

EMPLOYMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 2004, by and between the City of Naples, a political subdivision of the State of Florida, hereinafter called "the City," and Tara A. Norman, hereinafter called "the Employee."

WITNESSETH

- WHEREAS,** Section 2-101 of the Code of Ordinances of the City of Naples identifies the responsibilities of the City Clerk; and
- WHEREAS,** the City appointed the Employee to be the City Clerk on July 22, 1996; and
- WHEREAS,** it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment; (2) make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security; and (3) provide a just means of terminating the Employee's services; and
- WHEREAS,** the Employee desires to continue in her appointment as the City Clerk of the City of Naples; and
- WHEREAS,** Section 4.1 of the Charter of the City of Naples, Florida, directs that the salary of the City Clerk shall be fixed by the City Council;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. EFFECT OF THIS AGREEMENT:

This Agreement shall take full precedence over all conditions of employment under all former employment agreements.

Section 2. DURATION:

This agreement shall remain in full force and effect until replaced by an additional Employment Agreement or by the termination/separation of the Employee from the City.

Section 3. SALARY:

The City has paid and shall continue to pay an annualized salary as follows: \$66,000.00 as of October 1, 2003. Effective January 1, 2005, and on January 1 of each year throughout the duration of this agreement, the Employee shall be eligible for salary increases at least at the level of annual and merit increases provided to non-bargaining unit employees. In addition, the Employee is also eligible for bonuses at the discretion of the City Council.

Section 4. EVALUATION:

In December of each year each City Council Member shall conduct a written evaluation of the Employee. Failure of a Council Member to perform an evaluation will result in an automatic rating of “satisfactory” by that Council Member.

Section 5. PERSONAL LEAVE:

The Employee will be entitled to Personal Leave accruals of thirty-four (34) days annually. On an annual basis and in accordance with current City policy, the Employee may elect to cash in up to a maximum of eighty (80) hours of her personal leave balance, to be paid at her current hourly rate, subject to applicable payroll taxes. All other personal leave provisions for non-bargaining unit employees will apply.

Section 6. SICK LEAVE:

Upon termination, resignation or retirement, the Employee shall be compensated for unused sick leave at 30% of the balance at that time, or the payout option then available to department directors, whichever is greater. Payment will be at the Employee’s current hourly rate, subject to payroll taxes, if applicable. At separation, the Employee may apply the total hourly value, or any portion thereof, to future health insurance premiums for the period during which the Employee continues to be covered under the City’s employee health plan. Should the Employee discontinue participation in the City’s employee health plan at any time subsequent to separation, the Employee shall then be entitled to receive a cash payment equal to the unused balance of the total hourly value of sick leave as set forth above. The Employee is required to use sick leave accrued as of the date of this agreement only after Personal Leave accrued by the Employee has been depleted; however, the Employee may at her discretion utilize sick leave after the second consecutive day of illness as per the present City policy for non-bargaining employees.

Section 7. HEALTH INSURANCE:

The City shall provide the same health insurance and any other supplemental health, dental, prescription or vision coverages provided to department directors of the City. However, nothing in this section shall preclude the Employee from receiving any health insurance enhancement or other benefit enhancements which may in the future be provided to non-bargaining employees of the City.

Section 8. LIFE INSURANCE:

The City shall pay the full amount of the premium for term life insurance coverage in an amount equal to two times the Employee's annual salary, rounded up to the next highest \$1,000. Additional coverage may be purchased at the Employee's expense in the same manner as all non-bargaining employees of the City.

Section 9. RETIREMENT:

The employee shall be entitled to all retirement benefits provided for all non-bargaining unit employees of the City. The employee shall contribute the percentage of base salary to the general retirement plan as determined by City Ordinance. Contributions shall be on a pre-tax basis. City match will vary.

Section 10. OTHER BENEFITS:

The Employee may receive other benefits, not specifically listed herein, on the same basis as non-bargaining unit employees, or as determined by City Council.

Section 11. PERFORMANCE EXPECTATIONS:

The employee shall provide professional services and is expected to perform all services in accordance with applicable City policies and procedures and regulations; including, but not limited to those published in the City of Naples Code of Ordinances and Florida State Statutes. This section shall include adherence to City of Naples Ethics Ordinance, Chapter 2, Article IX, of the Code of Ordinances.

Section 12. TERMINATION OF THIS AGREEMENT:

This Agreement shall terminate upon the occurrence of any one of the following events:

a) The City Council may terminate the Employee if the Employee is unable to perform her duties and responsibilities hereunder to the full extent required by the City by reason of illness, injury or incapacity for six consecutive months, or for more than six months in the aggregate during any period of twelve calendar months, during which time she shall continue to be compensated as provided in Section 3 above; provided, however, that the amount the City shall be required to pay the Employee shall be reduced by the amount of any disability payments received by the Employee pursuant to disability insurance coverage. The Employee would also be compensated for unused sick leave in accordance with Section 6 of this Agreement. In such event of termination, the City shall have no further liability or obligation to the Employee for compensation under this Agreement except as otherwise specifically provided herein. The Employee agrees, in the

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event of a dispute under this section, to submit to a physical examination by a licensed physician selected by the City.

b) This Agreement shall terminate in the event of the Employee's death. In such event, the City shall pay to the Employee's executors, legal representatives or administrators, as applicable, an amount equal to the installment of her base salary set forth in Section 3 for the month in which she dies. Thereafter, the City shall have no further liability or obligation under this Agreement to her executors, legal representative, administrators, heirs or assigns or any other person claiming under or through her, except as otherwise specifically provided in this Agreement; provided, however, that the Employee's estate or designated beneficiaries shall be entitled to receive the payments prescribed for such recipients under any death benefit plan which may be in effect pursuant to the Agreement.

c) The City shall have the right to terminate the Employee at any time for criminal action or malfeasance with two weeks' notice, in which event the Employee will, at her request, be provided a hearing before City Council. The Mayor shall give the termination notice and shall state the specific matters asserted to be the cause of termination. The decision of the Council will be final and binding. In all other cases, besides criminal action or malfeasance, the City shall give the Employee a six (6) month written notice of termination. The City shall have the right to prepay or buy out any or all of the six-month period, including the value of applicable benefits.

Section 13. RESIGNATION NOTICE:

The Employee shall provide the City at least 45 calendar days' written notice of the Employee's resignation or retirement.

Section 14. CONTINUANCE OF SERVICE:

This Employment Agreement shall be for a continuous period of time and does not terminate except as in accordance with Section 12, Termination of Agreement, or Section 13, Resignation Notice.

Section 15. ADDENDA:

All addenda must be mutually agreed to by the City and by the Employee in order for such addenda to be effective and binding on both parties.

Section 16. SEVERABILITY:

If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.

THIS AGREEMENT IS HEREBY ACCEPTED BY BILL BARNETT, MAYOR OF THE CITY OF NAPLES, FLORIDA, ON BEHALF OF THE CITY, AND BY TARA A. NORMAN, THE EMPLOYEE.

Bill Barnett, Mayor

Tara A. Norman

Attest:

Deputy City Clerk