

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of May, 2012, by and between the City Council of the City of Naples, a municipal corporation, hereinafter called "Employer", as party of the first part, and **Patricia L. Rambosk**, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WHEREAS, Article 4 of the City Charter provides that a City Clerk shall be appointed by and shall serve at the will of the City Council; and

WHEREAS, it is the desire of the City Council to secure professional services to serve as the City Clerk for the City of Naples, Florida, and

WHEREAS, the City Council has deemed it in the best interest of the City to provide an employment agreement for the City Clerk in order to establish certain conditions of employment to set working conditions of said employee; and

WHEREAS, Patricia L. Rambosk desires to be employed as the City Clerk of Naples, Florida and agrees that an employment agreement is beneficial because it establishes conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants and understandings set forth herein, the parties hereto agree as follows:

SECTION 1 – TERM

- A. The Employee serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a guaranteed tenure or specific term of employment.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with the Employer. However, Employee shall provide the City Council with at least sixty (60) days prior written notice of resignation, unless waived by the City Council. The Employee shall be paid through her last day of employment. The City Council, at its election, may shorten the time period of the Employee's employment and pay in lump sum the difference between the last day worked and the one month notice period. If the Employee voluntarily elects to leave prior to the sixty (60) day period, for whatever reason, she shall be paid up to the last day of employment.

SECTION II – TERMINATION

- A. The City Council shall have the right to terminate the Employee at any time for criminal action, misconduct as defined in s.443.036(29) Florida Statutes,

malfeasance, gross negligence, or other serious infractions of the City's Personnel Policies and Procedures that would prevent Employee from being effective in her position. The City Council shall also have the right to terminate the Employee if the Employee is unable to perform Employee's duties because of illnesses, accident, injury, mental incapacity, or any other disabling condition in excess of twelve (12) successive weeks unless otherwise provided for by law.

- B. In the event the employment of the Employee is terminated by the City Council for reasons other than as stated in paragraph A above, sixteen (16) weeks notice shall be given by the City Council to the Employee. The City shall have the right to pay to Employee a lump sum cash payment equal to sixteen (16) weeks' salary, less Federal and State withholding. Employee shall also be compensated for all earned personal leave calculated at the rate of pay in effect upon termination.

SECTION III – SALARY AND BENEFITS

- A. Salary. Employer agrees to compensate Employee for services rendered as the City Clerk at an annual base salary of \$84,882 payable in installments at the same time as other employees of the City are paid. Said compensation is subject to review and adjustment, if deemed appropriate by the City Council, on an annual basis. Upon attainment of status as a Certified Municipal Clerk as provided in Section VII hereunder, Employer agrees to compensate Employee an additional five (5) percent of the then current base salary.
- B. Personal Leave. The Employee shall participate in the Personal Leave Program. All leave time is accrued on a monthly basis when the Employee is on paid status. Personal leave shall be provided on the same basis as that provided to other Non-Bargaining employees. On an annual basis and in accordance with current City policy, Employee may elect to cash in hours of the personal leave balance on the same basis as that provided to other Non-Bargaining employees, to be paid at the Employee's current hourly rate, subject to applicable payroll taxes.
- C. Health, Dental, and Vision Insurance. Employer agrees to provide to the Employee and eligible dependents the health, dental, and vision insurance at the same cost paid by other department directors. Such insurance and employee contributions are subject to change.
- D. Life Insurance, LTD, AD&D. The City shall pay the premium charged for participation in the City's group life insurance program. Term life insurance coverage shall be in an amount equal to two times the Employee's annual salary, rounded up to the next highest \$1,000 to the maximum allowed by

the provider. Additional coverage, if available, may be purchased at the Employee's expense.

The City shall provide long-term disability (LTD) and Accidental Death & Dismemberment at no cost to Employee in accordance with plan design as allowed by provider.

- E. Retirement Contributions. Employee shall participate in the City's General Pension Plan.

Supplemental Retirement. Employee is eligible to participate in the supplemental retirement plan and will be required to contribute three percent (3%) of pay and the City will match with two percent (2%) of pay.

- G. Other Benefits. The City may provide other benefits, not specifically listed herein, to Employee on the same basis as those provided to other Non-Bargaining employees, or as determined by the City Council.

SECTION IV - CELLULAR PHONE

- A. The Employer shall provide either a city-owned cellular telephone or a cellular telephone allowance in the amount of \$40 per month or as amended by Employer. If an allowance is provided the Employer may reimburse Employee for costs associated with excessive phone usage that may result during periods of public emergencies, such as hurricane preparedness and response

SECTION V – OVERTIME

- A. Employee understands that the position is exempt from the payment of overtime under the provisions of the Fair Labor Standards Act.

SECTION VI – DUTIES AND RESPONSIBILITIES AND PERFORMANCE EXPECTATIONS

- A. The Employee shall undertake and carry out the duties, responsibilities, and requirements of her position as provided in the City Charter, Code of Ordinances, and directives of City Council.
- B. The Employee shall provide professional services, as determined by the City Council and as assigned to the City Clerk at the discretion of the City Council. Employee shall be expected to perform all services in accordance with applicable City policies, procedures and regulations; including, but not limited to those published in the City of Naples Charter, Code or Ordinances, Florida State Statutes and standard operating procedures.

SECTION VII – TRAINING AND CERTIFICATION

- A. Employee agrees to attain recognition as a Certified Municipal Clerk as recognized by the International Institute of Municipal Clerks through the Florida Association of City Clerks by no later than June 1, 2014.
- B. Employee agrees to attend at least one Public Records Seminar or Webinar by no later than December 31, 2012.

SECTION VIII – COMMENCEMENT OF EMPLOYMENT

- A. Employment under the terms of this Agreement shall commence on May 31, 2012, unless otherwise agreed by each party.

SECTION IX – GENERAL PROVISIONS

- A. All provision of law, and regulations and rules of the City and other fringe benefits and working conditions as they now exist, or hereafter may be amended, shall also apply to the Employee as they do to other employees of the City in addition to said benefits enumerated herein specifically for the benefit of the Employee.
- B. The text herein shall constitute the entire Agreement between the parties.
- C. This Agreement shall become effective upon execution by the Mayor on behalf of City Council and execution by Employee.

WITNESSES:

CITY OF NAPLES:

Witness Sign Name

BY: _____
John F. Sorey III

Witness Sign Name

Patricia L. Rambosk

APPROVED AS TO FORM AND CORRECTNESS: _____
Robert D. Pritt, City Attorney