

## **EMPLOYMENT AGREEMENT**

This Employment Agreement hereinafter referred to as the "Agreement" is made and entered into on the 28<sup>th</sup> day of July, 2016, by and between the City of North Port, Florida hereinafter referred to as the "City" or "Employer" and Patsy Adkins, hereinafter referred to as the "Employee" or "City Clerk".

### **RECITALS**

- A. The City is a municipal corporation of the State of Florida.
- B. The City Commission is the legislative branch of the City's form of government and derives its powers from the Florida Constitution, general laws of the State of Florida and the City Charter.
- C. The Employee is the City's Clerk whose powers, duties and responsibilities are set forth in the City Charter and Code.
- D. Although Employee is an employee of the City, she owes the Commission a higher duty of loyalty and confidentiality than other City employees. Accordingly, the City and the Employee acknowledge that the City Clerk position has greater obligations and responsibilities than other positions of employment and as a result may be subject to more restrictions and enhanced benefits than other employees of the City.
- E. The Employee has represented and warranted that, by virtue of Employee's education, training and experience, Employee has the requisite skills, background, education, knowledge and abilities to capably perform the duties and obligations of City Clerk.
- F. As a result of its good faith reliance on those representations and warranties, the City wishes to secure, employ and retain the services of the Employee as City Clerk.
- G. The Employee desires to accept and assume the position of City Clerk.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants expressed herein and pursuant to the employment relationship between the parties, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals outlined above are true and correct and are incorporated into and made a part of this Agreement.
- 2. **Position or Job.** The City hereby employs, engages and hires the Employee in the position of City Clerk provided, however, that this Agreement and the Employee's employment are subject to and conditioned upon the Employee:
  - a. Successfully passing all post-offer background, referenced checks and medicals examinations including drug screen conducted by the City; and
  - b. Being approved by a majority of the City Commission at a lawful public meeting.

The general duties and responsibilities of this job are specified in the City of North Port City Charter and City of North Port Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Commission shall from time to time assign. The City shall have the sole right and discretion to change or modify the

paid any unused leave that Employee has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time.

- b. If City reduces any of the terms of this Agreement, or if City refuses following written notice to comply with any provisions of this Agreement benefiting City Clerk, the City Clerk may, at her option, be deemed to be terminated without cause as of the date of such reduction or refusal. In such event, the severance pay and other termination provisions, as outlined in Section 6, paragraph C, below shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.
- c. Pursuant to Section 13.03 of the City of North Port City Charter the City may cancel this Agreement and the Employee's employment without good cause by giving the Employee ten (10) days written notice before the effective date of termination. The Employee shall receive a lump sum severance payment equal to twenty (20) weeks of Employee's annual base salary, together with payment for any unused leave that Employee has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time. This provision complies with Section 215.425, Florida Statutes.

A formal vote of "no confidence" by the City Commission may be considered by the City Clerk as a termination without cause under this Agreement.

- d. In the event the Employee is terminated for "just cause" at a duly noticed City Commission meeting, the City shall have no obligation to pay the amounts outlined in Section 6, Paragraph C, of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for the purposes of this Agreement to the City Clerk's conviction (or plea of guilty or nolo contendere) of any felony act, the City Clerk's misconduct as defined in Sections 443.036(29), violation of 112.313, Florida Statutes, or any of the following:

- i. Violation of any substantive City policy, rule or regulation, which would subject any other City employee to termination.
- ii. The commission of any act which involves moral turpitude, or which causes the City disrepute.

Just cause shall further include any breach of this agreement by Employee providing Employee shall be given ten (10) days' notice to cure such breach before termination may occur under this paragraph.

- e. The employment and compensation of the Employee shall end upon the death or voluntary resignation of the Employee.

- 7. **Florida Retirement System.** City recognizes that the City Clerk is required to participate in the Florida Retirement System (FRS) at the senior management level as provided to other

15. **Waiver.** No consent or waiver expressed or implied by any party to any breach or default by the other in the performance of their obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default of this Agreement. Failure of any party to complain or act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of that party's rights hereunder.
16. **Controlling Law.** This Agreement and the validity, execution, construction, interpretation, performance and enforcement thereof, shall be governed by the substantive and procedural laws of the State of Florida.
17. **Jurisdiction and Venue.** Any and all actions, causes of action, lawsuits, litigation, legal proceedings or special proceedings to construe, interpret, or determine the validity of this Agreement and/or to enforce performance thereof shall be brought only in the State of Florida, in Sarasota County. The Employee and the City stipulate that subject matter and in personam jurisdiction and venue for any dispute, controversy, or disagreement relating directly or indirectly to the provisions of this Agreement and the enforcement therefore lies exclusively in the State of Florida in Sarasota County.
18. **Attorney's Fees.** In any litigation lawsuit, legal or other proceedings brought in connection with the construction, interpretation, meaning, validity, performance or enforcement of this Agreement, the prevailing party shall be entitled to receive all of their costs and reasonable attorney fees from the other party.
19. **Renegotiation of Provisions.** Either party may request renegotiation of any provision of this Agreement at any time. If the parties are unable to reach an agreement, those terms will remain unchanged.
20. **General Provisions.**
- a. Upon City Clerk's death, City's obligations under this Agreement shall terminate except for:
    - i. Transfer of balances in City Clerk's ICMA 457 Deferred Compensation Plan and FRS Plan to her designated beneficiaries;
    - ii. Payment of accrued leave balances in accordance with this Agreement;
    - iii. Payment of all outstanding hospitalization, medical and dental bills, in accordance with City's insurance policies or plans
    - iv. Payment of all life insurance and disability benefits; and
    - v. Any other benefits provided to general employees in the event of death.
  - b. The City shall bear the cost of any fidelity or other bond required of City Clerk under any law or the City Charter.

Approved as to form and correctness:

*Mark Moriarty for*  
Mark Moriarty, Esquire

Witnesses:

*Christine McDade*  
Witness Signature

Christine McDade  
Witness Printed Name

*Cynthia D. Kelly*  
Witness Signature

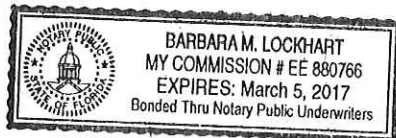
Cynthia D. Kelly  
Witness Printed Name

State of Florida  
County of Sarasota

EMPLOYEE:

*Patsy C. Adkins*  
Patsy Adkins

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2016 by Patsy Adkins, (☒) who is personally known to me or (☐) who produced \_\_\_\_\_ as identification.



*Barbara M. Lockhart*  
Notary Public  
My Commission Expires: