

**RESOLUTION 21-02**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAURA JO SMITH AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**NOW, THEREFORE BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain employment Agreement between the City and Laura Jo Smith, relating to her temporary employment and provision of administrative support services, providing for a monthly salary of Four Thousand Dollars (\$4,000) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

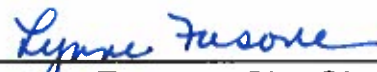
**PASSED** in regular session this 8<sup>th</sup> day of October, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lynne Fasone, City Clerk

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 8<sup>th</sup> day of October 2020, by and between the City of Panama City Beach, a Florida municipal corporation (the "City") and Laura Jo Smith.

WHEREAS, at its March 26, 2020, the City Council approved the temporary appointment of Laura Jo Smith as Interim City Clerk beginning Monday, March 30, 2020; and

WHEREAS, Laura Jo Smith accepted the temporary appointment to serve during the interim while the City Council searches for a new City Clerk; and

WHEREAS, the City desires to retain Laura Jo Smith for the purpose of providing ongoing administrative support services to support the new City Clerk.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained in this Agreement, the parties agree that:

**Section 1.** The City hereby hires Laura Jo Smith under the terms established herein, to perform administrative support services to supplement the City Clerk and to perform such other legally permissible and proper duties and functions as the City Council or City Manager shall from time to time assign.

**Section 2.** Compensation for providing the services will be at the rate of \$4,000 per month. No other payments will be made to Smith for the services provided.

**Section 3.** The term of this Agreement shall be for a period of one year, commencing on October 1, 2020 and ending on September 30, 2021 (the "Initial Term"), unless sooner terminated in accordance with Section 4.2 below. Upon the expiration of the Initial Term, the City shall have the option to renew this Agreement by delivering written notice of its intent to exercise this option at least sixty (60) days prior to the end of the original term. The same terms and conditions in this Agreement shall apply throughout any renewal term.

#### **Section 4. Termination**

(a) *With Cause.* Except as expressly stated elsewhere in this Agreement, either party may terminate this Agreement in the event that the other party breaches a material term or condition of this Agreement. Prior to exercising a right to terminate under this Sub-Section 4.2 (a), the party asserting a breach shall first give written notice to the other party of the alleged breach and the other party shall then have ten (10) days to cure the breach. In the event that the breach is not cured within the ten (10) day period after notice, the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination to the party in breach.

(b) *Without Cause.* Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause by providing at least sixty (60) days advanced written notice to the other party. Once given by the terminating party, such notice is irrevocable without the written consent of the nonterminating party.

**Section 5.** During the term of her temporary employment, Smith shall be designated as a seasonal employee in accordance with the City's Personnel Policies and shall not be entitled to benefits afforded full-time employees, including but not limited to, insurance benefits, participation in the City's General Employee's Retirement Fund, accrual or payout of vacation and sick leave, or paid holidays.

**Section 6.** If Smith becomes unable to perform her duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of two consecutive weeks, the City shall have the option to terminate this Agreement.

**Section 7. General Terms and Conditions**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

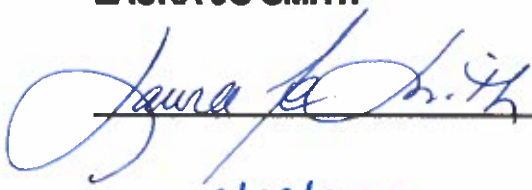
C. This Agreement is a personal agreement between the City and Smith and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14<sup>th</sup> Judicial Circuit, in and for Bay County, Florida.

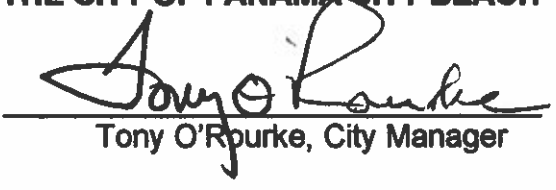
Executed by the CITY this 8<sup>th</sup> day of October, 2020.

**LAURA JO SMITH**



Date: 10/08/2020

**THE CITY OF PANAMA CITY BEACH**

  
Tony O'Rourke, City Manager

Attest

  
Lynne Fasone, City Clerk