

EXECUTIVE ASSISTANT EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this ___ day of _____, _____, by _____ and between the City of Key Colony Beach, Florida, a Florida municipal corporation (the "City") and _____ ("Executive Assistant").

WITNESSETH:

WHEREAS, Section 5-5 (a) of the City Charter provides that the Executive Assistant shall be the an administrative officer of the City; and

WHEREAS, it is the desire of the City to secure and retain the services of the Executive Assistant; and

WHEREAS, the Executive Assistant desires to be employed as the Executive Assistant for the City.

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

SECTION 1. DUTIES

- 1.) The Executive Assistant shall carry out the policy directives of the City Commission and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the City Commission from time to time. All duties assigned to the Executive Assistant by the City Commission shall be appropriate and consistent with the professional role and responsibilities of the Executive Assistant.
- 2.) The Executive Assistant shall manage and perform duties to ensure compliance with County, State and Federal requirements from, but not limited to: County Emergency Management; State, Governor, Health, DEO, DEP, DEM, FWC; and Federal, FEMA, EPA, USACE and Florida Keys National Marine Sanctuary.
- 3.) The Mayor shall serve as the City Emergency Manager with assistance from the Police Chief, Building Official, Public Works Department Head, and City Clerk.
- 4.) The Executive Assistant will coordinate and manage all interlocal agreements with the County and other Municipalities in Monroe County in accordance with Commission guidance/approval.
- 5.) The Executive Assistant will coordinate all requests to ensure the policies of the City Commission are represented.
- 6.) The Executive Assistant will provide the Commission with a balanced budget and ensure timely workshops, commission votes and public hearings to complete the budget process in accordance with State/County TRIM requirements.
- 7.) The Executive Assistant shall report directly to the Mayor. However, the Mayor and Commission understand policy direction comes from the City Commission as a whole and not individually as Commissioners.
- 8.) The City Commission, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Executive Assistant for study and/or appropriate action.

SECTION 2. TERM

This Agreement shall be for a term of _____ (_____) concluding at midnight of _____. This agreement is renewable by further agreement of the parties. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Executive Assistant at any time, likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Executive Assistant to resign at any time from the Executive position, subject only to the provisions set forth in Section 11 of this Agreement.

SECTION 3. COMPENSATION

The City agrees to pay the Executive Assistant for his services rendered an annual base salary of \$_____ payable in equal biweekly installments.

SECTION 4. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

The Executive Assistant shall receive no benefits.

SECTION 5. VACATION AND SICK LEAVE

The Executive Assistant shall receive _____ vacation and _____ sick leave.

SECTION 6. RESIDENCY & WORKING HOURS

The Executive Assistant shall establish and maintain permanent residence preferably within the City's geographical boundaries or within the geographical boundaries of Monroe County, Florida.

The Executive Assistant will keep regular working hours of a minimum of 25 hours a week. Additional working hours may occur as needed and/or upon request by the Mayor and/or City Commission.

SECTION 7. PROFESSIONAL DEVELOPMENT

The City recognizes that the Executive Assistant's attendance at professional development and training courses are beneficial to both the Executive Assistant and the City. The City agrees to budget for and pay for reasonable and customary travel and subsistence expenses of the Executive Assistant to attend courses and seminars that are necessary for his professional development related to City issues with Mayor or City Commission approval. The City shall pay reasonable cost of travel expenses for attendance at the ICMA, Florida League of Cities and, NLC annual conferences, as well as the expense of attendance at Florida Keys Days.

SECTION 8. GENERAL BUSINESS EXPENSES

The City shall pay reasonable and necessary professional dues and subscriptions for the Executive Assistant to participate in national, regional, state, and local associations and organizations essential for the Executive Assistant's continued professional development, including but not limited to, ICMA and

FCCMA (Florida City and County Management Associations). In any event, such attendance will not exceed ten (10) weekdays per year without approval of the City Commission.

SECTION 9. OFFICE EQUIPMENT

The City shall provide the Executive Assistant with the use of desktop and laptop computers with appropriate software, a cellular telephone (PDA/smartphone), mobile hotspot, tablet, and such other equipment as may be necessary for the Executive Assistant to make himself available to perform his duties and to be able to maintain communication with the City Commission, City staff, and City residents at all times, as approved in the City's annual budget.

SECTION 10. TERMINATION AND SEVERANCE PAY

The Executive Assistant serves at the pleasure of the City Commission. The City may, at any time whatsoever, for any lawful reason whatsoever terminate the employment of the Executive Assistant by an affirmative vote of a majority of the entire City Commission as prescribed by the City Charter. In such event, the City Commission will give written notice of termination to the Executive Assistant of the decision of the City Commission not less than thirty (30) days prior to the effective date of the termination of employment. The Executive Assistant will be entitled, following a one-year probation period, to a lump sum severance payment equal to three (3) weeks of base salary in compliance with Section 215.425(4)(a), Florida Statutes, to be paid on the effective date of the termination of employment at the Executive Assistant's rate of pay on the date of separation from employment.

The City shall not be required to pay the severance payment set forth in the above paragraph in the event the City Commission terminates the employment of the Executive Assistant during the one-year probation period or because of an adjudication of guilt of any felony, or because of a finding of misconduct as defined by Section 443.036(29), Florida Statutes. Severance pay is prohibited if the Executive Assistant is terminated for misconduct as defined by Section 443.036(29), Florida Statutes. The current statutory language reads:

(29) "Misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

- (a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.
- (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
- (c) Chronic absenteeism or excessive tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.

(e)

1. A violation of an employer's rule, unless the claimant can demonstrate that:
 - a. He or she did not know, and could not reasonably know, of the rule's requirements.
 - b. The rule is not lawful or not reasonably related to the job environment and performance; or
 - c.
2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The City shall not be required to pay severance pay if the Executive Assistant voluntarily and under free will resigns the position of Executive Assistant. If the Executive Assistant voluntarily resigns, then he shall give the City Commission written notice no later than thirty (30) days prior to the effective date of the resignation of employment as Executive Assistant.

This Agreement may also be terminated by mutual agreement, death, or retirement.

SECTION 11. INDEMNIFICATION

Pursuant to Sections 111.07 and 111.071, Florida Statutes, the City will provide a civil defense to any legal action brought against the Executive Assistant relating to the performance of his duties. This section shall survive the termination of this Agreement or any other separation of the Executive Assistant's employment.

SECTION 12. BOND

The City shall bear the full cost of any bonds required of the Executive Assistant under law.

SECTION 13. NOTICES

All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service or shall be sent by electronic communication, whether by telefax or telecopy, addressed as follows:

If to Executive Assistant: _____

If to City: Mayor, City of Key Colony Beach
PO Box 510141
Key Colony Beach, Florida 33051
(With a copy to the City Clerk)

SECTION 14. HOURS OF WORK / EXCLUSIVE EMPLOYMENT

The Executive Assistant acknowledges that the proper performance of the duties of the position will require the Executive Assistant to generally observe a minimum of 25 working hours and will also often require the performance of necessary services outside of normal business hours. The Executive Assistant agrees to devote such additional time as is necessary for the full and proper performance of the Executive Assistant's duties and the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Executive Assistant, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the Executive Assistant's Office.

The Executive Assistant shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission.

The City encourages the Executive Assistant to accept invitations to speaking engagements or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and encourages the Executive Assistant to participate in pertinent seminars, groups, associations, and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Executive Assistant to perform his duties.

The Executive Assistant shall be entitled to the same official paid holidays as all other employees.

SECTION 15. PERFORMANCE EVALUATION

The City Commission will annually review and evaluate the performance of the Executive Assistant at the first regular City Commission meeting in April of each year or as soon as practical. The first annual review and evaluation under this Agreement shall take place at the first regular City Commission meeting in April 2025, or as soon as practical thereafter. The review and evaluation may be in accordance with specific written criteria developed by the City Commission, in conjunction with the Executive Assistant. Further, the individual Commission Members shall provide the Executive Assistant with the written evaluations and provide the Executive Assistant ample opportunity to respond. In effecting the provisions of this section, the City and the Executive Assistant mutually agree to abide by the provisions of applicable law.

The City Commission shall determine an appropriate adjustment to the Executive Assistant's salary based on the results of the annual evaluation.

SECTION 16. NO REDUCTION IN BENEFITS

The City shall not at any time during this Employment Agreement take action to reduce the salary, compensation, or any other benefits of the Executive Assistant without the written consent of the City Commission.

SECTION 17. START DATE

This agreement shall be effective on _____.

SECTION 18. ETHICAL COMMITMENTS

The Executive Assistant shall not endorse candidates, make financial contributions, sign or circulate petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the City, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City shall support the Executive Assistant in keeping these commitments by refraining from any order, direction, or request that would require the Executive Assistant to undertake any of the activities. Specifically, neither the City Commission nor any individual member thereof shall request the Executive Assistant to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The Executive Assistant voluntarily agrees to this and shall not cause this provision to formulate any claim against the City whatsoever. The Executive Assistant acknowledges the above is in no way a restriction on his freedom of speech, and if so, claimed is deemed immediately invalid.

SECTION 20. MISCELLANEOUS PROVISIONS

It is understood and agreed that this document incorporates all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, it shall be deemed severed and the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

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.

The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Executive Assistant.

Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, only after mediation to be held within thirty (30) days of notice of any claim, breach, or disagreement over the interpretation of this contract between the parties. Both the City and the Executive Assistant knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceeding that may be initiated by either party with respect to any term or condition of this Agreement.

Either party may request the renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, these terms will remain unchanged.

This Agreement will be construed and interpreted according to its language and not strictly against either the Executive Assistant or the City, regardless of authorship.

This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

[The Rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written above.

Administrator

Witness Signature

Printed Name

THE CITY OF KEY COLONY BEACH, FLORIDA

Mayor – Joey Raspe

ATTEST:

City Clerk – Silvia Gransee

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA ONLY:**

City Attorney – Dirk M. Smits, B.C.S.