

RESOLUTION 20-90


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAURA JO SMITH FOR EMPLOYMENT AS THE INTERIM CITY CLERK AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain employment Agreement between the City and Laura Jo Smith, relating to the terms and conditions of her employment as Interim City Clerk for an initial term of six (6) months, providing for a monthly salary of Four Thousand Dollars (\$4,000) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of April, 2020.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Jo Smith, Interim City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Panama City Beach, Florida, a Florida municipal corporation (the "City") and Laura Jo Smith (sometimes the "Interim City Clerk").

WITNESSETH

WHEREAS, at its March 26, 2020, the City Council approved the temporary appointment of Laura Jo Smith as Interim City Clerk beginning Monday, March 30, 2020; and

WHEREAS, Laura Jo Smith accepted the temporary appointment to serve during the interim while the City Council searches for a new City Clerk; and

WHEREAS, the City desires to temporarily employ Laura Jo Smith as Interim City Clerk of the City, as provided for in Article 3 of the City's Charter; and

WHEREAS, Ms. Smith desires to accept employment as Interim City Clerk of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the parties agree as follows:

Section 1. Temporary Employment.

A. The City hereby hires and appoints Laura Jo Smith as its Interim City Clerk, under the terms established herein, to perform the duties and functions of the City Clerk specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council or City Manager shall from time to time assign.

B. The City's employment of Laura Jo Smith as Interim City Clerk and this Agreement shall become effective on Monday March 30, 2020 . This Agreement shall remain in effect until terminated by its expiration, or by the election of the City or the Interim City Clerk as provided herein.

C. The anticipated term of this Agreement is six (6) months. This Agreement may be extended for one (1) additional term not to exceed six (6) months by Resolution of the City Council adopted on or before September 30, 2020.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the Interim City Clerk monthly compensation of \$4,000.00, payable in installments at the same time as other City employees are paid.

B. Nothing in this Section shall require the City to increase the base salary or other benefits of the Interim City Clerk.

Section 3. Duties and Obligations.

A. The Interim City Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City. The Interim City Clerk agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The Interim City Clerk shall devote such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement.

C. In the event the Interim City Clerk shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the Interim City Clerk related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Benefits

During the term of her temporary employment, the Interim City Clerk shall be designated as a seasonal employee in accordance with the City's Personnel Policies and shall not be entitled to benefits afforded full-time employees, including but not limited to, insurance benefits, participation in the City's General Employee's Retirement Fund, accrual or payout of vacation and sick leave, or paid holidays.

Section 5. Termination by the City

At all times prior to the expiration of this Agreement, the Interim City Clerk shall serve at the pleasure of the City Council and shall not be a member of the City's Civil Service, and the City Council may terminate this Agreement and the Interim City Clerk's employment with the City at any time, for any reason or for no reason.

Section 6. Termination by the Interim City Clerk

The Interim City Clerk may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than thirty (30) days prior to the effective date of the termination. If the Interim City Clerk voluntarily resigns pursuant to this Section, the City shall pay to the Interim City Clerk all accrued compensation due the Interim City Clerk up to the Interim City Clerk's final day of employment. The City shall have no further financial obligation to Employee pursuant to this Agreement.

Section 7. Disability

If the Interim City Clerk becomes unable to perform her duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of two consecutive weeks, the City shall have the option to terminate this Agreement.

Section 8. Indemnification.

A. City shall defend, save harmless, and indemnify the Interim City Clerk against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Interim City Clerk reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the Interim City Clerk committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Interim City Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall survive the termination of employment and the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in the Interim City Clerk's capacity as a City employee, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 9. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the Interim City Clerk under any policy, regulation, ordinance or law.

Section 10. Code of Ethics

The "Code of Ethics" promulgated by Florida Association of City Clerks is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to guide the Interim City Clerk's duties, responsibilities, conduct and actions as City Clerk of the City.

Section 11. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 12. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the

remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

C. This Agreement is a personal agreement between the City and the Interim City Clerk and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14th Judicial Circuit, in and for Bay County, Florida.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other by reason of authorship, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The effective date of this Agreement shall be March 20, 2020.

Executed by the CITY this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas,
Mayor

By: _____
Tony O'Rourke,
City Manager

ATTEST:

Interim City Clerk

APPROVED AS TO LEGALITY AND FORM:

Amy Myers, City Attorney

Executed by the INTERIM CITY CLERK this _____ day of _____, 2020.

Witnesses:

Signature

Laura Jo Smith

Print Name

Signature

Print Name