

# CITY OF FORT PIERCE

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, May 14, 2018 - 9:00 a.m.  
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
  - a. Special Presentation on Vacation Rentals
  - b. Lincoln Theater discussion with the MLK Commemorative Committee - Caleta Scott, Lincoln Park Revitalization Coordinator
  - c. Presentation on achievements, current initiatives, & vision for the Information Technology Department.
  - d. Recycling and Waste Reduction Presentation
  - e. Presentation of Infill Redevelopment ideas by Paul Thomas, Building Official and Caleta Scott, Lincoln Park Revitalization Coordinator.
  - f. Annual Evaluation, Nicholas Mimms, City Manager
  - g. Annual Evaluation of James Messer, City Attorney
  - h. Annual Evaluation of Linda W. Cox, City Clerk
5. **City Commission Boards and Committees Updates**
6. **Adjournment**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

**City Commission Conference Agenda**

**4.a.**

**Meeting Date:** 05/14/2018

**Re:** Vacation Rental Presentation

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**SUBJECT:**

Special Presentation on Vacation Rentals

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 03/02/2018

**Reviewed By**

Nick Mimms

**Date**

03/02/2018 12:14 PM

Started On: 01/12/2018 10:00 AM

**City Commission Conference Agenda**

**4.b.**

**Meeting Date:** 05/14/2018

**Re:** Lincoln Theater Discussion

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Lincoln Theater discussion with the MLK Commemorative Committee - Caleta Scott, Lincoln Park Revitalization Coordinator

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**Form Review**

**Inbox**

City Manager

City Manager

Form Started By: Kaitlyn Ballard

Final Approval Date: 05/09/2018

**Reviewed By**

Nick Mimms

Nick Mimms

**Date**

05/09/2018 09:13 AM

05/09/2018 09:14 AM

Started On: 03/27/2018 04:14 PM

**City Commission Conference Agenda**

**4.c.**

**Meeting Date:** 05/14/2018

**Re:**

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**SUBJECT:**

Presentation on achievements, current initiatives, & vision for the Information Technology Department.

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**Form Review**

Form Started By: Linda Cox  
Final Approval Date: 05/10/2018

Started On: 05/10/2018 11:15 AM

**City Commission Conference Agenda**

**4.d.**

**Meeting Date:** 05/14/2018

**Re:** Solid Waste Reduction, Diversion & Recycling Plan

**Submitted For:** Mike Reals, Public Works Manager, Public Works

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**SUBJECT:**

Recycling and Waste Reduction Presentation

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**Attachments**

Recycling Presentation

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**Form Review**

**Inbox**

City Manager

Form Started By: Tysha Williams

Final Approval Date: 05/09/2018

**Reviewed By**

Nick Mimms

**Date**

05/09/2018 09:19 AM

Started On: 05/08/2018 03:49 PM

Tysha Williams, Interim Division Mgr.

Solid Waste Division



# Solid Waste Reduction, Diversion and Recycling



THE SUNRISE CITY  
**FORT PIERCE**  
SOLID WASTE DIVISION  
*Florida*



# Introduction

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- The City of Fort Pierce Solid Waste Division with support from the Communications and Marketing Team is setting sustainability education goals.
- The new plan has a focus of waste reduction to become central to the new educational outreach efforts. To that end, a sister campaign to complement the “DO MORE BLUE – I RECYCLE” campaign has been conceptualized to educate residents on waste reduction in addition to normal recycling practices.
- In order to reach higher diversion levels, the education plan will be used to begin a push to reach a 75% Participation Rate (number of households who recycle as a percent of all those potential households in the City) in the residential recycling curbside collection program by 2020. To help achieve this goal the following will be pursued in 2018 and beyond:



# Essentials for Waste Reduction: 2020

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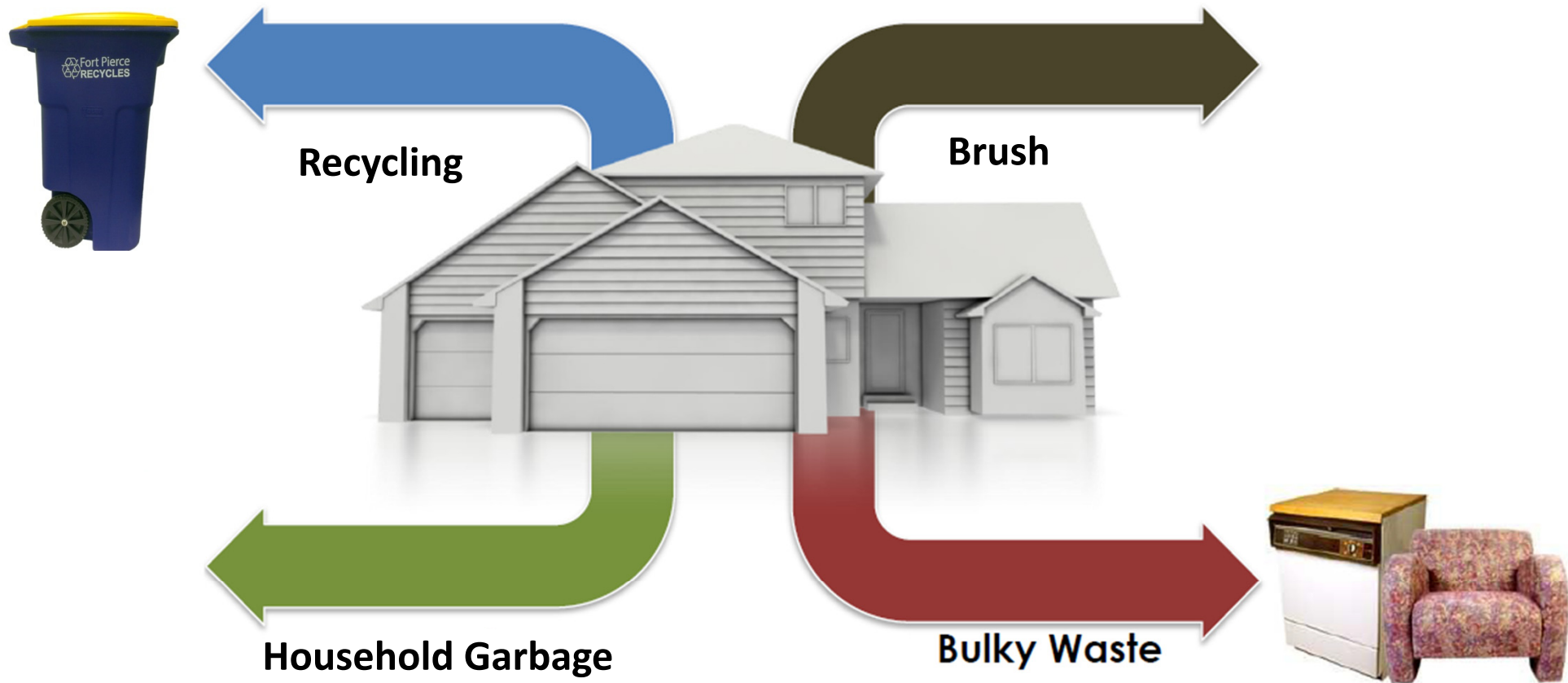
- Staff also realizes that an increase to 75% participation in the residential and multi-family recycling program will have to coincide with the expansion of fleet and personnel to perform collection since the current fleet and personnel levels are at capacity within a growing city.

**Long-term Commitment – It's a Journey!**



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**FORT PIERCE**  
SOLID WASTE DIVISION  
*Florida*

# Current Annual Household Waste Stream



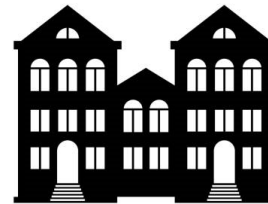
# Recycling & Resource Recovery Plan

- Sets policy and strategic priorities for City to achieve long-term recycling goals
- Plan establishes goals for:

Single-family  
Residential Recycling



Multi-family  
Residential Recycling



# 2020 Recycling Goals

	GOAL	CURRENT STATUS
Single Family	Recycle or divert 60% of single-family residential waste by 2020	31% recycling rate in FY 2013, over halfway to 2020 goal
Multi-Family	Ensure all single-family and multi-family residents have access to convenient recycling	Ordinance passed in 2016; offers multi-family properties recycling services.  *Propose ordinance that <b>require</b> multi-family complexes to provide recycling to their residents.
Commercial	Consider recycling opportunities for businesses	N/A



# Progress...

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How we have done...



THE SUNRISE CITY

**FORT PIERCE**

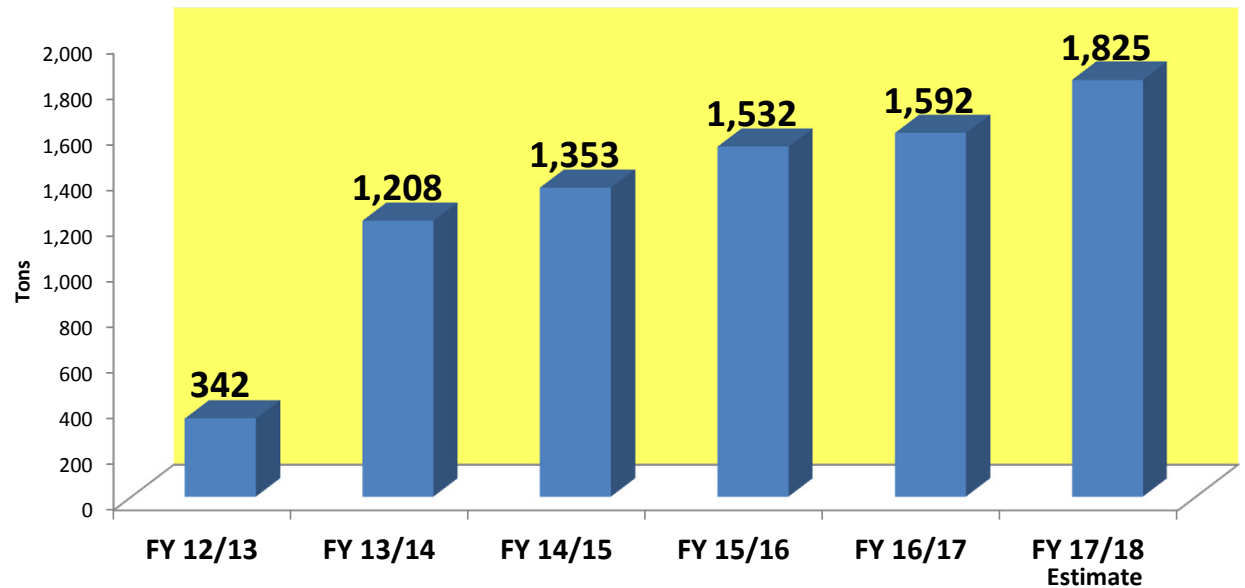
SOLID WASTE DIVISION

*Florida*

# Residential Recycling Rate

- Increased recycling tonnage by **95%**
- Increase pace to reach 75% recycling goal by 2020

History of Residential Recycling Tonnage



# Learned Lessons

- Cultural Differences Require Different Approaches
- Customer Education – Varied Needs
- Container Labeling – Visual Graphics – Do's/Don'ts



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SOLID WASTE DIVISION

*Florida*

# Extensive Public Education/Awareness

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## Promote “DO MORE BLUE - I Recycle” campaign

- Television Commercials
- Internet and Social Media Outlets
- Public Use Containers
- Special event Containers
- Radio Ads
- Brochures

## Implement outreach to local schools



# PUBLIC SPACE RECYCLING CONTAINERS

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Place public space recycling containers in the public parks and utilize the advertising space on the containers for education outreach efforts.



# How do we get there....

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- Develop fresh graphics for marketing materials and PSA's that highlight and promote Waste Reduction
- Create messaging information specific about what can be recycled.
- Create incentives for targeted competitions through social media
- Increase social media posts to monthly
- Develop pledge drive to encourage participation
- DO MORE BLUE commercials shown through contracts with Comcast Cable



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# Incentives and Rewards

Annual “Do More Blue – I Recycle” Awards Recognition



THE SUNRISE CITY

**FORT PIERCE**

SOLID WASTE DIVISION

*Florida*

# Are you **RECYCLING RIGHT?**

**DO MORE BLUE & WIN!**

**RECYCLE CORRECTLY FOR A CHANCE TO WIN \$100**

Paper • Tin • Glass • Plastic  
Aluminum • Cardboard • Magazines

[www.cityoffortpierce.com](http://www.cityoffortpierce.com)



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*Florida*



# 2015 Recycling Initiative



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SOLID WASTE DIVISION  
*Florida*

*Reduce Reuse Recycle For A Cleaner, Greener Fort Pierce*

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Fort Pierce  
**RECYCLES**  
City of Fort Pierce Solid Waste



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**FORT PIERCE**  
SOLID WASTE DIVISION  
*Florida*

Happy Recycling Fort Pierce

# SOLID WASTE REDUCTION, DIVERSION AND RECYCLING PLAN

## PROJECT GOALS:

Establish a clear course of actionable steps for improving recycling in Fort Pierce, including benchmarking and measuring progress, providing education and technical assistance for communities, ensuring widespread and convenient access to recycling, and creating a sustained commitment to success.

*The more materials that are diverted to recycling, the less garbage is generated for disposal.*

- Advance waste reduction efforts.
- Reduce solid waste disposal cost.
- Strengthen relationships between the community and Fort Pierce Solid Waste
- Expand recycling education outreach (Engagement and participation among households)

## Education and Outreach outlets:

Television Commercials	Public Use Containers	Radio Ads
Internet and Social Media	Special event Containers	Brochures

## SUSTAINABILITY EDUCATION GOALS

1. Develop fresh recycling marketing materials that highlight and promote Waste Reduction "DO MORE BLUE - I Recycle" campaign slogan.
2. Create incentives for targeted competitions through social media
3. Create brochure with waste reduction and diversion goals and educational information that will be distributed with each recycling cart. In addition, completely rework program brochures, highlighting the different services provided by Solid Waste.
4. Redesign Recycling Tags to provide positive messages for residents with service issues
5. Increase social media posts
6. Develop pledge drive to encourage participation

## PUBLIC SPACE RECYCLING CONTAINERS

- Begin efforts to place public space recycling containers in public parks and utilize the advertising space on the containers for educational outreach efforts.

## MULTI-FAMILY OUTREACH

- Ensure all single-family and multi-family residents have access to convenient recycling

## PUBLIC SCHOOLS

- Implement outreach to local schools (targeted education campaign for students)

## **SPECIAL EVENTS**

Education outreach efforts will focus around these dates and other city events.

- Earth Day - April
- Keep Fort Pierce Beautiful - May
- National Reuse Day - October
- America Recycles Day - November
- Farmers Market

**City Commission Conference Agenda**

**4.e.**

**Meeting Date:** 05/14/2018

**Re:** Infill Redevelopment Presentation

**Submitted For:** Paul Thomas, Building Official, Building

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**SUBJECT:**

Presentation of Infill Redevelopment ideas by Paul Thomas, Building Official and Caleta Scott, Lincoln Park Revitalization Coordinator.

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**Attachments**

Infill Redevelopment Presentation  
Parcels with Liens Map

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Building	Paul Thomas	05/08/2018 05:09 PM
City Manager	Shaun Coss	05/09/2018 09:21 AM
Building	Paul Thomas	05/09/2018 09:35 AM
City Manager	Nick Mimms	05/10/2018 08:56 AM
Form Started By: Shaun Coss		Started On: 05/08/2018 01:10 PM
Final Approval Date: 05/10/2018		



THE SUNRISE CITY  
**FORT PIERCE**  
BUILDING DEPARTMENT *Florida*

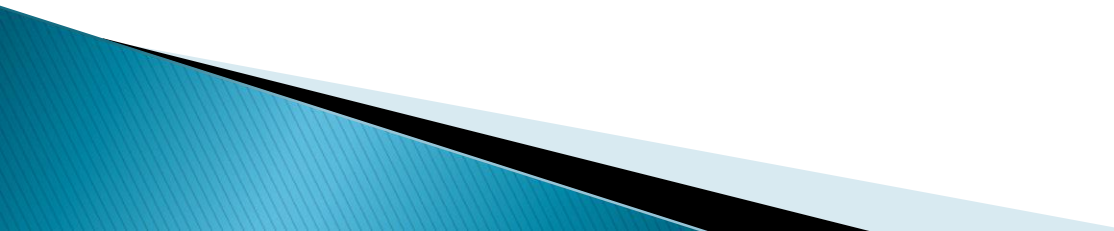


# Infill Redevelopment

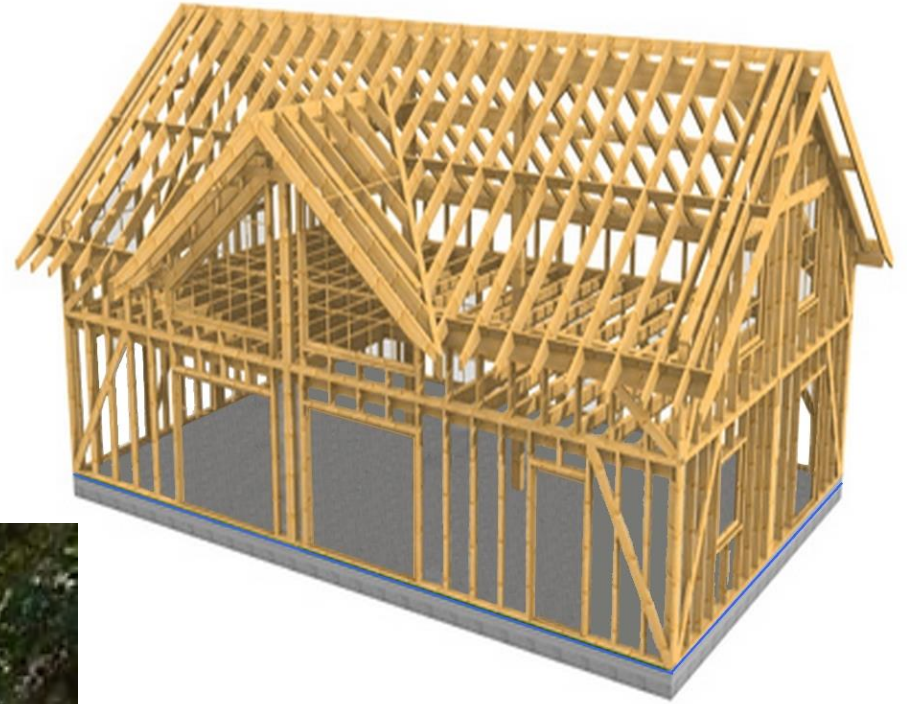
A Presentation to the City Commission  
May 14, 2018

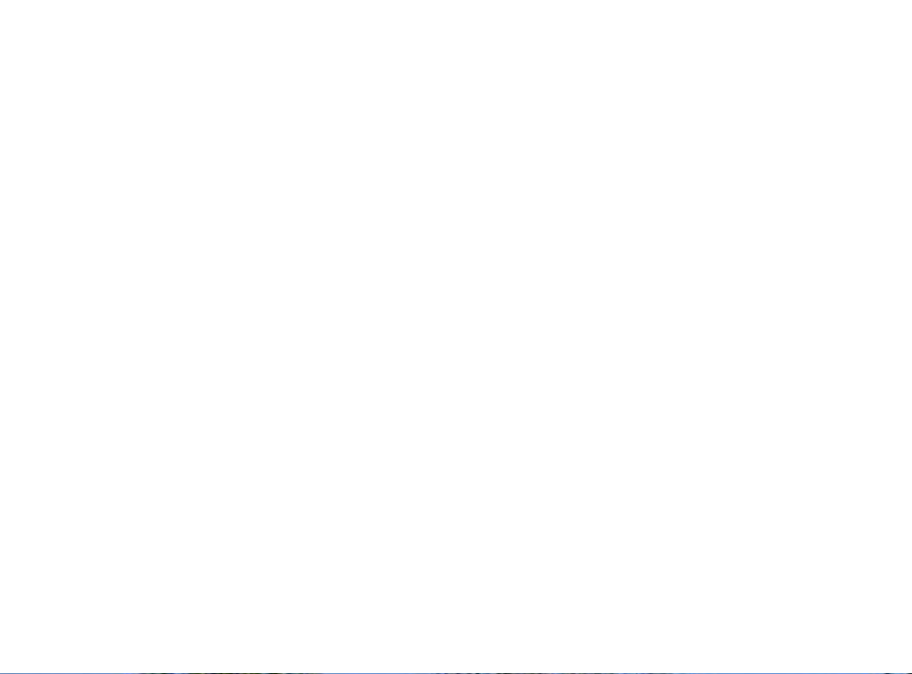
# Strategic Plan– Goal 4 Beautify our Community

## Action: Infill Redevelopment

- ▶ Construct new housing in existing neighborhoods to beautify our community and increase the number of residents.
  - ▶ Affordable housing option
  - ▶ Market Rate housing option
- 

# Construction Methods









**MESOCORE DESIGN CRITERIA**

MESOCORE IS A HYBRID DESIGN (partly built in the factory, the remainder built on site) which transports all materials in the container, with the exception of concrete for foundation. It is designed to meet 180mph HVHZ winds in Climate zones of Tropical, Zone 1 and Zone 2.

OCCUPANCY GROUP: R3  
 CONSTRUCTION TYPE: VB  
 WIND SPEED 180MPH  
*Impact windows available to meet 180 mph exposure C (for exposure D (exposed to open water) contact factory. Designed and approved for HVHZ)*

ROOF LIVE LOAD 30 PSF  
 ROOF DEAD LOAD 15 PSF

by Terrence Lunn, structural engineer,  
 terry@telunnepe.com

**ENERGY CONSERVATION MODELLING**

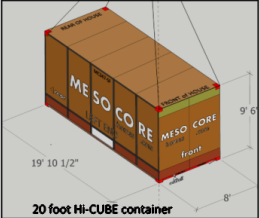
by Larry Clark, energy consultant,  
 sustain.florida.com

**DRAWING INDEX**

- MESOCORE RESIDENTIAL STRUCTURES ARE AVAILABLE IN:**
- SF SINGLE FAMILY HOUSE
  - DX SIDE BY SIDE or FRONT TO BACK DUPLEX UNITS
  - RX RESORT STYLE SIDE BY SIDE DUPLEX
- NOTE: Duplex units share some mechanical systems as well as integral physical components and spaces such as cistern, plumbing pipes and chases.*
- C1 COVER SHEET
  - F1 FOUNDATION PLAN
  - S1 SINGLE FAMILY STRUCTURAL PLAN
  - S2 SF STRUCTURAL ELEVATIONS

**APPROVALS and LISTINGS**

RADCO a third party QC and evaluation firm approved by the State of Florida ABS, American Bureau of Shipping for international approval of Mesocore Container for worldwide intermodal shipping.



**COMPLIANCE**

*NOTE: Mesocore units are sold throughout the world and meet a wide variety of codes, rules and regulations. Local jurisdictions interpret and enforce such rules in different degrees. Mesocore cannot guarantee that all designs meet such codes and regulations in any particular local. It is ultimately the responsibility of the owner to have competent review of the project, including the selected Mesocore model with equipment for compliance with all local codes, regulations and zoning.*

**GOVERNING CODES AND STANDARDS**

*Local building departments review plans, details and specifications for selected model for compliance with applicable codes.*

FLORIDA MANUFACTURED BUILDING ACT AND RULES  
 6th EDITION FLORIDA BUILDING CODE  
 6th EDITION FLORIDA MECHANICAL CODE  
 6th EDITION FLORIDA PLUMBING CODE  
 6th EDITION FLORIDA FIRE PREVENTION CODE  
 6th EDITION FLORIDA ENERGY CONSERVATION CODE  
 INTERNATIONAL BUILDING CODE  
 NATIONAL FIRE PROTECTION CODE

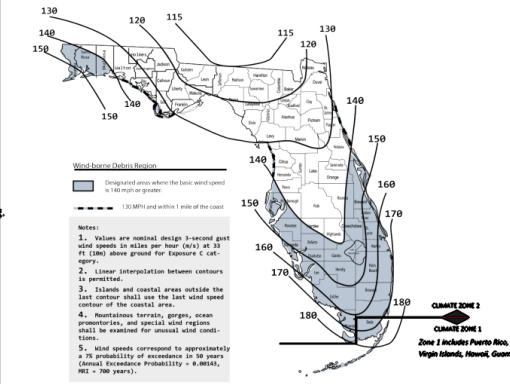


Figure 1609A Wind-Borne Debris Region, Category II and III Buildings and Structures except Wind and Climate from International Building Code


COVER-ONE FAM & DUPLEX

MESOCORE SOLAR HOMES

C1

# Affordable vs. Market Rate Housing

Affordable Housing differs from market rate housing in two ways:

- ▶ The income of the family living in the housing.
  - ▶ The financing of the housing.
    - Affordable housing uses government subsidies for construction costs in addition to its conventional financing.
  - ▶ Affordable Housing is not low-income or section 8 housing.
- 

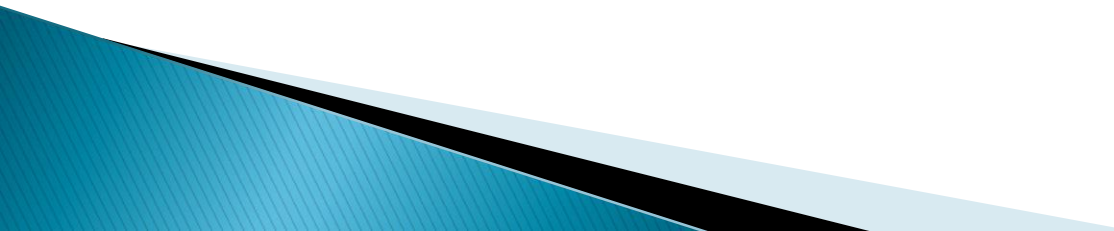
# Affordable Housing Option

- ▶ Establish a Community Land Trust (CLT):
  - Nonprofit organization in partnership with the City.
  - Appoint a Board of Directors comprised of community residents, public and private community stakeholders.
    - Tasked with the oversight of the program;
    - Tasked with establishing the means to permanently preserve the quality and affordability of infilled housing.


# Selection of Land

- ▶ City staff will identify parcels of land eligible for acquisition to donate to the CLT.
  - A manageable amount of properties will be selected as to not create a burden on the City or CLT.
  - Priority will be given to identified properties within close proximity of each other to create an impactful visual improvement.

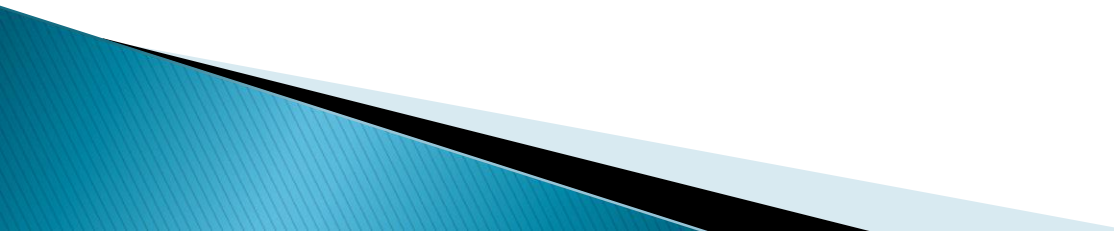
# Land Acquisition

- ▶ Funds must be appropriated for the foreclosure of properties and transfer to the CLT upon forgiveness of liens.
  - ▶ The CLT legally separates ownership of the homes from the land.
  - ▶ The CLT will be responsible for property upkeep until the homes have been developed and sold.
- 

# Homebuyers

- ▶ Homebuyers purchase only the house and enter into a long term lease agreement for the land.
  - ▶ Long term land lease makes the home more affordable.
  - ▶ Land lease restricts who the house can be sold to and provides a resale formula to protect permanent affordability.
- 

# Market Rate Housing Option

- ▶ City staff will identify parcels of land eligible for foreclosure.
  - ▶ Upon acquisition, liens must be forgiven.
  - ▶ The land will be donated to developers or private land owners for redevelopment.
- 

# LEGEND

## CONDEMNATIONS

Active Condemnations

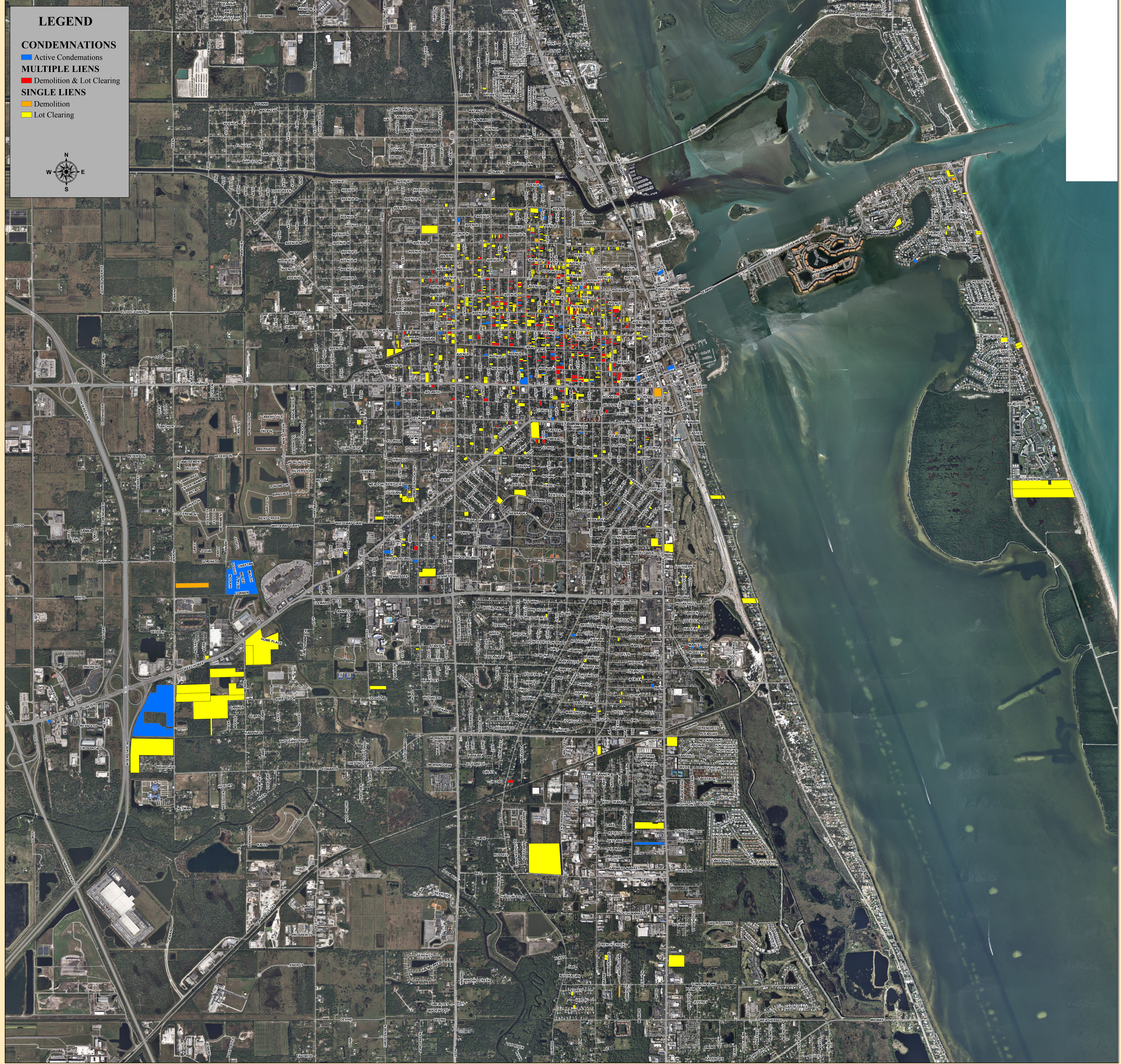
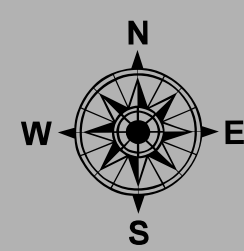
## MULTIPLE LIENS

Demolition & Lot Clearing

## SINGLE LIENS

Demolition

Lot Clearing



This map is a conceptual tool utilized for project development only. Through the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft. Pierce in fulfillment of a public records request is provided AS IS without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey.

# CITY OF FT PIERCE PROPERTY/BUILDING LIENS MAP

City of Ft. Pierce  
Building Department  
April 2018

**City Commission Conference Agenda**

**4.f.**

**Meeting Date:** 05/14/2018

**Re:** Mimms Evaluation

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**SUBJECT:**

Annual Evaluation, Nicholas Mimms, City Manager

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**Attachments**

Contract

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 05/09/2018

**Reviewed By**

Nick Mimms

**Date**

05/09/2018 09:13 AM

Started On: 04/23/2018 10:23 AM

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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MEMORANDUM

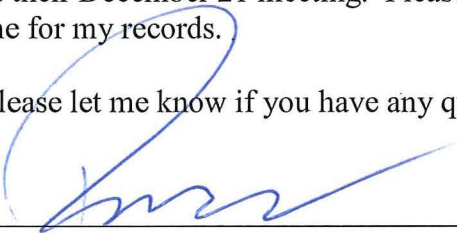
**TO:** Nicholas Mimms, City Manager  
**FROM:** Robert V. Schwerer, City Attorney  
**SUBJECT:** City Manager Employment Agreement  
**DATE:** December 18, 2015

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RECEIVED  
TIME \_\_\_\_\_  
DEC 18 2015  
CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

Attached is the original of the City Manager Employment Agreement approved as to form and correctness by this office. The agreement is anticipated to be approved by the City Commission at their December 21 meeting. Please have the same executed by the Mayor and return a copy to me for my records.

Please let me know if you have any questions.



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Robert V. Schwerer, Esq.  
City Attorney

/mlp  
Attachment

# **CITY OF FORT PIERCE, FLORIDA**

**NICHOLAS MIMMS  
CITY MANAGER**

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into effective December 7, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

**WHEREAS, CITY** desires to secure the services of **MIMMS** as City Manager for a minimum of three (3) years from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

**WHEREAS, CITY** and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

**NOW, THEREFORE,** in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

**1. Employment.**

**MIMMS** will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the initial term of three (3) years, commencing December 7, 2015 (the "Effective Date"), through December 6, 2018. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

**MIMMS** shall devote all of his time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances,

Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Manager

Conference Agenda in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

(a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

(c) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.

(e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(f) Retirement benefits as currently provided to **MIMMS** as a City employee

5. **Termination.**

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or

(c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be

obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. **Attendance at Meetings.**

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. **Best Efforts of Employee.**

**MIMMS** agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **MIMMS** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. **Residency.**

**MIMMS** shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. **Employee At-Will.**

**MIMMS** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. **Liability Claims.**

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. **Voluntary Resignation.**

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the **CITY** be liable to pay severance if **MIMMS** resigns.

14. **General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**CITY OF FORT PIERCE, FLORIDA**

By: \_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk

**EMPLOYEE:**

\_\_\_\_\_  
Nicholas Mimms

Approved as to Form and Correctness  
for Use by the City of Fort Pierce:

  
\_\_\_\_\_  
Robert V. Schwerer, Esq.  
City Attorney

**City Commission Conference Agenda**

**4.g.**

**Meeting Date:** 05/14/2018

**Re:** Messer Evaluation

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**SUBJECT:**

Annual Evaluation of James Messer, City Attorney

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**Attachments**

Contract

2018 Report

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 05/09/2018

**Reviewed By**

Nick Mimms

**Date**

05/09/2018 09:13 AM

Started On: 04/23/2018 10:22 AM

**CITY OF FORT PIERCE, FLORIDA**

**JAMES M. MESSER  
CITY ATTORNEY**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this 21<sup>ST</sup> day of ~~April~~<sup>March</sup>, 2016, with an effective date of April 25, 2016, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **JAMES M. MESSER**, hereafter referred to as "**MESSER**".

**WHEREAS, CITY** desires to secure the legal representation of **MESSER** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **MESSER** desires to accept such position; and

**WHEREAS, CITY** and **MESSER** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MESSER** has agreed.

**NOW, THEREFORE,** in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MESSER** agree with each other as follows:

**1. Employment.**

**CITY** employs **MESSER** to perform the duties of City Attorney as specified in the City Charter. **MESSER** will render full time legal services to **CITY** in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing April 25, 2016 (the "Effective Date"), through April 24, 2019. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **MESSER** agrees to report for work, and the duties and employment of **MESSER** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **MESSER** resigns.

**MESSER** shall devote all of his time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **MESSER** warrants and agrees to maintain his Florida license to practice law in good standing without limitation throughout the term of this Agreement. **MESSER** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Attorney, including, but not limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **MESSER** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **MESSER** makes formal application for full-time employment elsewhere while serving as City Attorney, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Attorney, **CITY** agrees to pay **MESSER** an annual base salary of **ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$165,000.00)** per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MESSER's** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MESSER's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MESSER's** performance as City Attorney. Annual performance evaluations shall occur during the

calendar month of June of each year following the first year of employment, and the matter of the performance evaluation shall be agendaed by the City Attorney to be discussed by the City Commission in June of each year of this Agreement. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MESSER**.

Should it be determined that **MESSER** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MESSER's** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **MESSER** with the following benefits:

(a) **MESSER** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **MESSER's** continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for **MESSER's** continued professional participation, growth, and advancement, and for the good of the **CITY**.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees; provided, however, if

**MESSER** elects not to participate as a member under the **CITY's** retirement plan, the **CITY** shall contribute a sum to his current plan (or other plan designed by **MESSER**) equal to the same percentage contribution, up to the maximum allowed by law, as the **CITY** would have contributed to **MESSER's** retirement under the **CITY's** plan.

5. **Relocation Expenses.**

The **CITY** will pay **MESSER** an amount not to exceed \$3,000.00 for the expenses of moving **MESSER, MESSER's** family, and **MESSER's** personal property from **MESSER's** current residence to the **CITY**, including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move.

6. **Termination.**

At all times during the term of this Agreement, **MESSER** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MESSER** as City Attorney, **MESSER** shall have the right to declare that such amendments constitute termination; or

(c) If **MESSER** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

7. **Severance.**

Except as provided in this Agreement, severance will be paid to **MESSER** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights,

duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MESSER** his then annual base salary for Ninety (90) consecutive days thereafter, and the **CITY** shall also maintain **MESSER's** life insurance and major medical insurance coverage paid up and in effect during such period. **MESSER** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MESSER** shall not be required to perform any duties for the **CITY** or come to the **CITY**.

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **MESSER** any severance in the event **MESSER** is terminated for cause. For purposes of this Agreement "For Cause" shall be defined as any of the following actions by **MESSER**:

- (a) Conviction of a felony or any misdemeanor involving moral turpitude;
- (b) Commission of any act of fraud involving or affecting the **CITY** or the public;
- (c) Willful failure to perform the duties of City Attorney, or material breach by **MESSER** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;
- (d) Incompetence or negligence in the performance of official duties;
- (e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;
- (f) Violation of Florida's Code of Ethics;
- (g) Loss or suspension of license to practice law;
- (h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or
- (i) Breach of this contract.

8. **Outside Activities.**

The employment provided for by this Agreement shall be **MESSER's** primary

employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **MESSER** and the community, **MESSER** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **MESSER's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY**.

9. **Best Efforts of Employee.**

**MESSER** agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **MESSER** further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

10. **Disability.**

If **MESSER** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 7. However, **MESSER** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

11. **Residency.**

**MESSER** shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Attorney.

12. **Employee At-Will.**

**MESSER** is an employee-at-will and works at the pleasure of the **CITY** who may, at

any time and without showing cause, terminate this Employment Agreement.

13. **Liability Claims.**

The **CITY** shall defend and save harmless **MESSER**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MESSER's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MESSER's** employment or services or for claims for punitive damages. In the event that the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **MESSER** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY** for **MESSER** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **MESSER**, any settlement of any claim against **MESSER** may not be made without prior approval of the **CITY**. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MESSER's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MESSER** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

14. **Voluntary Resignation.**

In the event **MESSER** voluntarily resigns his position with the **CITY**, **MESSER** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 6(c) above, **MESSER** shall not be entitled to nor shall the **CITY** be liable to pay severance if **MESSER** voluntarily resigns.

15. **General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MESSER**, his administrators, executors, legatees, heirs, and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on

the day and year first above written.

**CITY OF FORT PIERCE, FLORIDA**

**BY:** Linda Hudson  
Linda Hudson, Mayor

**ATTEST:**

Linda W. Cox  
Linda Cox, City Clerk

**EMPLOYEE:**

James M. Messer 3/17/2016  
James M. Messer

**Approved as to Form and Correctness**

Robert V. Schwerer  
Robert V. Schwerer, City Attorney



## 2018 City Attorney's Report

May 8, 2018

Dear Honorable Mayor and Members of the City Commission:

As I complete my second year as your City Attorney, I am pleased to inform you that the office continues to ensure that the City has competent, professional representation. This letter highlights just a small part of the daily activities of the office.

Part and parcel of that representation is the continued effort to encourage and integrate the Departments into the legal process. My goal is to achieve a result that reflects the collective wisdom of the organization.

To that end, I am pleased to report the six figure settlement of a code enforcement violation case, City of Fort Pierce v. Fort Pierce Petroleum LLC. That settlement would not have been possible without the cooperation and input of several Departments: Code Enforcement, Planning, Engineering and Building.

We also concluded the first limited Charter review of the relationship between the City and the FPUA. The Charter Review Commission conducted a six month study of the relationship. Key to their conclusions was the recommendation that both entities coordinate their strategic efforts in order to move the City forward, as well as the resolution of a longstanding issue regarding proportionate FPUA membership from the two Districts.

The office also successfully brought to closure Terry Ragin v. City, a civil service appeal which had been pending for three years.

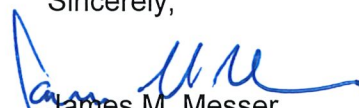
The daily work of the office, including land use, ordinances, municipal law, consultations with the Departments, representation of boards, labor and employment arbitrations and legal research, continues unabated.

To ensure that your attorneys are up to date on the latest legal and legislative developments, this office not only attends the annual Municipal Attorneys Seminar but is an active participant. For the first time in the history of the Fort Pierce City Attorney's office, one of your attorneys has been invited to address the group.

In summary, I would report that the City has a sound, competent legal department that continues to provide top level legal services to both the Commission and the Departments.

Thank you for the continued opportunity to serve.

Sincerely,

  
James M. Messer  
City Attorney

cc: Nicholas C. Mimms, P.E., City Manager  
Linda Cox, City Clerk

**City Commission Conference Agenda**

**4.h.**

**Meeting Date:** 05/14/2018

**Re:** City Clerk Evaluation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Annual Evaluation of Linda W. Cox, City Clerk

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**Attachments**

Memo

Contract

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 05/09/2018

**Reviewed By**

Nick Mimms

**Date**

05/09/2018 09:13 AM

Started On: 04/23/2018 10:19 AM



TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk *LWC*

RE : Performance Evaluation

DATE : May 14, 2018

The City Clerk's Office has experienced several staff changes during 2017. Ms. Katerri Johnson accepted the position of City Clerk for Delray Beach in May, 2017 and Ms. Caleta Scott received a promotion to serve the city as the Lincoln Park Revitalization Coordinator. While we experienced lots of change this past year, the City Clerk's Office successfully remained committed to and delivered a high level of prompt, customer service.

As previously reported, Miriam Garcia obtained her Certified Business Tax Official designation and is beginning her CMC certification process in October. Noemi Rios is starting her certification process for business tax official later this month and Jucelyne Seranno will commence her records management certification in the fall.

The following goals remain a high priority for our office; however the implementation is dependent on factors outside of our control. We continue to work with the other city departments to insure that these goals are met.

1. Expansion of "Click to Gov" for online renewal, application, verification and payment of business tax receipts.
2. All ordinances, resolutions and minutes searchable on-line through public portal dating back to 1901.
3. On-line, searchable public access to active business tax receipts and contractor licensing.

Our office continues to evaluate our performance and look for ways in which we can improve efficiency, adhere to best practices and meet the goals and objectives established by the City Commission.

**CITY OF FORT PIERCE, FLORIDA**

**LINDA W. COX  
CITY CLERK**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into this 4<sup>th</sup> day of September 2013, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to “**CITY**” and **LINDA W. COX**, hereafter referred to as “**COX**”.

**WHEREAS**, **CITY** desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

**WHEREAS**, **CITY** and **COX** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **COX** has agreed.

**NOW, THEREFORE**, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **COX** agree with each other as follows:

**1. Employment.**

**COX** will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing October 1, 2013 (the “Effective Date”), through September 30 2016. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **COX** agrees to sever ties with her existing employer, and report for work, and the duties and employment of **COX** as City Clerk shall commence the Effective Date.

**COX** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** per annum, payable in bi-weekly installments.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of April of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

**4. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

(a) **COX** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

**5. Termination.**

At all times during the term of this Agreement, **COX** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **COX** as City Clerk, **COX** shall have the right to declare that such amendments constitute termination; or

(c) If **COX** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

**6. Severance.**

Except as provided in this Agreement, severance will be paid to **COX** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **COX** her then annual base salary for four (4) consecutive weeks thereafter, and the **CITY** shall also maintain **COX's** life insurance and major medical insurance coverage paid up and in effect during such period. **COX** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **COX** shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event **COX** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by **COX** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

**7. Best Efforts of Employee.**

**COX** agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **COX** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

**8. Disability.**

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, COX shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

**9. Residency.**

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, COX shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

**10. Employee At-Will.**

COX is an employee-at-will and works at the pleasure of the CITY who may, at any time and without showing cause, terminate this Employment Agreement.

**11. Liability Claims.**

The CITY shall defend and save harmless COX, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of COX's duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of COX's employment or services or for claims for punitive damages. The CITY will have the authority to compromise and settle any such claim or suit within the scope of COX's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the CITY and COX shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

**12. Voluntary Resignation.**

In the event COX voluntarily resigns her position with the CITY, COX shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **COX** shall not be entitled to nor shall the **CITY** be liable to pay severance if **COX** resigns.

**13. General Provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.


(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

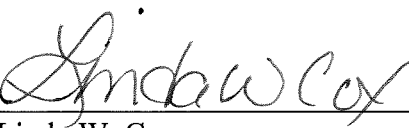
**CITY OF FORT PIERCE, FLORIDA**

By:   
Linda Hudson, Mayor

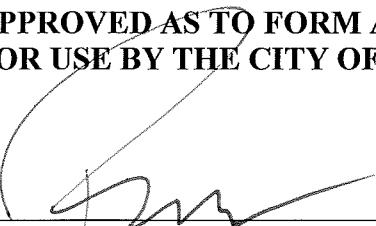
**ATTEST:**

  
Anne Satterlee, Interim City Clerk

**EMPLOYEE:**

By:   
Linda W. Cox

**APPROVED AS TO FORM AND CORRECTNESS  
FOR USE BY THE CITY OF FORT PIERCE:**

  
Robert V. Schwerer, Esq.  
City Attorney