Duties because of sickness, accident, injury, mental incapacity or impaired health for a period of 4 successive weeks in excess of any accrued PTO balances, County may terminate this Agreement. If this Agreement is terminated pursuant to this section, Attorney shall not be paid or provided the Severance described in section 2.2.1.2 above, unless the parties agree otherwise.

2.2.6 Accrued Benefits. In all instances, Attorney shall be entitled to all accrued benefits provided for in this Agreement, subject to the same terms and conditions as other Board employees, unless this Agreement is in conflict whereupon this Agreement shall govern.

3. Salary and expenses.

3.1 Base Salary. Attorney shall be paid a base annual salary of \$195,000.00 per year, payable in installments at the same time and in the same manner as applicable to general Board employees. This salary shall be reviewed annually simultaneously with the performance appraisal pursuant to the "Evaluations of Commission's Appointees' Performance" section of the County's Administrative Code, as amended from time to time. If the Board finds that Attorney has met the Board's goals and objectives, Attorney shall be entitled to an increase in Base Salary and/or benefits in such amounts and to such extent as the Board of County Commissioners may determine. If the Board finds that Attorney has met the Board's performance expectations during any year, then Attorney's annual increase shall be at least equal to the average percentage increase given in that year to Board employees. Base Salary increases accorded to Attorney upon Board adoption shall constitute an amendment incorporated into this Agreement.

3.2 Professional Dues, Travel and Job-Related Expenses.

3.2.1 County shall pay Attorney's reasonable professional dues and subscriptions, as Attorney deems necessary for Attorney's participation in national, regional, state and local associations and organizations necessary and desirable for Attorney's continued professional participation, growth and advancement. Such reasonable professional dues and subscriptions shall be subject to the periodically adopted budget for the County Attorney's Office.

3.2.2 County shall pay Attorney's reasonable travel and per diem expenses pursuant to section 112.061, Florida Statutes, when Attorney's travels on County business, while attending functions as a County representative, or, while attending courses,

institutes or seminars that are necessary for Attorney's professional development. Such reasonable travel and per diem expenses shall be subject to the periodically adopted budget for the County Attorney's Office.

3.3 Automobile. Effective on the date of this Agreement and continuing for the duration of this Agreement, County shall pay Attorney an automobile allowance of \$300.00 bi-weekly, which shall be increased annually by the percentage increase as measured by the United States Consumer Price Index.

3.4 Smart Phone. Effective on the date of this Agreement and continuing for the duration of this Agreement, Attorney shall be eligible to participate in County's smart phone program or, if such program is not available, County agrees to pay Attorney \$40 per month for cellular phone usage, which amount may be revised from time to time in accordance with County Policy. Attorney agrees to maintain all call logs, emails and texts as required by the Florida Public Records Act.

4. Benefits. Effective on the date of this Agreement and continuing for the duration of this Agreement, County shall provide Attorney the following:

4.1 Health Care Insurance. County will at its expense provide Attorney, spouse, and eligible dependents with medical insurance coverage under County's group benefit plan, for this Agreement's Term.

4.2 Life Insurance. County shall pay the amount of premium due for term life insurance, through County's group plan, in an amount equal to two times Attorney's Base Salary, for the Term of this Agreement. Attorney must name the life insurance policy's beneficiary or beneficiaries.

4.5 PTO.

4.5.1 Attorney shall be entitled to PTO at the same rate and subject to the same conditions as other Board employees pursuant to the PTO Policy. Attorney's PTO balance shall be subject to maximum accrual of PTO. However, Attorney's leave in excess of maximum accrual of PTO shall not be forfeited; instead, Attorney shall be paid the cash value of leave in excess of the maximum accrual of PTO in the month following the end of the fiscal year.

4.5.2 In addition to the PTO Policy's option to "Cash Out of PTO," Attorney may elect to be paid the present cash value of up to 160 hours of accrued PTO in a lump sum payment upon request, by delivering written notice to County.

4.5.3 Board deems Attorney's PTO account balance, if any, shall governed by the PTO policy subject to this Agreement's terms.

4.7 Deferred Compensation. County agrees to make bi-weekly contributions into Attorney's designated, Board-adopted, deferred compensation program in an amount equal to the maximum contribution allowable by law.

4.8 Florida Retirement System. Consistent with County policy for Board employees, County shall contribute bi-weekly to Attorney's retirement account. The bi-weekly contributions shall be at the rate established each year for Senior Service Management Class Employees by the Florida Retirement System for its Investment Plan members.

4.9 Other Benefits. County agrees to provide Attorney such other benefits that are not specifically covered by this Agreement, but which are provided to other Board employees. These benefits will include, but not be limited to, cafeteria plan options and contributions to the Florida Retirement System for its Investment Plan members, cost-of-living adjustments, holidays, and additional leave as provided for other Board employees.

4.10 No Reduction of Benefits. Board shall not at any time during the Term of this Agreement reduce Attorney's salary, compensation or other financial benefits, except if it adopts a general reduction for all Board employees and only if such reduction is adopted in the County Attorney's Office budget. Board and Attorney may, by mutual agreement, change Attorney's salary, compensation or other financial benefits during the Term of this Agreement.

5. Outside Employment; Residency.

5.1 Attorney agrees to devote all of Attorney's full working time to the performance of Attorney's Duties and shall not engage in other employment or any contractual relationships for personal services during the Term of this Agreement. Recognizing that certain outside teaching opportunities provide indirect benefits to County and the community; Attorney may elect to accept limited teaching opportunities with the understanding that such arrangements shall take place on Attorney's time off and shall not constitute interference with nor a conflict of interest with Attorney's responsibilities under this Agreement. Attorney shall engage in no political activity other than casting Attorney's ballot at the polls.

5.2 Attorney shall maintain his residency in Charlotte County during his tenure in office.

6. Indemnity.

As part of the express consideration for Attorney's services, County agrees to defend, protect, indemnify, and hold harmless, Attorney, as authorized by general law, from any claims, actions, or demands, including attorney's fees and costs, through and including the appellate level, arising under performance of this Agreement.

7. Employees of the County Attorney's Office.

The parties understand, intend and agree that: (a) Attorney shall be responsible for hiring all County Attorney's Office's staff, who shall serve at Attorney's pleasure; (b) Attorney shall have the authority to discharge attorneys, paralegals, law clerks, and secretaries without cause; and (c) no attorney, paralegal, law clerk or other support staff shall have a property interest in his or her employment.

8. Other Employment Terms and Conditions.

The Board, in consultation with Attorney, shall fix any such other terms and conditions of employment as it may determine, from time to time, relating to Attorney's employment, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Rules Regulating the Florida Bar, or other applicable law.

9. General Provisions.

9.1 This Agreement's terms and any attachments or exhibits constitute the entire agreement between the parties, which may be amended only in a writing signed by the parties.

9.2 The parties intend that if any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect.

9.3 The provisions of this Agreement which by their terms call for performance subsequent to termination shall survive termination regardless of whether such provision expressly states that it shall so survive.

IN WITNESS WHEREOF, the Charlotte County Board of County Commissioners has caused this Employment Agreement to be signed and executed on its behalf by its Chair, and fully attested by its Clerk, and THOMAS M. DAVID has signed and executed this Employment Agreement, in duplicate, the day and year first above written.

THOMAS M. DAVID

By: _____

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
Joesph M. Tiseo, Chairman

ATTEST:

Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
Janette S. Knowlton, County Attorney