

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into as of the later of the date on which this Agreement is approved by the Town Commission or the date on which it is executed by the last signing party September 2026, (the “Effective Date”), by and between the TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation (the “Town”), and Erica Anderson, an individual (the “Clerk”).

WHEREAS, on August 4, 2026, the Town Commission adopted Ordinance No. 26-12, which established Section 3.12 of the Town Charter, created the Office of the Town Clerk, and provided that the Town Clerk is appointed by, serves at the pleasure of, and serves under the direction and supervision of the Town Commission;

WHEREAS, Section 4 of Ordinance No. 26-12 provides that the individual serving as Town Clerk immediately before the Ordinance became effective continues serving without interruption in service or break in employment, without the necessity of further appointment or other action by the Town Commission, and expressly authorizes the Town Commission to enter into an employment agreement with the Town Clerk;

WHEREAS, the Clerk possesses the education, training, experience, administrative qualifications, and ability necessary to perform the duties of Town Clerk;

WHEREAS, the parties desire to memorialize the compensation, benefits, duties, and other terms applicable to the Clerk’s continued service while preserving the Town Commission’s authority under the Charter and applicable law;

WHEREAS, the Town Commission on September 8, 2026 the Town Commission approved this agreement at a duly noticed public meeting;

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

Section 1. Appointment; Effective Date; Agreement Period

- A. The parties acknowledge that, pursuant to Section 4 of Ordinance No. 26-12, Erica Anderson continued serving as Town Clerk effective August 4, 2026, without interruption in service, break in employment, or the necessity of further appointment or other action by the Town Commission. This Agreement memorializes the negotiated terms applicable to her continued service and does not constitute a new appointment or create a new probationary period.
- B. The initial agreement period shall be three (3) years, commencing on the Effective Date and ending on the day immediately preceding the third anniversary of the Effective Date, unless earlier terminated in accordance with this Agreement.
- C. Upon expiration of the initial agreement period, this Agreement shall automatically renew for successive one (1) year periods, unless either party provides at least thirty (30) days written notice of nonrenewal. A notice of nonrenewal is not required for the Town Commission to exercise its authority to terminate the Clerk at any time under Section 2.
- D. The stated agreement period establishes the period during which the negotiated economic terms remain in effect. It does not guarantee employment for a fixed duration, create tenure, or limit the Town Commission’s authority to remove the Clerk at pleasure.

- E. Any amendment, renewal, or replacement of this Agreement must be approved by the Town Commission at a duly noticed public meeting and must be in writing and signed by the Clerk and an authorized representative of the Town.

Section 2. At-Pleasure Service; Commission Authority

- A. The Clerk shall serve at the pleasure of the Town Commission and under the direction and supervision of the Town Commission, and not at the will of a single commissioner consistent with Section 3.12 of the Town Charter. Nothing in this Agreement shall be construed to create a property interest in continued employment, civil-service status, tenure, or a right to continued employment for the stated agreement period.
- B. The Town Commission may terminate the Clerk's employment at any time, with or without cause, by action taken at a duly noticed public meeting in accordance with the Charter and applicable law. The distinction between termination "with cause" and "without cause" is used solely to determine eligibility for severance under Section 11 and does not limit the Commission's at-pleasure removal authority.
- C. The Town Commission may place the Clerk on paid administrative leave when it determines that doing so is in the Town's best interest. Paid administrative leave is nonpunitive unless the Commission expressly determines otherwise after any process required by law.
- D. The Clerk shall coordinate professionally with the Town Manager, Town Attorney, department directors, and other Town personnel as needed to conduct Town business. Such coordination does not transfer the Commission's supervisory authority over the Clerk to the Town Manager or any other individual officer or employee.
- E. Except for administrative authority expressly delegated by the Town Commission, direction and supervision of the Clerk shall be exercised by the Town Commission acting as a collegial body. No individual Commissioner may unilaterally alter the Clerk's duties, compensation, benefits, or employment status.

Section 3. Duties, Powers, and Responsibilities

- A. The Clerk shall faithfully perform all duties prescribed by Section 3.12 of the Town Charter, as established by Ordinance No. 26-12 and as subsequently codified, together with all duties prescribed by the general laws of the State of Florida, the Town Code, ordinances and resolutions of the Town Commission, duly adopted Town policies, and lawful assignments of the Town Commission.
- B. Consistent with Section 3.12 of the Charter, the Clerk shall:
 - (1) Serve as the administrative head of the Office of the Town Clerk; direct and supervise its administration; exercise control over its divisions and assigned personnel; and appoint, suspend, or remove subordinate employees assigned to that Office, except as otherwise provided by law, the Charter, or duly adopted personnel policies.
 - (2) Serve as custodian of the Town's official records and administer oaths and certify, under the Town Seal, true copies of ordinances, resolutions, minutes, journal entries, contracts, and other official records.
 - (3) Serve as custodian of the Town Seal and of records and papers of a general character pertaining to the affairs of the Town.

- (4) Attend all meetings of the Town Commission, or designate an employee of the Office of the Town Clerk to attend; prepare and maintain the official journal and minutes of Commission proceedings; and certify the correctness of those proceedings with the presiding officer.
 - (5) Execute certificates, attestations, notices, and other official documents required by the Charter, Florida law, ordinance or resolution, or otherwise necessary in performing the duties of the office.
 - (6) Perform all additional lawful duties assigned by the Town Commission that are not inconsistent with the Charter or general law.
- C. The Clerk shall maintain all certifications, credentials, and training reasonably required by law or by the Town Commission for the performance of the position. Current required or expected credentials are: Certified Municipal Clerk (CMC) credential in good standing and all training required by applicable law.
- D. The Town Clerk shall maintain a policy that promotes and supports ongoing training and professional development for employees under the Clerk's supervision. The Town Clerk shall conduct annual employee evaluations that include training and professional development as a component, with additional evaluations or check-ins at the Clerk's discretion. Training shall be subject to funding approved by the Town Commission through the annual budget process.

Section 4. Compensation

- A. The Town shall pay the Clerk an annual base salary of **Ninety-Five Thousand Dollars (\$95,000.00)**, payable in accordance with the Town's regular payroll schedule and subject to all lawful withholdings and deductions.
- B. The Town Commission shall review the Clerk's compensation in connection with the annual performance evaluation. Any salary increase, merit adjustment, market adjustment, or other compensation change must be approved by the Town Commission. A compensation adjustment approved in the Commission's official minutes or by written amendment shall be incorporated into this Agreement without requiring complete restatement of the Agreement.
- C. The Clerk **shall** be eligible for generally applicable cost-of-living adjustments approved for Town employees. Any such adjustment shall be subject to the terms and limitations established by the Town Commission and shall not be retroactive unless lawfully authorized before the services are rendered.
- D. Except as expressly stated in this Agreement or approved in advance by the Town Commission in accordance with law, the Clerk shall not be entitled to bonuses, supplemental compensation, or other extra compensation.
- E. This Agreement does not resolve, release, or waive any request or claim concerning an evaluation or compensation allegedly due for service performed before the Effective Date. Any such matter must be separately considered and resolved by the Town Commission in writing and in compliance with applicable law.

Section 5. Benefits, Leave, and Retirement

- A. Except as otherwise expressly provided in this Agreement, the Clerk shall receive the health, dental, vision, life insurance, disability, employee-assistance, holiday, leave, and other benefits provided

to Town department directors, subject to the governing plan documents and Town policies as amended from time to time.

- B. The Clerk's compensation, accrued leave, retirement benefits, years of service, and other existing employment rights and benefits shall continue without interruption from service preceding the Effective Date, consistent with Ordinance No. 26-12. Nothing in this Agreement resets the Clerk's service date or creates a new probationary period unless expressly stated here: no new probationary period.
- C. The Clerk shall be eligible to participate in the Town-sponsored retirement plan for which the position is eligible, subject to the plan documents and applicable law. The applicable plan and contribution terms are: the same Town-sponsored retirement plan and employee and employer contribution terms applicable to the Clerk immediately before the Effective Date, as those terms may lawfully be amended Town-wide. If this provision conflicts with the governing plan documents, the plan documents control.
- D. In addition to leave generally available under Town policy, the Clerk shall receive three (3) executive leave days per fiscal year. The days shall be credited at the beginning of each fiscal year, prorated for any partial first fiscal year, and scheduled consistent with operational needs. Unused executive leave does not carry forward and is not paid upon separation unless the Town Commission expressly approves otherwise in advance and as permitted by law.
- E. Upon separation from employment, earned and accrued leave shall be paid or forfeited solely as provided by applicable law, the governing plan documents, and the Town's duly adopted personnel policies. Earned leave is separate from severance pay.
- F. If a benefit described in this Agreement is discontinued Town-wide or becomes legally unavailable, the Town Commission and Clerk may negotiate a lawful substitute. No substitute benefit is effective without Commission approval at a public meeting.

Section 6. Professional Development; Memberships; Travel

- A. Subject to annual budget appropriation and applicable purchasing and travel policies, the Town shall pay reasonable costs for the Clerk to maintain professional credentials and memberships beneficial to the Town, including the Florida Association of City Clerks (FACC) and the International Institute of Municipal Clerks (IIMC).
- B. The Clerk may attend conferences, seminars, and training programs reasonably related to the Clerk's duties. The annual professional-development budget shall be as approved in the Town budget. Out-of-state travel and any unbudgeted expenditure exceeding \$1,500.00 require prior approval by the Town Commission.
- C. Authorized travel and subsistence expenses shall be paid or reimbursed in accordance with applicable Florida law and the Town's travel policy. The Clerk shall provide documentation required by law and Town policy.
- D. Tuition or certification reimbursement shall be provided subject to Town policy, annual appropriation, and prior approval required by that policy. Any repayment obligation for voluntary separation shall be stated in a separate written agreement approved as required by law.

Section 7. Equipment; Technology; Vehicle and Cellular Telephone

- A. The Town shall provide the office space, computer equipment, software, records-management tools, access credentials, and other equipment reasonably necessary for the Clerk to perform official duties. All such items remain Town property and shall be returned promptly upon request or separation.
- B. Cellular telephone arrangement: the Town shall provide a Town-owned cellular telephone. A Town-owned device and records created, sent, or received in connection with Town business shall be handled in accordance with public-records, cybersecurity, and records-retention requirements.
- C. Vehicle and local travel arrangement: mileage reimbursement under Town policy. The Clerk shall not receive both a vehicle allowance and mileage reimbursement for the same use unless expressly approved by the Commission and permitted by law.
- D. The Clerk shall comply with all Town policies governing acceptable technology use, cybersecurity, records preservation, and return of Town property.

Section 8. Hours of Work; Availability; Work Location

- A. The Town Clerk position is a full-time professional position requiring the hours reasonably necessary to perform the duties of the office. The Clerk shall generally be available during the Town's normal business hours of 8:00 a.m. – 5:00 p.m. and shall attend Commission meetings, elections, workshops, special meetings, emergency assignments, and other after-hours functions required by the position.
- B. The Clerk's primary work location shall be Town Hall, 202 East Main Street, Dundee, Florida 33838, or another location designated by the Town Commission. Remote work may occur only as permitted by Town policy or approved by the Town Commission or its authorized designee and shall not interfere with public access, records custody, meeting preparation, or other operational needs.
- C. The position shall be classified under the Fair Labor Standards Act and other wage-and-hour laws as determined by the Town based on the duties actually performed. Nothing in this Agreement alters any classification required by law.

Section 9. Performance Evaluation

- A. The Town Commission shall endeavor to evaluate the Clerk's performance annually, no later than the first regular Commission meeting occurring on or after the anniversary of the Effective Date, but no later than thirty (30) days after that anniversary. The evaluation may consider statutory and Charter compliance, records management, meeting administration, elections administration, personnel management, customer service, budgeting, professional development, responsiveness to the Commission, and other lawful performance objectives.
- B. The evaluation process shall provide the Clerk an opportunity to submit a written self-evaluation, receive the Commission's evaluation or consolidated feedback, and discuss performance and goals at a duly noticed public meeting to the extent required by law.
- C. The Commission may establish written performance objectives for the following review period. If the annual evaluation is not completed by the target date, the Commission shall schedule it for the next practicable duly noticed meeting and provide the Clerk written notice of the revised date. Failure to complete an evaluation by the target date does not automatically renew this Agreement,

increase compensation, restrict the Commission's at-pleasure authority, or authorize retroactive compensation prohibited by law.

Section 10. Outside Activities; Ethics; Compliance

- A. The Clerk's employment with the Town shall be the Clerk's primary professional employment. The Clerk may engage in outside employment, consulting, teaching, speaking, or business activity only if it does not interfere with Town duties, use Town resources improperly, create an actual or apparent conflict of interest, or violate applicable law or Town policy. Prior written approval shall be obtained from the Town Commission for compensated outside employment.
- B. The Clerk shall comply with the Florida Code of Ethics for Public Officers and Employees, public-records and records-retention laws, open-meetings requirements applicable to the Clerk's work, election laws, the Town Charter and Code, and all lawful Town policies and directives.
- C. The Clerk shall promptly disclose to the Town Attorney and Town Commission any actual or potential conflict of interest, legal disqualification, loss of required credential, or other circumstance that materially affects the Clerk's ability to perform the position.

Section 11. Termination; Severance; Resignation

- A. Termination Without Cause. The Town Commission may terminate the Clerk without cause at any time. If the Clerk is terminated without cause while this Agreement is in effect, the Town shall provide severance pay equal to twelve (12) weeks of the Clerk's then-current base salary, subject to the conditions and limitations in this Section. In no event shall severance exceed twenty (20) weeks of compensation, or any lower limit required by then-applicable law.
- B. Conditions of Severance. Severance is conditioned upon the Clerk's timely execution and nonrevocation of a general release of employment-related claims in a form approved by the Town Attorney, return of Town property, and reasonable cooperation in the orderly transition of records and duties. The release shall not prohibit disclosures protected by law, limit the parties' ability to discuss this Agreement or any settlement to the extent prohibited by section 215.425, Florida Statutes, or waive rights that cannot lawfully be waived.
- C. No Severance for Misconduct or Cause. No severance shall be paid if the Clerk is terminated for "misconduct" as defined in section 443.036(29), Florida Statutes. The parties further agree that, solely for determining severance eligibility, "cause" includes: (1) misconduct under section 443.036(29); (2) fraud, theft, embezzlement, or material dishonesty involving the Town; (3) conviction of, or plea of guilty or nolo contendere to, a felony or crime involving abuse of public office or moral turpitude; (4) willful and material neglect of a duty imposed by law, the Charter, or formal action of the Town Commission; (5) willful and material refusal to comply with a lawful directive of the Town Commission acting within its authority; (6) a material breach of this Agreement that remains uncured after ten (10) business days' written notice when the breach is reasonably curable; (7) a material violation of the Florida Code of Ethics for Public Officers and Employees; or (8) loss of a credential legally required to perform the position. A directive from an individual Commissioner is not a directive of the Town Commission unless authority to issue it was lawfully delegated. The Commission may terminate the Clerk at pleasure regardless of whether these conditions are established; this definition affects severance only.

- D. Payment.** Any severance due shall be paid in a lump sum within fifteen (15) days after the release becomes effective, subject to required deductions and lawful payroll practices. Severance shall be calculated using base salary only unless the parties expressly state otherwise here: base salary only.
- E. Accrued Compensation and Leave.** On any separation, the Town shall pay salary earned through the effective separation date and shall address accrued leave and other vested benefits in accordance with applicable law, plan documents, and Town policy. Such amounts are not severance pay and are not conditioned upon a release unless lawfully permitted and expressly stated in the governing policy or plan.
- F. Resignation.** The Clerk may resign by giving at least thirty (30) days advance written notice to the Mayor and each Commissioner, unless the parties agree in writing to a shorter period. The Commission may accept an earlier effective date. Voluntary resignation does not entitle the Clerk to severance.
- G. Death or Permanent Inability to Serve.** This Agreement terminates upon the Clerk's death. If the Clerk is unable to perform the essential functions of the position, with or without reasonable accommodation, the Town may take action consistent with applicable law. Amounts earned or vested as of separation shall be paid as required by law, policy, and plan documents; no severance is due solely because of death or inability to serve unless stated here: none.
- H. Maximum Contractual Liability.** Except for earned compensation, vested benefits, accrued leave payable under policy, indemnification rights provided by law, and obligations that expressly survive termination, the severance described above is the maximum contractual payment due solely because the Town terminates the Clerk without cause.

Section 12. Indemnification; Sovereign Immunity

- A.** To the extent provided by Florida law and Town policy, the Town shall provide a defense and indemnification for claims arising from acts or omissions performed by the Clerk in good faith and within the scope of official duties. Nothing in this Agreement creates indemnification beyond that permitted by law.
- B.** Nothing in this Agreement waives or expands the Town's sovereign immunity, the limitations of section 768.28, Florida Statutes, or any other defense, immunity, or limitation available to the Town or its officers and employees.

Section 13. Notices

- A.** Notices required by this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight service, or certified United States mail, return receipt requested. Courtesy copies may be sent by email, but email alone does not constitute notice unless receipt is acknowledged in writing.
- B.** Notices to the Town shall be addressed to:

Mayor and Town Commission
Town of Dundee
202 East Main Street
Dundee, Florida 33838

With a copy to:

Markeishia Smith, Esq.
Town Attorney
408 S Tenth Street
Haines City, FL 33844

- C. Notices to the Clerk shall be addressed to Erica Anderson at the home address and personal email address maintained in the Town's official personnel records, unless the Clerk designates another address in writing.
- D. Notice is effective upon personal delivery, confirmed overnight delivery, or deposit in the United States mail as described above; provided, however, that statutory or policy deadlines control when applicable.

Section 14. Pre-Suit Mediation

- A. Before filing a civil action arising directly from this Agreement, the parties shall attempt in good faith to mediate the dispute with a Florida Supreme Court-certified circuit civil mediator in Polk County, Florida. The mediation shall occur within **forty-five (45)** days after a written mediation demand unless the parties agree otherwise.
- B. The parties shall mutually select the mediator and share the mediator's fees equally unless otherwise agreed. If the parties cannot agree within ten (10) business days, each party shall submit two qualified mediators and alternately strike names until one remains, with the first strike determined by coin toss.
- C. This Section does not toll a jurisdictional or statutory filing deadline, prevent either party from seeking temporary emergency relief, or apply to unemployment, workers' compensation, pension, ethics, public-records, election, or other administrative proceedings governed by separate law.

Section 15. General Provisions

- A. Entire Agreement. This Agreement constitutes the entire agreement concerning the negotiated terms of the Clerk's employment and supersedes prior oral or written discussions on those terms. It does not supersede rights or obligations imposed directly by the Florida Constitution, Florida law, the Town Charter, the Town Code, duly adopted ordinances and resolutions, or governing benefit-plan documents.
- B. Order of Authority. The Florida Constitution and general law control, followed by the Town Charter, applicable ordinances and resolutions, this Agreement, benefit-plan documents within their subject matter, and Town personnel policies. This Agreement controls a negotiable employment term over a conflicting general personnel policy only to the extent legally permissible and expressly stated.
- C. Amendment and Waiver. No amendment or waiver is effective unless it is written, approved by the Town Commission at a duly noticed public meeting, and signed by the Clerk and an authorized Town representative. A failure to enforce a provision once is not a continuing waiver.
- D. Public Nature of Agreement. The parties acknowledge that this Agreement and records relating to its approval, administration, and payment may be public records. No provision shall be interpreted to require unlawful confidentiality or to limit any person's ability to discuss the Agreement where such a limitation is prohibited by law.

- E. Severability.** If a court of competent jurisdiction determines that any provision is invalid or unenforceable, the remaining provisions shall remain effective. Any invalid provision shall be construed or modified to the minimum extent necessary to make it lawful while preserving the parties' intent, if possible.
- F. Governing Law and Venue.** Florida law governs this Agreement. Venue for any civil action shall lie in the state courts in Polk County, Florida, or, if federal jurisdiction exists, the United States District Court for the Middle District of Florida.
- G. No Assignment.** The Clerk may not assign this Agreement or delegate the duties of Town Clerk except as authorized by the Charter, law, or the Town Commission. The Agreement binds the Town and the Clerk and their lawful successors and personal representatives only to the extent applicable.
- H. Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts and by lawful electronic signature, each of which is deemed an original and all of which together constitute one instrument.
- I. Headings.** Section headings are for convenience only and do not alter the meaning of any provision.
- J. Independent Review.** The Clerk acknowledges the opportunity to review this Agreement with independent counsel or another advisor before signing. The Town Attorney represents the Town and does not represent the Clerk individually.
- K. Survival.** Provisions concerning payment of amounts earned, return and preservation of Town property and records, release conditions, indemnification, dispute resolution, sovereign immunity, governing law, and venue survive separation to the extent necessary to give them effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated above.

TOWN OF DUNDEE, FLORIDA

TOWN CLERK

By: _____

Joe Garrison, Mayor

Date: _____

Erica Anderson

Date: _____

ATTEST:

Approved as to form and legal sufficiency:

Deputy Town Clerk

Markeishia Smith, Town Attorney