

**City of Belle Isle, FL
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2023, by and between the **CITY OF BELLE ISLE** (hereafter referred to as the "City"), a municipal organization organized and existing under the laws of the State of Florida, with its office located at City Hall Belle Isle, Florida and **YOLANDA QUICENO** (hereinafter referred to as the "Employee").

NOW, THEREFORE, in consideration for the mutual covenants herein, the parties agree as follows:

1. Employment and Duties:

- A. **Employment Duties:** The City hereby agrees to employ Employee as City Clerk pursuant to Section 4.11, City of Belle Isle Charter, and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote her full time as City Clerk and carry out to the best of her ability all duties imposed on her by the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Belle Isle, and such other duties as the City may from time to time require her.
- B. **At-Will Employee:** It is specifically acknowledged and agreed by the parties that this agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein shall be construed or operate to provide to Employee upon termination or separation from the City any benefits other than those set forth in Section 7 of this agreement.
- C. **City Manager:** Employee, who shall serve as the City Clerk of the City, shall report and be directly accessible to the City Manager.

2. Term:

- A. The term of employment under this Agreement will commence February 24, 2023, and continue until terminated by either party, as provided in paragraph 7 below.

3. Compensation & Benefits:

- A. The City will pay Employee for all services rendered and performed hereunder a base salary, eighty-five thousand three hundred forty-five dollars (\$85,345) in equal installments per annum, paid bi-weekly (26 pay periods per annum), or as otherwise mutually agreed. The Employee's base salary shall increase based on the cost-of-living increases (COLAs) and merit increases uniformly provided by the City that year.
- B. Employee's job performance shall be reviewed and evaluated by the City Manager periodically under this Agreement and discussed with Employee by the City Manager.
- C. Employee may also receive those salary cost-of-living adjustments, which may be granted to other employees. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council. It shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

4. Fringe Benefits:

- A. Employee shall be eligible for and participate in all fringe benefits uniformly provided to Employees of the City on the same basis and under the same conditions as said employees.
- B. **Paid Time-off (PTO) Benefits**
The City Clerk has been employed since October 2008 and shall accrue PTO at the rate established in the Personnel Manual by the length of service of 9:00 hours a pay period (in addition to recognized regular and floating City Holidays). At any time during the term of this Agreement, the City Clerk shall be entitled to cash-out accrued PTO days, provided that at least 120 accrued PTO hours remain available. The amount paid to the City Clerk shall be

based on her annual base salary when the PTO hours are cashed out. Upon separation from employment, the City Clerk shall be paid for all accrued and unused PTO time available at that time.

- C. **Dues and Subscriptions:** Subject to the presentation of proper receipts or invoices and the appropriation of funds as part of the City's annual budget, City agrees to pay for the professional dues and subscriptions reasonably necessary for Employee's continuation and full participation in national, regional, state, and local associations, organizations, memberships, and subscriptions which Employee determines are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City, which the City Manager, in his/her exclusive discretion, approves.
- D. **Conventions:** (1) City hereby agrees to budget and to pay the registration fees, out of the Tri-County area travel and subsistence consistent with subparagraph 4(C)(3) below for attendance by Employee as a member in good standing to the annual meetings or conventions.
(2) Additionally, the City shall pay for all other meetings, seminars, and short courses attended by the Employee, which the City Manager, in his/her exclusive discretion, approves in advance. If attendance at such functions requires overnight travel and expense, the Employee shall be reimbursed in accordance with City policy.
(3) All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

5. Extent of Services and Hours of Work:

It is recognized that the City Clerk is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Clerk will require. Subject to authorized paid time off, Employee will devote her best efforts to performing her duties and responsibilities under this Agreement.

Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities, and trade and professional organizations, or to undertake other activities which do not interfere with the performance of her duties hereunder, it is mutually agreed that her participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City.

Employee shall not otherwise be employed on a full or part-time basis without the prior written permission of the City Manager.

Employee to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one-hour lunch period), as set by the CITY and as may be duly revised from time to time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee compensation (salary or benefits) is not based on hours worked. Furthermore, the City Clerk position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), and the Employee shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA. The Employee is not eligible for compensatory time.

6. Indemnification and Cooperation:

- A. To the extent permitted by law, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action for which the City is legally responsible for actions of Employee acting in her capacity as the City Clerk and which are within the scope of her authority and employment as City Clerk whether she is

sued in her official capacity or as an individual, subject to applicable law and the City Charter and Ordinances, and any limitations contained therein.

- B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Clerk of the City of Belle Isle, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action. The City shall pay Employee's reasonable travel and subsistence expenses incurred away from her home outside the Tri-County area that is incurred in preparation for and actual discovery, settlement, and trial of all said matters.
- C. Employee further agrees that unless required by law, she will not cooperate with or assist any party, person, or entity who has had or may have, or asserts that she has or may have any claim of any nature against the City, its agents, officers, employees, City members or representatives, without the express written permission of the City or its designee.
- D.

7. Termination:

- A. Termination by Employee: The Employee may resign and terminate this Agreement upon forty-five (45) day's written notice to the City. Should Employee resign her employment and terminate this Agreement:
 - 1. Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to Employee if they resign.
 - 2. This Agreement (except for Paragraph 6, which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the City shall have any further obligation one to the other under this Agreement or otherwise.
- B. Termination by the City:
 - 1. This Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Council in accordance with Section 4.11 of the City Charter, subject to the conditions contained in Paragraph 7B(2).
 - 2. Except as provided in Paragraph 7B (3) below, and subject to subparagraphs 7B(2) (c) and (d) below, if Employee is terminated, she shall be paid severance pay under the conditions outlined in subparagraphs 7B (2) (a) below. An offer by the City Manager to allow the Employee the opportunity to resign in lieu of termination voluntarily shall be considered a termination under and subject to the conditions outlined in this subparagraph 7B(2) below.
 - a. The Employee shall receive severance pay equal to the maximum allowed by Florida law of the base salary (currently a maximum of twenty (20) weeks' pay under general law on the Effective Date of this Agreement) if terminated; provided; however, there shall be no severance pay due in cases of termination consistent with Paragraph 7B(3) or termination by the Employee.
 - b. City shall continue to pay for the premium necessary to provide Employee group medical insurance for a period of twelve (12) weeks from the date of the Employee's termination under Section 7B, just as if she had remained actively employed during such period, but subject to the conditions set forth in subparagraph 7B(2)(d) and 7B(3) below.
 - c. Employee shall comply with paragraphs 6B and 6C of this Agreement following termination of this Agreement.
 - d. The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 7B (2) (b) above once the employee has obtained employment with another employer who offers group medical insurance for

which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed).

- e. Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except (i) as outlined in Paragraph 6; (ii) for accrued benefits, if any, to which Employee is entitled under the City Personnel Rules and Regulations applicable to her as a terminated Employee; or (iii) as otherwise provided in this Agreement.
3. The City shall have no obligation to pay any severance pay or to provide Employee group medical insurance or other benefits under paragraph 7B(2) hereunder unless otherwise required by law if Employee is terminated for any or a combination of the following:
 1. Conviction of a felony; or
 2. Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality); or
 3. Misappropriation of public funds; or
 4. Willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
 5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
 6. Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee have occurred, or
 7. Use or possession of illegal drugs; or
 8. Any illegal or unethical act involving personal gain; or
 9. Gross misfeasance or gross malfeasance.
 10. Any misconduct as defined by Section 443.036 (29) Florida Statutes or a violation of the code of ethics of the International Institute of Municipal Clerks (IIMC) and Florida Association of City Clerks (FACC).

8. Notice of Consent:

Any written or other notice required by this Agreement shall be deemed delivered as follows:

- A. As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City or by Certified or Registered mail to the City Clerk at the City Hall, said delivery is to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.
- B. As to Employee, by personal service to her or via Certified or Registered mail to her at the most recent mailing address outlined in the City's personnel records.

9. Miscellaneous:

- A. The City Personnel Rules and Regulations as they now exist or may be later modified by the City shall apply to Employee except when inconsistent with this Agreement or the City Charter.
- B. The City Manager shall be the person with whom Employee shall coordinate with respect to off-duty time.
- C. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.
- D. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- E. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's death, any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of the Employee's heirs and executors to the same extent as all other City Employees.
- F. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- G. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties and may be modified only by the written agreement of Employee and the City Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF BELLE ISLE, FLORIDA

Nicholas Fouraker, Mayor

Bob Francis, City Manager

Yolanda Quiceno, Employee