

DEPUTY CITY CLERK EMPLOYMENT AGREEMENT

This Employment Agreement hereinafter referred to as the "Agreement" is made and entered into by and between the City of North Port, Florida, hereinafter referred to as the "City" or "Commission," and Heidi Leatherwood, hereinafter referred to as "Ms. Leatherwood" or "Deputy 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 Deputy City Clerk is a Charter Officer whose powers, duties and responsibilities are set forth in the City Charter, the Code of the City of North Port, and Commission-authorized job description as revised from time to time.
- D. As a Charter Officer, the Deputy City Clerk is appointed by the Commission and employed by the City. Accordingly, the Commission and Ms. Leatherwood acknowledge that the Deputy City Clerk position has greater obligations and responsibilities than other positions of employment and may be subject to more restrictions and enhanced benefits than general employees of the City.
- E. Ms. Leatherwood represents and warrants that, by virtue of her education, training and experience, she has the requisite skills, background, education, knowledge, and abilities to capably perform the duties and obligations of Deputy City Clerk.
- F. As a result of its good faith reliance on those representations and warranties, and pursuant to Sections 13.01 and 13.02 of the City Charter, the Commission wishes to appoint, secure, employ, and retain the services of Ms. Leatherwood as the Deputy City Clerk.
- G. Ms. Leatherwood desires to accept and assume the position of Deputy 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. **Effective Date and Start Date:** This Agreement shall become effective on the date of the last execution of this Agreement ("Effective Date"). Ms. Leatherwood's employment as the Deputy City Clerk shall begin on November 5, 2018 ("Start Date").
- 3. **Position or Job.** The Commission hereby appoints and the City hereby employs, engages, and hires Ms. Leatherwood as the Deputy City Clerk, provided that this Agreement and Ms. Leatherwood's employment as Deputy City Clerk are subject to and conditioned upon her:

- a. Successfully passing all post-offer background and reference checks.
- b. Being approved and appointed by a majority of the Commission at a public meeting.

The general duties and responsibilities of the Deputy City Clerk are specified in the City of North Port City Charter, the Code of the City of North Port, Florida State Statutes, job description attached as Exhibit A and as amended from time to time, and such other legally permissible and proper duties and functions as the Commission may assign. The Commission shall have the sole right and discretion to change or modify the duties and responsibilities of the Deputy City Clerk's position or job at any time and for any reason.

Ms. Leatherwood shall perform all duties, responsibilities, tasks, jobs, and services assigned to her by the Commission responsibly, faithfully, industriously and to the best of her ability.

The Deputy City Clerk is a salaried Charter Officer position exempt from overtime pay and except for illness, vacation, and other authorized absences, the Deputy City Clerk is expected to be available.

4. Performance Evaluation. The Commission may at any time collectively review and evaluate the Deputy City Clerk's performance. The Commission shall individually and collectively review and evaluate in writing the Deputy City Clerk annually no later than the anniversary date of the Start Date. The annual review and evaluation shall be in accordance with specific written criteria and policy approved by the Commission, as may be amended from time to time. Performance evaluations and any associated compensation adjustments shall be brought up for approval by the Commission at a public meeting.

5. Duration of Appointment and Employment Indefinite. Upon execution of this Agreement and providing Ms. Leatherwood successfully passes all post-offer background, and referenced checks conducted by the City, the term of appointment and employment of Ms. Leatherwood as Deputy City Clerk shall commence on the Start Date, but nothing in this Agreement shall be construed as creating an obligation, duty or guarantee of employment for any specific duration. Although the City hopes its relationship with Ms. Leatherwood will be long term, the employment and compensation of Ms. Leatherwood as Deputy City Clerk can be ended by either party in accordance with Section 7 below.

6. Compensation or Salary. As of the Start Date, the City shall pay Ms. Leatherwood, and Ms. Leatherwood shall accept from the City, in full payment for her services as Deputy City Clerk, an annual gross salary of eighty thousand dollars (\$80,000.00) payable in the same manner as general employees are paid through the normal payroll system. After one year of service as the Deputy City Clerk, Ms. Leatherwood shall be eligible for consideration of any adjustments in annual gross salary and/or other compensation. Any adjustments to Ms. Leatherwood's annual gross salary or other compensation shall be determined annually by the Commission at a public meeting based upon the annual performance evaluation. Any adjustments to salary or other compensation shall take effect as determined by Commission during the annual review and performance evaluation. Ms. Leatherwood's annual gross salary shall not exceed the maximum annual salary established for the Deputy City Clerk position.

7. Termination. The appointment, employment and compensation of Ms. Leatherwood as Deputy City Clerk can be ended at the option of the Commission or Ms. Leatherwood, subject to the following conditions:

- a. Ms. Leatherwood may cancel this Agreement and her employment by giving the Commission at least thirty (30) days written notice before the effective date of separation, unless the Commission agrees to waive such notice requirement. No severance shall be paid to Ms. Leatherwood if she cancels this Agreement and her

employment. However, Ms. Leatherwood will be paid any unused leave that she has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time.

b. Pursuant to Section 13.03 of the City of North Port City Charter, the Deputy City Clerk shall be removed from office for good cause by a majority vote of the entire Commission who shall within ten (10) days of such determination serve written notice to the Deputy City Clerk. Upon the Deputy City Clerk's removal from office for "good cause," this agreement shall be terminated. No severance shall be paid to Ms. Leatherwood when termination occurs under these circumstances. However, Ms. Leatherwood will be paid any unused leave that she has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time.

For purposes of this Agreement, "good cause" is defined and limited to the Deputy City Clerk's conviction (or plea of guilty or nolo contendere) of any felony act or misdemeanor, the Deputy City Clerk's misconduct as defined in Sections 443.036(29), violation of Section 112.313, Florida Statutes, or any of the following:

i. Violation of the City's Personnel Policy or any City policy, rule or regulation, which would subject any City employee or public officer to termination or removal from office.

ii. The commission of any act which involves moral turpitude, or which causes the City disrepute.

iii. Willful dereliction of duty; material dishonesty, or any other act of a similar nature of the same or greater seriousness.

iv. Appointment or election to public office that creates a prohibited dual office-holding pursuant to Article II, § 5(a), Florida Constitution.

iv. After the Commission's issuance of a performance improvement plan and the Deputy City Clerk having six months to address complaints therein, the Deputy City Clerk's continued failure to perform duties and responsibilities satisfactorily or demonstrate requisite skills in her position as determined by the Commission at a public meeting.

"Good cause" shall further include any breach of this Agreement by Ms. Leatherwood, providing Ms. Leatherwood shall be given ten (10) days' notice to cure such breach before termination may occur under this paragraph.

c. The employment and compensation of Ms. Leatherwood shall end upon her death, voluntary resignation, retirement or termination.

8. Deferred Compensation and Florida Retirement System. The City recognizes that the Deputy City Clerk is required to participate in the Florida Retirement System (FRS) at the senior management level. The City agrees to authorize all necessary arrangements required under Florida statutes to allow for buy-back of prior service using the Deputy City Clerk's resources should the Deputy City Clerk elect to exercise that option.

9. Insurance. The City will at its expense provide: (1) the Deputy City Clerk with individual medical, vision and dental insurance coverage under the City's group benefit plan, regardless of plan version; (2) term life insurance on Ms. Leatherwood in the face amount equal to one year's salary; and (3) any other insurance coverage provided to all employees (excluding any voluntary plans offered). Coverage will begin on the first of the month beyond the start date of employment.

10. **Leaves of Absence.** Ms. Leatherwood shall accrue leave in accordance with the Personnel Policy based upon her overall tenure with the City.

11. **Professional Development.** The City shall pay reasonable and necessary professional dues and subscriptions as authorized in the budget for Ms. Leatherwood to participate in national, regional, state and local associations and organizations essential for Ms. Leatherwood's continued professional development as Deputy City Clerk and maintaining a Notary Public designation. In addition, the City will pay reasonable and necessary expenses and costs as authorized in the budget for Ms. Leatherwood to attend seminars, short courses, lectures and institutes related to Ms. Leatherwood's duties and responsibilities as Deputy City Clerk. Ms. Leatherwood agrees to attain designation as Certified Municipal Clerk by the International Institute of Municipal Clerks no later than four (4) years from the Start Date. Deputy City Clerk will be required to reimburse the City for any educational assistance if Ms. Leatherwood leaves employment within one year of completion of any course or certifications.

12. **Civic Involvement and Outside Activities.** The City acknowledges the value of having its Deputy City Clerk participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable Ms. Leatherwood to become an active member in one (1) local civic club or organization. Provided such involvement does not unreasonably interfere with Ms. Leatherwood's responsibilities as Deputy City Clerk, she shall be permitted, with the prior approval of the Commission, to engage in teaching or other non-City related business and retain any compensation.

13. **Residence.** Ms. Leatherwood shall maintain permanent residency within the City during her term as Deputy City Clerk. Residency shall be established by a valid driver's license and confirmed by annual submittal of an affidavit of domicile. It shall not be necessary that the Deputy City Clerk be a resident of the City as of the time of her appointment; however, she shall be required to establish residency in the City within a one (1) year period the Start Date.

14. **Relocation.** The City will reimburse directly to Ms. Leatherwood her expenses incurred in relocating from Berthoud, Colorado to North Port, Florida, which reimbursement shall not exceed three thousand dollars (\$3,000.00). Payment of any amount herein is contingent on Ms. Leatherwood's submission of original receipts to the City and shall be made within thirty (30) days of said submission. If Ms. Leatherwood terminates this Agreement pursuant to Section 7(a) within two (2) years of the date any relocation reimbursement is paid, she shall repay all relocation expenses to the City within thirty (30) days.

15. **Other Benefits and Obligations.** Except as otherwise provided in this Agreement, Ms. Leatherwood shall be entitled to all benefits enjoyed by general employees and obligations as provided in the City's Personnel Policy Manual. In the event of any conflict between this contract and the City's Personnel Policy Manual, this contract will prevail.

16. **Indemnification.** Pursuant to Sections 111.07 and 111.071 of the Florida Statutes, the City will provide a civil defense to any legal action brought against the Deputy City Clerk. This section shall survive the termination of this Agreement or any other separation of the Deputy City Clerk's employment.

17. **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.

18. **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.

19. **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. Ms. Leatherwood 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.

20. **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.

21. **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.

22. **General Provisions.**

a. Upon Deputy City Clerk's death, the City's obligations under this Agreement shall terminate except for:

i. Transfer of balances in Deputy 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.

23. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

24. **Integration.** This Agreement sets forth and establishes the entire understanding between the Commission and Ms. Leatherwood relating to the appointment and employment by the Commission of Ms. Leatherwood as the Deputy City Clerk. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. No amendment or modification of this Agreement shall be valid or effective unless it is in writing and properly executed by all parties thereto. This Agreement shall supersede all provisions of City resolutions in conflict with this Agreement, to the extent of such conflict.

25. **Notice.** Any notice required or permitted under this Agreement shall be sent by certified mail to: (a) the Commission at its principal place of business; and (b) to Ms. Leatherwood at the address she provided the City for income tax purposes.

26. **Understanding.** Before signing this Agreement, Ms. Leatherwood was advised of her right to consult with an attorney to review the Agreement and her right to have an attorney throughout the process leading up to the execution of the Agreement. Before signing this Agreement, Ms. Leatherwood had full and adequate opportunity to read and review it. Ms. Leatherwood represents that she read and reviewed the Agreement and fully understood its contents, terms, provisions, and conditions before signing it. Any legal counsel sought will be at the expense of Ms. Leatherwood.

27. **Binding Effect.** This Agreement shall be binding on the City and Ms. Leatherwood as well as her heirs, assigns, executors, personal representatives, and successors in interest.

(This space intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto affix their signatures.

CITY OF NORTH PORT, FLORIDA

VANESSA CARUSONE
MAYOR

DATE

ATTEST

KATHRYN PETO
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

EMPLOYEE

HEIDI LEATHERWOOD

DATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2018, by
Heidi Leatherwood, who is personally known to me or who produced _____ as identification.

Notary Public

Exhibit A

Job Description

DEPUTY CITY CLERK

GENERAL DESCRIPTION

This is a Charter officer position that is appointed by the City Commission. This position assists the City Clerk in managing and carrying out the programs and activities of the City Clerk's Office including but not limited to answering requests, questions and complaints from the public, administrative functions for the City Commission and represents the City Clerk for official functions in his/her absence. This position receives general supervision from the City Clerk. This position will require residency within the City limits within one (1) year of hire. Selected candidate will enter an employment agreement with the City.

ESSENTIAL JOB FUNCTIONS

- Performs advanced clerical work in preparation of agendas, minutes and special projects as assigned by the City Clerk.
- Files and maintains legal instruments and other documents officially received in the Clerk's Office; drafts ordinances, resolutions and proclamations upon request.
- Assists and reviews payment of publication of legal advertisements.
- Provides input in preparation of departmental budget.
- Assists City Clerk in the election process.
- Serves as Recording Secretary, prepares and posts Agendas, records commission and board/committee meetings, prepares Minutes and permanent records therefore.
- Accesses, inputs and researches for information from the computer and from files and records.
- Authenticates official documents, countersigns warrants for payment obligations, notarizes documents, and administers oaths.
- Prepares various reports, memorandums and correspondence as directed by the City Clerk.
- Prepares monthly calendar, and other reports as requested by City Clerk.
- After being provided with specific data for an ordinance or resolution, prepares such for Commission approval.
- Prepares legal advertisements for the news media, adhering to strict assigned deadlines for ordinances, resolutions, meetings, meeting changes and City budget.
- Manages the procedures for selection of City Board Members because of expirations of term or resignations; notifies the Commission of vacancies, identifying possible qualified candidates for selection and naming prospective board members.
- Procedures includes notifying the candidates of their appointment to the appropriate City Board.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other related duties as assigned, including City-directed work assignments in the event of a declared emergency.)

QUALIFICATIONS

Knowledge/Skills/Abilities:

- Knowledge of ordinances, policies, procedures of the City and Florida Statutes as they relate to the City Clerk's Office, including but not limited to state and municipal election laws and financial reporting.
- Knowledge of legal instruments, rules and procedures of City Commission meetings, including organization, function and activities of the municipal government and other governmental agencies.
- Knowledge of modern business methods and procedures applicable to public administration,
- Knowledge of Florida Records Management and Florida Sunshine Law.
- Skill in composing summaries of minutes.
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Skill in using computers for data entry.
- Skill in using computers for word processing and accounting purposes.
- Ability to organize and communicate effectively.
- Ability to make decisions in accordance with laws, ordinances and regulations, in the absence of the City Clerk.
- Ability to typing at a prescribed rate of speed.

Education and Experience:

High School Diploma from an accredited high school or possession of an acceptable equivalency diploma is preferred; supplemented by college level course work in business or public administration, and five (5) years' experience in the administrative field a must and possess excellent word processing skills. Legal secretarial experience preferred.

(A comparable amount of training, education and/or experience may be substituted for the above qualifications.)

Licenses and Certifications:

Designated as a certification Municipal Clerk by the International Institute of Municipal Clerks or the ability to obtain said certification. Notary Commission certification required. Must possess a valid Florida driver's license.

PHYSICAL REQUIREMENTS

The work is light work: exerting up to 10 pounds of force occasionally and negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Additional requirements include: fingering, hearing, lifting, mental acuity, repetitive motion, speaking, talking, visual acuity, and walking.

(Occasional=1-3 Hrs; Frequent=3-5 Hrs; Constant=5-8 Hrs – Per Work Day)

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts and in outside weather conditions and is occasionally exposed to risk of electrical shock and vibration. The employee rarely works in high, precarious places and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals.

The noise level in the work environment is usually moderate to low.

The work environment will vary from office work to responding and assisting incident command and safety functions at emergency scenes.

Position requires the operation of a City vehicle.

EMERGENCY RESPONSE STATEMENT

Every City employee has emergency response responsibilities, though not every position will require routine assignments during an emergency event. All employees are subject to recall around the clock for emergency response operations, which may require irregular work hours, work at locations other than the normal work location, and may include duties other than those specified in the employee's official job description. Assignments in support of emergency operations may be extensive in nature, with little advance notice, and may require employees to relocate to emergency sites with physically and operationally challenging conditions.

Reviewed by: [Employee Name]

Signature: _____

Date: _____