

CITY COMMISSION AGENDA ITEM  
City of Fernandina Beach



SUBJECT: **Resolution 2017- 3 0**  
Employment Agreement Amendment - City Clerk Best

ITEM TYPE:  Ordinance  Resolution  Other  
 Proclamation  Presentation

REQUESTED ACTION: **Approve Resolution 2017- 3 0**

SYNOPSIS: Through the Finance Department annual audit review process, it was identified that City Clerk Caroline Best’s Employment Agreement, Section 6: Vacation and Sick Leave, does not reflect vacation hour accruals in a similar manner as other exempt City employees with the same years of service.

The City of Fernandina Beach Personnel Policy Manual, Section 303, Vacation Benefits: states full-time employees hired on or before March 1, 2005 will accrue vacation hours based on years of service as follows:

Years of Service	Accrued hours per pay period
0 to 2 Years – 80 hours (10 days)	3.08 hrs. per pay period
2 Years less than 10 Years – 120 hours (15 days)	4.62 hrs. per pay period
10 Years less than 20 Years – 160 hours (20 days)	6.16 hrs. per pay period
20 Years and above – 200 hours (25 days)	7.70 hrs. per pay period

Ms. Best began full-time employment with the City of Fernandina Beach on September 20, 2004. Ms. Best became City Clerk on February 4, 2014. At the time Ms. Best’s City Clerk employment agreement was written, the ten-year employment mark had not been reached. This is the reason why the current employment agreement denotes earning 120 hours of vacation annually.

City Clerk Best reached ten years of full time employment on September 20, 2014. The ten-year mark triggers an earning 160 hours of vacation annually; accordingly, the following amendment is proposed to City Clerk Caroline Best’s employment agreement:

**Section 6. Vacation and Sick Leave**

The City Clerk shall receive 105.58 hours of vacation leave time beginning on the effective date of this Agreement. ~~The City Clerk shall additionally earn three (3) weeks vacation (120 hours) leave annually.~~ Vacation leave time shall accrue on a bi-weekly basis in a similar manner as other exempt city employees with the same years of service beginning on the effective date of this Agreement. Additionally, the City Clerk shall initially receive 462.20 hours of sick leave on the effective date of this Agreement and then earn sick leave at the same rate as City employees. Currently, sick leave accrual rate is 3.69 hours bi-weekly which equates to twelve (12) days annually (one day for every full month of service). The City reserves the right to amend sick leave benefits from time to time which shall apply to the City Clerk’s sick leave accrual in the same manner as a City department head. City Clerk shall be entitled to personal days in the same manner as City department head level employees.

FISCAL IMPACT: N/A

CITY COMMISSION AGENDA ITEM  
City of Fernandina Beach



2016/2017 CITY COMMISSION GOALS:  
(As approved by Resolution 2016-51)

- Beach Safety
- Soccer Field Lighting
- Downtown Density
- ADA Improvements
- Consideration

- Alachua Street
- Stormwater
- Opportunity
- Departmental

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CITY ATTORNEY COMMENTS: No additional comments.

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CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-30. *DLM*

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DEPARTMENT DIRECTOR	Submitted by: Caroline Best <i>CBest</i> City Clerk	Date: 02/08/17
CONTROLLER	Approved as to Budget Compliance <i>PHE</i>	Date: 2/13/17
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 2/13/17
CITY MANAGER	Approved Agenda Item for 02/21/17 <i>DLM</i>	Date: 02/08/17

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COMMISSION ACTION:

<input type="checkbox"/> Approved As Recommended	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved With Modification	<input type="checkbox"/> Postponed to Time Certain
<input type="checkbox"/> Other	<input type="checkbox"/> Tabled

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RESOLUTION 2017- 30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY CLERK'S EMPLOYMENT AGREEMENT TO CLARIFY THAT VACATION TIME IS ACCRUED AT THE SAME RATE AS EXEMPT EMPLOYEES WITH THE SAME YEARS OF SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves an amendment to Section 6 of the City Clerk's Employment Agreement dated February 4, 2014, which is hereby amended to read as follows:

**Section 6. Vacation and Sick Leave**

The City Clerk shall receive 105.58 hours of vacation leave time beginning on the effective date of this Agreement. ~~The City Clerk shall additionally earn three (3) weeks vacation (120 hours) leave annually.~~ Vacation leave time shall accrue on a bi-weekly basis in a similar manner as other exempt city employees with the same years of service beginning on the effective date of this Agreement. Additionally, the City Clerk shall initially receive 462.20 hours of sick leave on the effective date of this Agreement and then earn sick leave at the same rate as City employees. Currently, sick leave accrual rate is 3.69 hours bi-weekly which equates to twelve (12) days annually (one day for every full month of service). The City reserves the right to amend sick leave benefits from time to time which shall apply to the City Clerk's sick leave accrual in the same manner as a City department head. City Clerk shall be entitled to personal days in the same manner as City department head level employees.

SECTION 2. This is the first amendment to the City Clerk's Employment Agreement dated February 4, 2014.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of February, 2017.

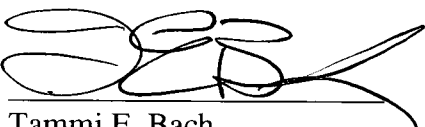
CITY OF FERNANDINA BEACH

\_\_\_\_\_  
Robin C. Lentz  
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Caroline Best  
City Clerk

  
\_\_\_\_\_  
Tammi E. Bach  
City Attorney

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Fernandina Beach, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and Caroline Best (hereinafter referred to by name or as "City Clerk").

W I T N E S S E T H:

WHEREAS, the City desires to employ Caroline Best as City Clerk of the City of Fernandina Beach, Florida, as provided for in Section 46 of the City Charter of the City of Fernandina Beach; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the City Clerk and to establish conditions of employment applicable to the City Clerk; and

WHEREAS, Caroline Best desires to accept employment as City Clerk of the City of Fernandina Beach under the terms and conditions set forth herein.

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

**Section 1. Employment.**

A. The City of Fernandina Beach hereby hires and appoints Caroline Best as its City Clerk, under the terms established herein, to perform the duties and functions specified in the City Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City's employment of Caroline Best as City Clerk shall be effective February 4, 2014. The City Clerk serves at the pleasure of the City Commission and this Agreement shall remain in effect for one (1) year or until terminated by the City or by the City Clerk as provided herein.

**Section 2. Salary and Evaluation.**

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Clerk an annual base salary of Fifty-Eight Thousand Six Hundred Dollars and Zero Cents (\$58,600.00) payable in bi-weekly installments at the same time as other City employees are paid.

B. The City may also increase said base salary and/or other benefits of the City Clerk in such amounts and to such an extent as the City Commission may determine desirable on the basis of a performance evaluation of the City Clerk.

C. The City Clerk shall have an evaluation that will take place after six (6) months of service.

D. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Clerk. Furthermore, the City's failure to conduct an evaluation shall not constitute non-compliance with a material provision of this Agreement.

### **Section 3. Duties and Obligations.**

A. The City Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Fernandina Beach. The 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 City Clerk shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. The City Clerk may, however, engage in educational and professional activities provided that such activities shall not interfere with her primary obligation to the City as its City Clerk. The City Clerk shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder, but have a flexible work schedule keeping in mind the best interests of the City.

C. In the event the 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 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 Commission.

### **Section 4. Dues and Subscriptions**

The City agrees to pay the City Clerk's professional dues and subscriptions in an amount not to exceed One Thousand Two Hundred Dollars (\$1,200.00) annually. The City Commission may agree to pay other dues and subscriptions on behalf of the City Clerk as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Commission.

### **Section 5. Professional Development**

The City recognizes the desirability of the professional development of the City Clerk to improve her skills and abilities to effectively serve the City. The City shall pay, in accordance with Florida Statutes, Chapter 112, tuition, travel and other such fees and costs necessary to allow the City Clerk to attend educational courses pertaining to the duties of the City Clerk. City Clerk shall attend training courses and actively seek Certified Municipal Clerk certification.

## **Section 6. Vacation and Sick Leave**

The City Clerk shall receive 105.58 hours of vacation leave time beginning on the effective date of this Agreement. The City Clerk shall additionally earn three (3) weeks vacation (120 hours) leave annually. Vacation leave time shall accrue on a bi-weekly basis in a similar manner as other city employees beginning on the effective date of this Agreement. Additionally, the City Clerk shall initially receive 462.20 hours of sick leave on the effective date of this Agreement and then earn sick leave at the same rate as City employees. Currently, sick leave accrual rate is four (4) hours bi-weekly which equates to twelve (12) days annually (one day for every full month of service). The City reserves the right to amend sick leave benefits from time to time which shall apply to the City Clerk's sick leave accrual in the same manner as a City department head. City Clerk shall be entitled to personal days in the same manner as City department head level employees.

## **Section 7. Holidays**

The City Clerk is entitled to the same paid holidays as the general City staff.

## **Section 8. Health, Dental, Life and Disability Insurance**

The City agrees to provide health and dental insurance for the City Clerk in the same manner as is provided to other department head employees which is currently 100% paid by City for employee for the basic HMO plan. The City hereby reserves the right to change health and dental benefits for the City Clerk in the same manner as it may change benefits for other City employees at any time during the term of this Agreement (ie. percentage of premium paid by City and employee contribution for premiums). The City agrees to provide life insurance in the value equal to her annual salary. Such coverage will be effective upon employment. Should the City not be able to provide health insurance coverage immediately due to policy constraints, it will compensate the City Clerk for the cost of her COBRA policy until she can be added to the City's policy. As the City Clerk is already a City employee as of the effective date of this contract, and receiving the benefits referenced in this Section, all benefits referenced in this Section will remain in effect with no interruption in service.

## **Section 9. Retirement.**

The City Clerk shall be entitled to continue her participation in the City's General Employees Pension Plan in the same manner as other City employees.

## **Section 10. Termination by the City**

The City Clerk shall serve at the pleasure of the City Commission, and the City may terminate this Agreement for any reason or for no reason prior to the expiration of this Agreement or not renew this Agreement after the 6-month anniversary date. If this Agreement is terminated by the City Commission without cause at any time or not renewed after the 6-month anniversary date, the City shall pay to the City Clerk ten (10) weeks of severance pay. Further, if the City exercises its right to terminate the employment of the City Clerk or not renew this

Agreement for reasons unrelated to conviction of a crime (excluding traffic offenses), the City Commission shall provide the Clerk with a minimum of seven (7) days notice of the termination of her employment. Within ten (10) business days following the end of the Clerk's employment with the City, the Commission shall cause the City Clerk to be paid accrued vacation time and unpaid salary. Upon termination, City Clerk is not entitled to pay out of accrued sick leave, personal leave or other benefits besides vacation time.

#### **Section 11. Voluntary Resignation by the City Clerk**

The City Clerk may terminate this Agreement at any time by delivering to the City Commission a written notice of resignation no later than sixty (60) days prior to the effective date of the resignation. If the City Clerk voluntarily resigns pursuant to this Section, the City shall pay to the City Clerk all accrued vacation and unpaid salary due the City Clerk up to the City Clerk's final day of employment. The City shall have no further financial obligation to the City Clerk pursuant to this Agreement. The City shall have no obligation to pay severance pay if the City Clerk voluntarily resigns.

#### **Section 12. Disability**

If the City Clerk becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement and have no obligation to pay severance pay to the City Clerk.

#### **Section 13. Indemnification.**

A. City shall defend, save harmless, and indemnify the City Clerk against any action for any injury or damage suffered as a result of any act, event, or omission of action that the 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 City Clerk committed while acting unreasonably outside the course and scope of her agreed duties, committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

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

#### **Section 14. Bonding**

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

**Section 15. Code of Ethics**

The City Clerk agrees to abide by, and perform the required duties hereunder in accordance with the Code of Ethics of the Florida Association of City Clerks, International Institute of Municipal Clerks, all federal, state and municipal laws, regulations, resolutions and ordinances, regulating policies and procedures of the City of Fernandina Beach.

**Section 16. 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 by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Clerk.

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 Nassau County, Florida.

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

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. 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 and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

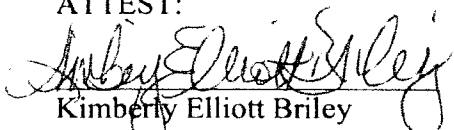


H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

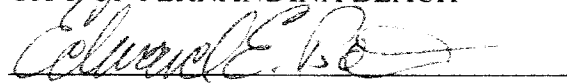
I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the CITY this 4<sup>th</sup> day of February, 2014.

ATTEST:

  
\_\_\_\_\_  
Kimberly Elliott Briley  
City Clerk Pro Tem

CITY OF FERNANDINA BEACH


  
\_\_\_\_\_  
Edward E. Boner  
Mayor - Commissioner

APPROVED AS TO FORM AND LEGALITY:

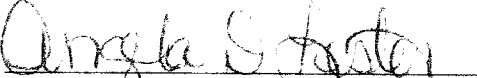
  
\_\_\_\_\_  
Tammi E. Bach  
City Attorney

Executed by the CITY CLERK this 30<sup>th</sup> day of January, 2014


Witnesses:

  
\_\_\_\_\_  
Signature

Nicole Bednar  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

Angela D. Lester  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Caroline I. Best  
City Clerk

CITY COMMISSION AGENDA ITEM  
CITY OF FERNANDINA BEACH

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SUBJECT: Resolution 2014-11  
City Clerk Agreement – Caroline Best

DEPARTMENT: City Attorney for: the City Commission

ATTACHMENTS:  Ordinance  Resolution  
 Support Documents  Other

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RECOMMENDED ACTION: At the pleasure of the City Commission.

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SUMMARY: At a Special City Commission Meeting on January 13, 2014, the City Commission chose Caroline Best as the top candidate for City Clerk and authorized Vice Mayor Sarah Pelican to meet with HR Director Marley and City Attorney Bach to draft a proposed contract for consideration by the City Commission and Ms. Best. Vice Mayor Pelican cannot negotiate on behalf of the City Commission but did communicate with Ms. Best to determine basic benefits that Ms. Best found acceptable based upon past practices with former City Clerk candidates and contracts. In summary, the proposed contract provides: 1) starting salary of \$58,250 annually; 2) City Clerk must attend training to earn CMC certification; 3) performance evaluation at 6-month anniversary; 4) vacation time and sick leave accrued as with other City employees; 5) same holidays and personal leave as other department heads; 6) Ms. Best carries over all currently earned vacation and sick leave, 7) Ms. Best continues to participate in the General Employees Pension Plan with same City contribution rate; 8) 6-month probationary period with no severance if terminated; and 9) eight (8) weeks of severance for termination without cause after 6-month probationary period expires.

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FISCAL IMPACT: Funds are included in the City Clerk's budget.

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CITY ATTORNEY COMMENTS: See above.

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DEPARTMENT HEAD	Submitted: Tammi E. Bach City Attorney	Date: 01/24/14
	Requested Agenda	Date: 01/27/14
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>PHC</i>	Date: 01/24/14
CITY ATTORNEY	Approved as to Form & Legality <i>TB</i>	Date: 01/24/14
CITY MANAGER	Approved Agenda Item for 01/27/14 <i>[Signature]</i>	Date: 01/24/14

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COMMISSION ACTION:  Approved As Recommended  Disapproved  
 Approved With Modification  Postponed to Time Certain  
 Other  Tabled

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RESOLUTION 2014-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH CAROLINE BEST FOR FULL-TIME EMPLOYMENT AS CITY CLERK; AUTHORIZING EXECUTION OF DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 13, 2014, the City Commission chose Caroline Best as the top candidate to execute the duties of City Clerk in accordance with Section 25 of the City Charter on a full-time basis; and

WHEREAS, it is necessary and in the best interest of the City to enter into an employment agreement to formalize the terms and conditions of Ms. Best's full-time employment with the City as City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

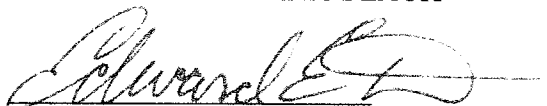
SECTION 1. The City Commission hereby approves the Employment Agreement with Caroline Best, attached hereto as Exhibit "1", for full-time employment as the City Clerk.

SECTION 2. The City Manager and City Clerk Pro Tem have been authorized to execute the Employment Agreement, after review and approval by the City Attorney. The effective date of the Employment Agreement is February 4, 2014.

SECTION 3. This Resolution shall be effective on February 4, 2014.

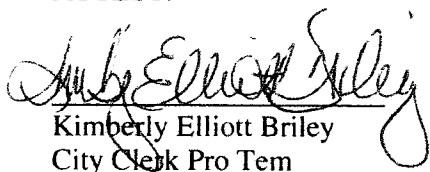
ADOPTED this 27<sup>th</sup> day of January, 2014.

CITY OF FERNANDINA BEACH



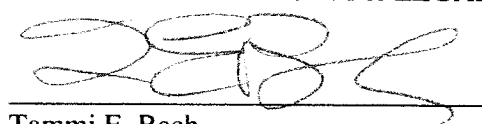
Edward E. Boner  
Commissioner – Mayor

ATTEST:



Kimberly Elliott Briley  
City Clerk Pro Tem

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach  
City Attorney



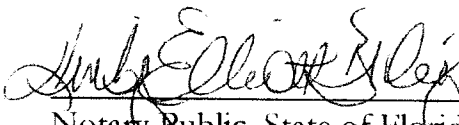
OATH

I, **Caroline Best**, a citizen of the City of Fernandina Beach, the State of Florida and of the United States of America, being employed by the City of Fernandina Beach, Florida, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support, defend and protect the Constitution of the United States and of the State of Florida and the Charter of the City of Fernandina Beach; that I will bear true faith, loyalty and allegiance to the same; that I am entitled to hold office under the Constitution; and that I will faithfully perform all the duties as the **City Clerk** for the City of Fernandina Beach, of which I am about to enter, so help me God.

Signed: Caroline Best

STATE OF FLORIDA  
COUNTY OF NASSAU

Sworn to and subscribed before me this  
4<sup>th</sup> day of February, 2014.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires:



**KIMBERLY ELLIOTT-BRILEY**  
Notary Public, State of Florida  
My Comm. Expires Feb. 5, 2016  
Commission No. EE 153884