

Agreement of Employment



Agenda Item
Interim City Clerk Err

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between the City of Haines City, a Florida municipal corporation, (hereinafter “City”) and Erica Sanchez, an individual, (hereinafter “Sanchez”), as follows:

WHEREAS, City Clerk Erica Anderson is currently on leave from the City and her anticipated date to return to work for the City is September 19, 2022; and

WHEREAS, Sanchez has training and experience as the Deputy City Clerk for the City, and

WHEREAS, City wishes to employ Sanchez as Interim City Clerk to perform the functions and duties specified in the Charter, Code of Ordinances, and City Clerk job description of the City, and to perform other legally permissible and proper duties and functions on behalf of the City, City Commission and City Manager.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows

AGREEMENT

Section 1: Term

- A. This agreement shall remain in full force in effect from July 5, 2022, until expiration as provided in Section 1B of this Agreement or until terminated by the City or Sanchez as provided for in Section 7 of this Agreement.
- B. The term of this Agreement shall be for an initial period from July 5, 2022 (the date on which Sanchez was appointed as Interim City Clerk by the City Commission), to September 19, 2022 (the date on which City Clerk Erica Anderson is anticipated to return from leave). This Agreement shall automatically renew for subsequent one-month periods in the event that City Clerk Erica Anderson is delayed in returning from leave. If the City intends to terminate Sanchez during any employment term, the City shall provide Sanchez with written notice of termination ten (10) days prior to intended termination date.
- C. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Sanchez voluntarily resigns.
- D. In the event Sanchez is terminated or Sanchez resigns, any payment of compensation will be in accordance with Section 7 of this Agreement.
- E. Both parties may wish to periodically review this Agreement. Any such mutually agreed upon revision to this Agreement shall not constitute termination or resignation. However, any

agreement to change or to ratify this Agreement must be approved by the City Commission during a regularly scheduled public Commission meeting and will take effect upon the date of its passage and upon a simple majority vote.

Section 2: Compensation

- A. The City shall classify the position of the Interim City Clerk as an Executive Level 5 on the pay plan consistent with the City Manager. The compensation range shall specify “at the discretion of the City Commission”.
- B. City agrees to pay Sanchez an annual base salary of \$65,000.00, payable during the term of this Agreement in installments on a bi-weekly pay period basis within an established payroll calendar year, at the same time that other employees of the City are paid.
- C. This Agreement shall be automatically amended to reflect any salary adjustments that may be provided as a result of performance-based merit increases and any other City-wide established practice, such as market and/or cost of living adjustments (COLA), as approved by the City Commission for all City Personnel. Sanchez will not be eligible for any other form of salary adjustments outside normal performance-based merit increases unless it is part of a City-wide program provided that any COLA increases shall be at least equal to the amount given to other employees of the City.

Section 3: Benefits

- A. Sanchez shall be entitled to the level of benefits in accordance with City policies, directives, procedures, rules, programs and/or regulations, to include medical, dental, life insurance, leave (e.g. sick, vacation, holiday, floating holidays, etc.), and all other ancillary benefits equal to that which are provided to all other employees of the City.
- B. The City shall include Sanchez in its sponsored Defined Contribution 401(a) Retirement Plan. Sanchez will contribute five percent (5%) of her gross pay each period pay. The City will provide a matching contribution of ten percent (10%) of gross pay each pay period.

If this Agreement is reached and approved by Sanchez and the City, prior to the City’s Defined Contribution Retirement Plan becoming effective, the City will hold both the City’s and Sanchez’s contribution amounts in escrow until such a time that the new City Defined Contribution Retirement Plan becomes effective and Sanchez successfully completes the necessary enrollment processes.

Sanchez will be subject to the vesting schedule as defined and established by the City’s Defined Contribution 401(a) Retirement Plan.

- C. Except as otherwise provided in this Agreement, Sanchez, during the term of this Agreement, shall be entitled to the level of benefits that are enjoyed by other department heads or employees of the City as provided in the Charter, Code of Ordinances, Personnel Rules and Regulations or by practice.

Section 4: Cellular Telephone

- A. Sanchez has been issued a City-owned cellular telephone for City business and therefore shall not receive a cellular telephone allowance.

- B. Sanchez agrees to preserve any records that constitute a public record in a manner consistent with the City's policy on the preservation of public records and in accordance with Florida law.

Section 5: General Business Expenses

The City shall provide Sanchez with such equipment that is required to enable Sanchez to perform the job and to maintain communication (i.e. computer, software, fax modem, etc.).

Section 6: Clerk's Duties

- A. Sanchez shall serve at the pleasure of the City Commission. In addition to the powers and duties imposed under the City Charter, Sanchez shall perform such other duties as may be required by the general laws of the State of Florida, by ordinance or resolution of the City Commission, or by direction of the City Manager not inconsistent with the Charter or any other ordinance or resolution passed by the City Commission.
- B. Except as otherwise provided in this Agreement, Sanchez shall comply with all applicable City employee duties and obligations as provided in the Charter, Code of Ordinances, Personnel Rules and Regulations or by practice.

Section 7: Termination

- A. The City Commission may choose to terminate Sanchez as Interim City Clerk. In the event that the City Commission chooses to terminate Sanchez, it shall (i) place the issue on the City Commission Agenda (as an Agenda Item) for a regularly scheduled public meeting, and (ii) do so by a simple majority vote at such regularly scheduled public meeting.
- B. In the event that Sanchez is terminated, Sanchez shall receive any remaining earned and accrued vacation and sick leave which shall be paid at an hourly equivalent to the rate of pay at the time of termination and in accordance with the City's Personnel Rules and Regulations.
- C. Other than earned and accrued sick and vacation leave, leave that qualifies as personal, floating, holidays, donated and/or other similar types of leave as specified in the City's Personnel Rules and Regulations, Sanchez is not eligible for pay out upon termination or resignation.
- D. In the event that Sanchez voluntarily resigns during the Term of this Agreement, Sanchez shall provide the City with ten (10) days advance written notice, unless the parties agree in writing to a different period of time. In the event of a resignation by Sanchez under this subsection, Sanchez shall be entitled to receive any remaining earned and accrued vacation and sick leave in the form of remuneration which shall be paid at an hourly equivalent to the current rate of pay at the time of resignation and in accordance with the City's Personnel Rules and Regulations.
- E. In the event of Sanchez's death, this Agreement shall be deemed terminated. If the Agreement is terminated due to Sanchez's death, the City shall make payment in accordance with the provisions of Section 222.15 of the Florida Statutes of any remaining earned and accrued

vacation and sick leave, at an hourly equivalent to her current rate of pay at the time of death, and her last bi-weekly pay at the time of her death.

- F. Upon City Clerk Anderson's return from leave, it is the desire of both City and Sanchez that Sanchez shall be reassigned to her previously held position as the City's Deputy City Clerk and Sanchez shall thereafter be paid the same salary as she had previously been paid as the Deputy City Clerk.

Section 8: Hours of Work

The Interim City Clerk position has business hours that fall within several categories: normal business hours, meeting hours, and special meeting/duty hours. An example of possible times includes, but are not limited to:

Normal Business Hours of Operation Monday thru Friday, 8:00 a.m. to 5:00 p.m. The workweek will be established by the City.

Commission Meetings 1st and 3rd Thursday evening of every month (at various times)

Special or "As Needed" Elections, City Board, Staff, etc. (at various times)

Section 9: Outside Activities

The employment provided for by this Agreement shall be Sanchez's sole employment. Any employment or remuneration arrangements made outside this Agreement must be approved by and through procedures and/or processes that are established in accordance with any City policy, directive, rule, regulation and/or program. Failure to do so may be cause for disciplinary action up to and including termination.

Section 10: Other Terms and Conditions of Employment

The City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Anderson, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Haines City Charter or any other law, and any City policy, directive, rule, regulation and/or program.

Section 11: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, certified mail/return receipt requested postage prepaid, addressed as follows:

AS TO CITY:
Mayor, City of Haines City, City Hall
620 E. Main Street
Haines City, Florida 33844

With a Copy to:
James Elensky, City Manager
City Hall
620 E. Main Street
Haines City, Florida 33844

AS TO SANCHEZ:
Erica Sanchez
Address on file with City's Human Resources Director.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 12: Pre-Suit Mediation

Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Pre-Suit Mediation shall occur within Polk County, Florida.

Section 13: General Provisions

- A. This Agreement sets forth and establishes the entire understanding between the City and Sanchez relating to the employment of Sanchez by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement and under the approval of a simple majority of the City Commission within the setting of a regularly scheduled public Commission meeting. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect: This Agreement shall be binding on the City and Sanchez, their heirs, assigns, executors, personal representatives and successors in interest.
- C. 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 have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be filed in the State Courts in and for Polk County, Florida, and/or the United States District Court for the Middle District of Florida, Tampa Division.

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IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals as of the date and year first above written.

CITY OF HAINES CITY, FLORIDA
a municipal corporation

By Anne Huffman, Mayor-Commissioner

_____, Assistant City Clerk

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Anne Huffman, as Mayor-Commissioner, and _____, as Assistant City Clerk, on behalf of the City of Haines City, a Florida municipal corporation. They are persons known to me who have produced as identification and who did (did not) take an oath.

Notary Public
My Commission Expires:

APPROVED AS TO FORM AND CONTENT

Fred Reilly, City Attorney

ERICA SANCHEZ

Erica Sanchez

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Erica Sanchez. She is a person known to me who has produced as identification and who did (did not) take an oath.

Notary Public
My Commission Expires: