



THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

CITY CLERK EMPLOYMENT AGREEMENT

This Agreement is made and entered into this ____ day of July, 2023 (“Effective Date”), by and between The City of Key West, Florida, a municipality operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, (“City”), whose main business is located at 1300 White Street, Key West, Florida 33040 and **KERI O’BRIEN**, a Florida-certified municipal clerk in good standing, residing in the City of Key West (“Clerk”). (The City and Clerk are hereby collectively referred to as the “Parties”), City and Clerk hereby agree as follows:

Recitals

WHEREAS, the City desires to employ a city clerk (“Clerk”) for the City of Key West, who shall serve as the City Clerk as contemplated by the City Charter and the Code of Ordinances; and,

WHEREAS, after the position of City Clerk was advertised, candidates were vetted, and interviews were conducted. Keri O’Brien meets the qualifications of the City Clerk position, as prescribed by the job description amended and passed by Resolution 23-090 of the City Commission on April 4, 2023; and,

WHEREAS, the City Commission selected Keri O’Brien as its City Clerk on June 8, 2023 via Resolution 23-168; and,

WHEREAS, it is the desire of the Parties to enter into an employment agreement to provide certain benefits and to establish conditions of the employment of Clerk; and,

KERI O’BRIEN
CITY CLERK CONTRACT

WHEREAS, the Parties have determined that the terms and conditions of this Agreement are equitable.

NOW, THEREFORE THE PARTIES ENTER IN THIS EMPLOYMENT AGREEMENT AS FOLLOWS:

1. Employment. City hereby employs Clerk as its City Clerk and Clerk accepts the employment pursuant to the terms and conditions below.

2. Full-Time Employment and Benefits. City and Clerk agree that the position of City Clerk will be a full-time position. The parties recognize the hours worked by Clerk will necessarily require time outside typical office hours. Clerk will dedicate a minimum of forty (40) hours per week plus additional hours as are necessary to perform the duties of City Clerk. It is understood that due to the nature of this position, Clerk may work various work schedules to achieve the minimum number of hours required and is not bound by a regular schedule. Clerk shall be generally available to City at City Hall during normal business hours. Clerk shall retain the same level of benefits enjoyed as all employees including, but not limited to: retirement, holidays, health, dental vision and life insurance, sick and annual leave; Clerk shall be entitled to payout of all (100%) accrued leave upon separation.

3. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning on June 8, 2023, when Clerk was confirmed by the City Commission by Resolution #23-168 and continuing for a period of four (4) years, terminating at COB on June 7, 2027. This Agreement will automatically renew year-to-year year with all COLA increases enjoyed by general employees, unless either the City or Clerk gives the other written notice of its or her intent to modify or terminate the Agreement. Such written notice will be given not less than one hundred twenty (120) days prior to the expiration of any then existing term of this Agreement.

B. Termination of Agreement.

1. By City for Cause. City can terminate this Agreement upon a finding by a majority vote of the City Commission for "Cause." Cause shall be defined as a substantial violation of the City's policies and procedures, or a sustained violation of law, including a finding of

“misconduct” as defined by Florida Statute 443.036(29). Should City terminate this Agreement for cause as defined herein, Clerk shall not be entitled to any further compensation beyond the effective date of such termination other than all accrued leave in paragraph 2. An action item to terminate for cause shall be made at a duly noticed meeting of the full City Commission and shall not be “added on” to any noticed agenda.

2. By City Without Cause. Clerk acknowledges, in the position of City Clerk, she serves at the pleasure of a majority of the City Commission. An action item to terminate without cause shall be made at a duly noticed meeting of the full City Commission and shall not be “added on” to any noticed agenda. In the event a majority vote of the full City Commission terminates this Agreement for any reason, Clerk will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits and salary that would have been earned by Clerk as if still employed under this Agreement for twenty (20) weeks after separation pursuant to F.S. 215.425 including all prospective accruals pursuant to paragraph 2 following the effective date of the separation.

3. By City Clerk for Breach. This Agreement may be terminated by Clerk upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following written of the notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of the written notice from Clerk by City.

4. By Normal Expiration. This Agreement is terminated upon its normal expiration date as stated in Section 3.A.

C. Resignation by City Clerk In the event that Clerk resigns from the position prior to the normal expiration date, she will not be entitled to any payment for any prospective sums provided for beyond her separation date other than accruals that he is entitled to in paragraph 2, up to her last date of employment. Clerk shall tender her resignation letter to the City Manager on behalf of City, which shall be accepted without prejudice and without recourse to any administrative or civil proceedings and the resignation shall be effective as of the date given in the notice.

- 4. Conflict of Interest Prohibition.** Clerk shall not, without the express prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. Clerk shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.
- 5. Base Salary.** The City will pay to Clerk, as and for a base salary, the sum of One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) per annum; the base salary shall increase at the same time and same percentage rate as afforded to City department heads each fiscal year. When Clerk obtains Master Municipal Clerk designation, she is entitled to an Eight Percent (8%) increase in base salary, if obtained within two years of this Agreement. An extension of the two-year timeline may be granted by the City Commission for good cause. Payments shall be made in accordance with the City's standard payroll procedure. A cell phone allowance of \$150.00 per month will be paid on the second pay period of each month.
- 6. Transportation Allowance.** Clerk agrees that she will be responsible for providing her own motor vehicle for transportation within the limits of Monroe County that may be necessary, required, or appropriate in fulfilling her responsibilities and duties under this Agreement. If in the event City assigns additional duties to clerk requiring travel that are not currently outlined in the approved job description, Clerk reserves the right to request an amendment to provide for a Five Hundred Dollar (\$500.00) monthly car allowance. For travel out of Monroe County by motor vehicle, Clerk will be reimbursed by City on a per trip basis at the rate allowed for under Chapter 112, Florida Statutes, or at the rate allowed by any City Ordinance, whichever is greater. For travel outside of Monroe County, mileage shall be calculated as if departure commenced at the Monroe County – Dade County line and return ended at the Monroe County – Dade County line.
- 7. Travel Reimbursement.** City agrees to pay to or reimburse Clerk for the costs of meals, other expenses and lodging incurred by Clerk for travel outside of Monroe County that may be necessary, required, or appropriate in fulfilling Clerk's duties and responsibilities under this Agreement. Meals, other

expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statutes, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

8. City Retirement System. City agrees that Clerk will be a member of the General Employees Retirement Plan of the City. City and Clerk will contribute such amounts at such times in accordance with the City's Policy and Procedures Handbook and Ch. 46 and Article II of the Code of Ordinances.

9. Duties and Responsibilities.

A. General. Clerk will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. Clerk shall also perform such other legally permissible and proper duties and functions as the City Commission assigns from time-to-time. The City Clerk job description adopted by the City Commission on April 4, 2023 by Resolution# 23-090 and attached herein as **Exhibit A** shall serve as a general outline of expectations regarding Clerk.

B. Availability. Clerk will be reasonably available to the Mayor and City Commissioners and key City staff twenty-four (24) hours per day/7 days a week. Such availability will be by telephone or electronic messaging, or in person.

C. Outside Activities. Clerk is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

D. Performance Review. Clerk understands that there shall be an annual performance review of the execution of her job responsibilities. During said reviews, Clerk understands that she will be given defined goals and objectives that City determines are necessary for the proper operation of the City Clerk's Office and in the attainment of the City's policy objectives, provided that they do not conflict with or amend the City Clerk job description. City shall further establish a relative and reasonable priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the

time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, City and Clerk shall mutually agree to abide by all applicable laws. Clerk, City Commissioners and the Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies.

- 10. Professional Development and Memberships.** Clerk shall maintain in good standing membership in The Florida Association of City Clerks, Monroe County Municipal Clerks Association, International Institute of Municipal Clerks. All dues and costs for obtaining and maintaining the memberships delineated above will be paid by the City. Travel and subsistence expenses of the Clerk for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue professional development.
- 11. Personal Leave.** The Parties agree that, as an exempt employee and due to the variety of hours worked and requirements of the position of City Clerk, interference with Clerk's family life is to be expected and it is recognized that Clerk may from time to time absent herself during normal business hours for personal or family time; provided, however, that Clerk remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time, so long as the Comp Time is taken in the same month as it is accrued.
- 12. Indemnification.** The City will defend, hold harmless and indemnify Clerk against any tort, professional liability, or other legal demand, claim, or action which is related directly to Clerk's lawful actions in her capacity as City Clerk.
- 13. Miscellaneous Provisions.** This Agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or

substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neutral as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**IN WITNESS WHEREOF the parties have executed this Agreement on
this _____ day of _____ 2023.**

**TERI JOHNSTON,
MAYOR CITY OF KEY WEST**

Date:

**KERI O'BRIEN,
CITY CLERK**

Date:

ATTEST:

KIYA TABB, SENIOR DEPUTY CITY CLERK