

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of April, 2021, between the City of Panama City, Florida, the "City" or "Employer," and Janette Smith, the "City Clerk-Treasurer" or "Employee," *witnesseth*:

**WHEREAS**, the City offered the Employee the position of City Clerk-Treasurer; and

**WHEREAS**, Janette Smith has agreed to accept the position of City Clerk-Treasurer.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions to be kept and performed by the parties, it is agreed:

### **SECTION 1.**            Powers and Duties of the City Clerk-Treasurer

The Employee shall perform all duties and functions imposed on the office of City Clerk-Treasurer by law or assigned to said office by the City Commission in keeping with the requirements of this Agreement.

### **SECTION 2.**            Commencement of Employment and Moving Expenses.

The effective date of this contract is July 1, 2021, and the salary and duties of the Employee shall commence as of this date. In addition to other compensation herein the City shall pay the City Clerk-Treasurer the sum of \$9,000 for moving expenses.

### **SECTION 3.**            Term.

- A.    Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the City Clerk-Treasurer at any time.
- B.    Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Clerk-Treasurer to resign from the position of the City Clerk-Treasurer.
- C.    The City Clerk-Treasurer agrees to remain in the exclusive and full-time employ of the City and shall not accept employment with any other person or organization during her tenure with the City.

**SECTION 4.**            Salary.

- A.     The initial annual base salary of the employee shall be \$120,000.00. The annual salary shall become payable in the same manner that salary is paid to other full-time employees of the City, less required payroll deductions and elective deductions authorized by the Employee.
- B.     The City Clerk-Treasurer shall receive and carry forward all cost of living and other increases to her base salary from the commencement of employment in the same amount and manner as all other City employees without further City action.
- C.     The City Commission may make such further adjustments to salary or benefits of the City Clerk-Treasurer it deems meet and proper.

**SECTION 5.**            Automobile Allowances

The City Clerk-Treasurer shall receive an automobile allowance in the amount of \$500 per month for use of her private automobile for travel within Bay County.

**SECTION 6.**            Employee Benefits

The City Clerk-Treasurer shall receive employee benefits available to full-time employees in the Senior Management Classification; provided, however, (i) the Employee shall receive three (3) additional annual leave days in the pay period that includes July 1 of each year and (ii) annual leave days may be taken by the Employee as they accrue.

**SECTION 7.**            Termination and Severance

- A.     In the event that the City terminates the City Clerk-Treasurer, the City agrees to continue to pay the City Clerk-Treasurer for twenty (20) weeks beyond any accumulation of sick and annual leave in accordance with the terms hereof and City policies.
- B.     In the event that the City Clerk-Treasurer voluntarily resigns, the City Clerk-Treasurer shall give the City (60) days prior written notice unless a shorter notice is accepted by the City. Should the City Clerk-Treasurer resign, the City may, in its sole discretion, pay the City Clerk-Treasurer a lump sum, if any, that shall not exceed twenty (20) weeks of her current salary, and no annual, sick, compensatory or administrative leave or insurance benefits will accumulate after such termination date in accordance with the terms hereof and City policies.

- C. In the event that the City Clerk-Treasurer is terminated for misconduct as defined in s.443.036(30) Florida Statutes, severance pay as outlined above shall not be payable.

**SECTION 8.**            Professional Expense and Development

The City shall pay for membership dues in national, state and local organizations, subscription costs for periodicals, publications and magazines, relating to the Employee's profession (accounting), or the duties of the Office of City Clerk-Treasurer deemed reasonable and convenient by the City. On a like basis, the City shall pay for the costs and expenses of the City Clerk-Treasurer's attendance at meetings, programs and seminars relating to the Office or duties of City Clerk-Treasurer or the continuing educational requirements of the Employee's profession or the Employee's professional development, including admission fees, a daily subsistence, travel, overnight accommodations, licensing and certification fees and other like matters, in keeping with the City policies.

**SECTION 9.**            Indemnification.

The City shall defend, save, hold harmless, and indemnify the City Clerk-Treasurer against any claim, demand or legal action arising out of the performance of her duties as the City Clerk-Treasurer. This indemnification shall survive the termination of the City Clerk-Treasurer and the expiration of this Agreement.

**SECTION 10.**         Cost of Required Bonds.

The City shall bear the cost of any fidelity or other bonds required of the Employee under any law or the City Charter.

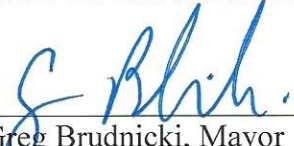
**SECTION 11.**         General Provisions.

- A. Complete Agreement. The text herein shall constitute the entire Agreement between the parties.
- B. Amendment. This Agreement can only be amended by a written agreement signed by both parties with the same formalities of this Agreement.
- C. Severability. If any part of this Agreement is held to be invalid, the remainder of this Agreement shall remain in full force and effect.

[signatures on next page]


IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CITY OF PANAMA CITY

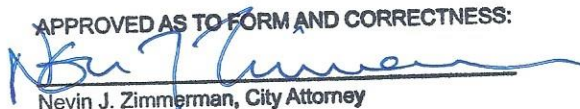
  
\_\_\_\_\_  
Greg Brudnicki, Mayor

ATTEST:

  
\_\_\_\_\_  
Brandy Waldron, Interim City Clerk-Treasurer

  
\_\_\_\_\_  
Janette Smith

APPROVED AS TO FORM AND CORRECTNESS:

  
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Nevin J. Zimmerman, City Attorney  
Burke Blue P.A.