

AGENDA
KEYSTONE HEIGHTS CITY COUNCIL POSITION DESCRIPTION WORKSHOP
555 S. Lawrence Blvd., Keystone Heights, Florida
Wednesday, October 02, 2024 6:00 PM

ANYONE WISHING TO ADDRESS THE CITY COUNCIL REGARDING ANY TOPIC ON THIS EVENING'S AGENDA IS REQUESTED TO COMPLETE A CARD AND RETURN TO THE CITY MANAGER. SPEAKERS ARE RESPECTFULLY REQUIRED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES.
THE CITY COUNCIL PROHIBITS THE USE OF CELL PHONES AND PAGERS WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE OR HEALTH CARE PROVIDERS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

"Please turn off cell phones"

Roll Call: City Clerk – Stephanie Silva

Present:

Absent:

Topics of Discussion: Position Description

1. City Manager
 - a. Current Contract
 - b. Current Job Description
2. City Clerk
 - a. Current Contract
 - b. Current Job Description

**CITY OF KEYSTONE HEIGHTS
AND
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Keystone Heights, a Florida municipality (hereinafter referred to as "City"), and Charles E. Van Zant, Jr. (hereinafter referred to by name or as "Manager").

WITNESSETH

WHEREAS, the City desires to employ Charles E. Van Zant, Jr. as City Manager of the City of Keystone Heights, Florida; and

WHEREAS, the City, through its Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Charles E. Van Zant, Jr. desires to accept employment as City Manager of the City of Keystone Heights under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The City of Keystone Heights hereby employs and appoints Charles E. Van Zant, Jr. as its City Manager, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign.

B. This Agreement relating to the City's employment of Charles E. Van Zant, Jr. as City Manager shall be effective January 11th, 2024. This Agreement shall remain in effect for a period of three (3) years and shall be continued automatically on a year to year basis unless amended or terminated by the City or by the City Manager as provided herein.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of \$80,000. The salary shall be modified automatically on October 1st of each subsequent year of this Agreement, at a rate between 0% - 3% as a cost of living adjustment, but shall not be decreased in the event of deflation, based upon the Consumer Price Index for All Urban Consumers (CPI-U), all items, from the Bureau of Labor Statistics. The salary shall be payable in installments at the same time as other City employees are paid.

The City Manager is required to be on call for twenty-four (24) hour service. In recognition thereof, the City shall grant to the City Manager an automobile allowance of \$250 per month, to be used to purchase, lease, or own, operate, insure and maintain a personal vehicle. The City Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Similarly, the City shall provide the City Manager with a cellular telephone at the City's expense.

B. The City may also increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the Council may determine desirable.

C. Nothing in this Section shall require the City to increase the base salary or other benefits of the Manager. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Keystone Heights. The Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Manager may, however, engage in educational, professional and consulting activities and other employment activities provided that such activities shall not interfere with or conflict with his primary obligation to the City as its Manager. The Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event the Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, and in the event any monies are paid, or gifts received, by the Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the Council.

Section 4. Dues and Subscriptions

The City agrees to pay the Manager's professional dues for membership in the International City/County Management Association, and the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of the Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the Council.

Section 5. Professional Development

Pursuant to this Agreement and on or before June 1, 2024, the Manager agrees to begin the process of becoming a Credentialed Manager through the International City / County Management Association. The City shall pay the costs and expenses related to the Manager obtaining the certification.

The City may choose to pay for the Manager's attendance at seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 6. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations and encourages the Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 7. Vacation and Sick Leave

For so long as the Manager is employed by the City, the Manager shall earn vacation leave and sick leave on the same basis that such leave is provided to the employees of the City.

Section 8. Holidays

The Manager is entitled to the same paid holidays as the employees of the City.

Section 9. Health Insurance

In consideration for a greater base salary as detailed in Section 2.A., the Manager agrees not to participate in the City provided health insurance plan.

Section 10. Retirement.

For so long as the Manager is employed by the City, the City agrees to contribute on behalf of Charles E. Van Zant, Jr., to be remitted in equal payments over twenty-six (26) pay periods, an amount equal to five percent (5%) of the Manager's salary to an appropriate retirement program. The City's contribution shall not exceed the limits established by federal statute and/or regulation.

Section 11. Termination by the City and Severance Pay

A. The Manager shall serve at the pleasure of the Council, and the Council may terminate this Agreement and the Manager's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire Council (three members) vote to terminate the services of the Manager "without cause," then within ten (10) business days following such vote, the Council shall cause the Manager to be paid any accrued and unpaid salary and benefits

earned (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting City business prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Manager's employment, the Council shall cause the Manager to be paid a lump sum severance pay equal to ten (10) weeks of his base salary as full and complete payment and satisfaction of any claims of the Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. In the event the Manager is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. Any fraudulent act against the interest of the City.
6. Any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

Section 12. Termination by the City Manager

The Manager may terminate this Agreement at any time by delivering to the Council a written notice of termination not less than ninety (90) days prior to the effective date of the termination. If the Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Manager voluntarily resigns pursuant to this Section, the City shall pay to the Manager all accrued compensation due the Manager up to the Manager's

final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Manager pursuant to this Agreement.

Section 13. Disability

If the Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Subject to the limitations set forth in Section 768.28, Florida Statutes, and without waiving the sovereign immunity of the City, the City shall defend, hold harmless, and indemnify the Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action committed by the Manager within the scope of his employment hereunder, provided that the Manager timely reports the same to the Council and cooperates fully and honestly in the City's defense thereof. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by the Manager if required by law. The provisions of this section shall not apply to any claim, demand, suit or cause brought or asserted against the Manager for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property or civil rights. In such instance, the Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity with the City as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 15. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 16. Code of Ethics

Inasmuch as the City Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

Section 17. Attorney's Fees and Costs

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Section 18. 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 by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. 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.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in Clay County, Florida.

E. Upon the Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

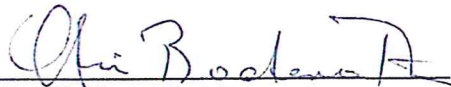
F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

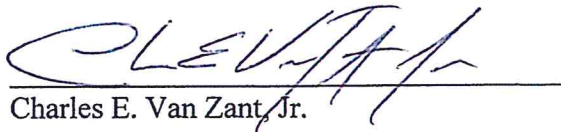
H. The effective date of this Agreement shall be January 11th, 2024.

Executed by the CITY after an affirmative vote of the City Council on this 10 day of January 2024.

CITY OF KEYSTONE HEIGHTS, FLORIDA

By: 
Nina Rodenroth, Mayor

Executed by the CITY MANAGER this 10 day of January 2024.


Charles E. Van Zant, Jr.

City Manager Position

Job Status: Closed - no longer accepting applications

Job Closing Date: Saturday, December 16, 2023 - 12:00am

[Back to Job Openings](#) ^[1]

City Manager

Salary Range: \$65,000 - \$90,000 annually

Qualifications and Job Description

How to apply.

- Submit application with resume to rutkowski@keystoneheights.us ^[2] SUBJECT City Manager Position
- Submit application with resume in person to Keystone Heights City Hall
- Mail application with resume to PO Box 420 Keystone Heights FL 32656 ATTN: City Manager Position
- All applications/resumes must be received by end of day on Friday, December 15, 2023

General Purpose

Perform high level administrative, technical and professional work in directing and supervising the administration of City government, both day-to-day and long range operations as well as the planning and carrying out of those activities. Responsible for the administration and implementation of policy and law as adopted by the City Council. The qualifications set out in this document are aspirational and the City Council may waive or amend qualifications if a candidate for the position is otherwise qualified in the judgment of the Council.

Education and Experience

Preferably, a bachelor's degree is in business administration/accounting/public administration/related field or equivalent experience in government or the military. A qualified applicant will be preferred if the candidate has had ~~must have~~ experience in local government administration, including financial management, budget preparation and downtown redevelopment. Florida experience preferred. A minimum of five years of public, corporate, or military administration experience is required, within the past seven years preferred. Past local government experience of individual must show performance in areas that include government accounting, budgeting and finance, human resource management, information technology, risk management, grants procurement and administration, economic development strategies, Community Redevelopment Agencies (CRAs), understanding of state laws, and other related matters including land use planning, zoning regulations, engineering, public works and emergency management. Prior Florida government preferred.

Skills and Past Performance

Administrative ability. Must have demonstrated performance in human resources and/or collective bargaining for a community having not less than 5 employees. Good communication skills are a must, including the ability to listen, communicate with various segments of the community, and develop good relations with the business community. Person must be willing to devote whatever time is necessary to achieve the goals and guidelines established by the council. Knowledge of how to organize departments and demonstrated leadership qualities are desirable. Knowledge of computer, including but not limited to Microsoft office programs and all standard office equipment. Must be bondable and maintain Notary Public Status.

Council relations. Ability to take time and interest in working with council members to keep them informed and explain technical processes. Should be able to adequately inform the council on a regular basis so there are no surprises. Both written and oral communications with the council are essential. The person must be able to accept constructive criticism and to implement the needed changes. Candidate must be open and honest with the council and able to present all sides of an issue that affect the locality. The individual must be able to carry out the intentions and directions of the council enthusiastically and shall serve at the pleasure of the city council.

Budget and finance. Must have prior experience in managing a city budget. Experience and expertise in grant procurement is desirable, as well as dealing with locally-owned utility finances.

Collective bargaining/human resource management. Must have some knowledge of Florida labor relations law, with preferred demonstrated ability in the collective bargaining process. Must demonstrate a personality that can communicate the local government's goals and needs to employees.

Community relations. Candidate must have demonstrated involvement in community activities. Experience working with and understanding the needs of the business community is highly desirable. Candidate should be able to present a confident image of the local government to the community at large. Must be able to demonstrate a positive, productive attitude to citizens of the community.

Intergovernmental relations. Must be able to relate to and develop a good working relationship with other local governments, county governments, community organizations, schools, and state and federal agencies.

Pursuant to the Duties as prescribed in City Ordinances 2010-513 and 2006-438, and Section 6 of the City Charter (amended on November 15th, 2010):

Section 6(a): There shall be an office of city manager who shall be the chief administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs. The city manager shall be appointed by the city council solely on the basis of his or her executive and administrative qualifications, and shall serve at the pleasure of the city council. He or she may or may not be a resident of the city. The city manager shall:

1. Execute the laws and administer the government of the city except as limited in this Charter;
2. Appoint, and when necessary for the good of the city, remove all officers and employees of the city, except for those officers appointed or employed by the council in accordance with the provisions of this Charter, unless these powers are otherwise limited by law;

- Source URL:**<https://www.keystoneheights.us/citycouncil/page/city-manager-position>

[1] <https://www.keystoneheights.us/jobs> [2]

mailto:rutkowski@keystonehe&#

**CITY OF KEYSTONE HEIGHTS
AND
CITY CLERK
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Keystone Heights, a Florida municipality (hereinafter referred to as "City"), and Stephanie Silva (hereinafter referred to by name or as "Clerk").

WITNESSETH

WHEREAS, the City desires to employ Stephanie Silva as City Clerk of the City of Keystone Heights, Florida; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Clerk and to establish conditions of employment applicable to the City Clerk; and

WHEREAS, Stephanie Silva desires to accept employment as City Clerk of the City of Keystone Heights under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The City of Keystone Heights hereby employs and appoints Stephanie Silva as its City Clerk, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. This Agreement relating to the City's employment of Stephanie Silva as City Clerk shall be effective December 18th, 2023. This Agreement shall remain in effect for a period of three (3) years and shall be continued automatically on a year to year basis unless amended or terminated by the City or by the City Clerk as provided herein.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Clerk an annual salary of \$41,500. The salary shall be modified automatically on October 1st of each subsequent year of this Agreement, at a rate between 0% - 3% as a cost of living adjustment, but shall not be decreased in the event of deflation, based upon the Consumer Price Index for All Urban Consumers (CPI-U), all items, from the Bureau of Labor Statistics. The salary shall be payable in installments at the same time as other City employees are paid.

B. The City may also increase said salary and/or other benefits of the City Clerk in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Clerk.

C. Nothing in this Section shall require the City to increase the salary or other benefits of the Clerk. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Keystone Heights. The Clerk agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner. Some of the Clerk's duties include, but are not limited to, attending City Council meetings, if the Clerk cannot attend a meeting, the Clerk may appoint a member of city staff to act as a substitute upon approval of the Mayor, preparing minutes for the City Council, serving as the Community Redevelopment Agency Manager, Planning and Zoning liaison, website / social media development, Code Enforcement certification and other duties as required by the City Council.

B. The Clerk shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. The Clerk may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Council, provided that such activities shall not interfere with her primary obligation to the City as its Clerk. The Clerk shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.

C. In the event the Clerk shall serve on any appointed boards or elected boards of any professional organization or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the Clerk related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Dues and Subscriptions

The City agrees to pay the Clerk's professional dues for membership in the Florida Association of City Clerks and the International Institute of Municipal Clerks (IIMC). The City shall pay other dues and subscriptions on behalf of the Clerk as are approved in the City's annual budget, on a line item basis, or as authorized separately by the City Council.

Section 5. Professional Development

The City may choose to pay for the Clerk's attendance at seminars, conferences, and committee meetings as it deems appropriate and approves by City Council action.

Section 6. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the Clerk to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 7. Vacation and Sick Leave

For so long as the Clerk is employed by the City, the Clerk shall earn vacation leave and sick leave on the same basis that such leave is provided to the employees of the City.

Section 8. Holidays

The Clerk is entitled to the same paid holidays as the employees of the City.

Section 9. Health Insurance

For so long as the Clerk is employed by the City, the City agrees to provide health insurance on the same basis that such insurance is provided to employees of the City.

Section 10. Retirement.

For so long as Stephanie Silva is employed by the City, the City agrees to contribute on behalf of Stephanie Silva, on an annual basis, an amount equal to five percent (5%) of the Clerk's salary to an appropriate retirement program. The City's contribution shall not exceed the limits established by federal statute and/or regulation.

Section 11. Termination by the City and Severance Pay

A. The Clerk shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the Clerk's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire City Council (three members) vote to terminate the services of the Clerk "without cause," then within ten (10) business days following such vote, the City Council shall cause the Clerk to be paid any accrued and unpaid salary and benefits earned. Within forty-five (45) calendar days following the vote to terminate the Clerk's employment, the City Council shall cause the Clerk to be paid a lump sum severance pay equal to eight (8) weeks of her salary as full and complete payment and satisfaction of any claims of the Clerk of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Clerk shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. In the event the Clerk is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Clerk's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. Any fraudulent act against the interest of the City.
6. Any act which involves moral turpitude, or which causes the City disrepute.
7. Any other act of a similar nature of the same or greater seriousness.

Section 12. Termination by the City Clerk

The Clerk may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the Clerk terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Clerk voluntarily resigns pursuant to this Section, the City shall pay to the Clerk all accrued compensation due the Clerk up to the Clerk's final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Clerk pursuant to this Agreement.

Section 13. Disability

If the Clerk becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Subject to the limitations set forth in Section 768.28, Florida Statutes, and without waiving the sovereign immunity of the City, the City shall defend, hold harmless, and indemnify the Clerk against any action for any injury or damage suffered as a result of any act, event, or

omission of action committed by the Clerk within the scope of her employment hereunder, provided that the Clerk timely reports the same to the City Council and cooperates fully and honestly in the City's defense thereof. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by the Clerk if required by law. The provisions of this section shall not apply to any claim, demand, suit or cause brought or asserted against the Clerk for her acts or omissions committed while acting outside the course and scope of her employment under this Agreement, committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property or civil rights. In such instance, the Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity with the City as City Clerk, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 15. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 16. 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 by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. 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.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in Clay County, Florida.

E. Upon the Clerk's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

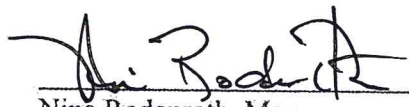
F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

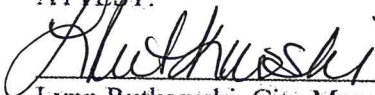
H. The effective date of this Agreement shall be December 18th, 2023.

Executed by the CITY this ____ day of December, 2023.

CITY OF KEYSTONE HEIGHTS

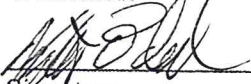
By: 
Nina Rodenroth, Mayor

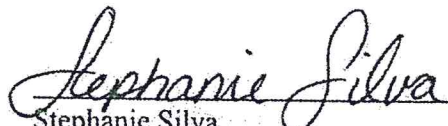
ATTEST:

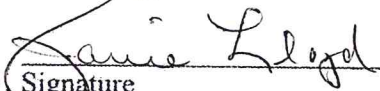

Lynn Rutkowski, City Manager

Executed by the CITY CLERK this 4 day of December, 2023.

Witnesses:

 Krysten Boland
Signature
Print Name


Stephanie Silva
Signature
Print Name

 Janie Lloyd
Signature
Print Name

City Clerk

Job Status: Closed - no longer accepting applications

Job Closing Date: Tuesday, October 31, 2023 - 4:00pm

Job Reference Number: Keystone Heights City Clerk

[Back to Job Openings](#) ^[1]

CITY CLERK

Supervisor: City Manager

Salary Range: \$38,000 - \$45,000 annually

Job Description

HOW TO APPLY:

submit application with resume to rutkowski@keystoneheights.us ^[2] SUBJECT City Clerk

submit application with resume in person to Keystone Heights City Hall

mail application with resume to PO Box 420 Keystone Heights FL 32656

DEFINITION

Under general direction of the City Manager, the City Clerk performs highly responsible and complex professional administrative work while assisting the City Manager with the direction and coordination of the activities of assigned city departments and/or divisions; provides responsible staff assistance to the City Manager and City Council. Records and maintains the City Council's official actions, including ordinances and resolutions; manages official City documents and records ensuring that public information is accessible; acts as a liaison between the public and the Mayor and City Council members; provides staff support to the Mayor and City Council on administrative services; conducts City elections in coordination with the Clay County Supervisor of Elections office; manages the Human Resources function including employment practices, workers' compensation, risk management, and employee benefit plans; assigns, directs and reviews the work of subordinate staff; and performs other duties as required.

DISTINGUISHING CHARACTERISTICS

The position has overall responsibility for managing programs and services in support of the Mayor and City Council and other City boards and commissions. The incumbent is responsible for managing official City records and performs a broad variety of assignments having city-wide impact. The incumbent has great latitude in the exercise of independent judgment in order to complete assignments and projects associated with the administration of work performed in accordance with the City Charter and relevant ordinances and laws of the city and the State of Florida. The City Clerk is responsible for managing Human Resources including employment practices, workers' compensation, risk management, and employee benefit plans. This position is designated to act in the absence of or as assigned by the City Manager.

ESSENTIAL JOB FUNCTIONS

Depending on assignment, duties may include, but are not limited to:

1. Coordinate and participate in providing responsible executive assistance to the City Manager, City Council and other City boards and commissions as assigned; attends City Council meetings and other public meetings to assist or represent the City Manager.
2. Maintain communication and coordination of City activities with other outside agencies and organizations.
3. Maintain, process, and record all proceedings and other records of the City Council and the City to include minutes, contracts, deeds, grants, ordinances and resolutions.
4. Attend all meetings of the City Council; prepare and post meeting agendas and minutes; record, maintain and disseminate all council actions, relative to ordinances, resolutions, correspondence and reports.
5. Plan, organize, coordinate and direct the work of the City Clerk's office; develop and direct the implementation of goals, objectives, policies, procedures and work standards for the Clerk's office; prepares and administers program budgets.
6. Coordinate the functions of the City Clerk's office with the City Manager, City Attorney, and City Council, City departments, other public and private entities and citizen groups; provide information and services as required.
7. Plan, organize and direct the conduct of municipal elections; ensure the legal compliance of the proceedings in accordance with state and local election laws: ensure compliance with a wide variety of laws pertaining to municipal elections.
8. Coordinate City's boards and commission program, including but not limited to tracking term expirations and conduct of recruitments.
9. Receive and track public records requests, and coordinate responses.
10. Plan, develop and implement a city-wide document and records management program and system for retrieval, and the systematic retention, transfer, retirement or disposal of records in all City departments; establish and maintain records management procedures; ensure compliance with a wide variety of laws pertaining to public records.
11. Monitor and maintain current knowledge of developments related to City Clerk matters; evaluate their impact upon City operations and recommend and implement policy and procedural improvements; maintain and update conflict of interest code policy and procedures.
12. Manage the advertisement of legal notices.
13. Maintain the official record of ordinances and resolutions, adopted by the Council and preserve, record and publish Council minutes.

14. Maintain all records concerning appointments and memberships to the City's Boards, Commissions and Committees.
17. Administer various employee benefit programs such as group insurance, life, medical and dental, accident and disability insurance and pensions.
18. Direct and conduct human resources activities including the recruitment, hiring, training and termination of City employees and management of benefits.
19. Develop and implement personnel policies and procedures to ensure compliance with City policies and State and Federal labor laws.
20. Oversee Risk Management function including insurance programs and processing of workers' compensation claims.
21. Verify calculation of the monthly premium statements for all group insurance policies and maintain statistical data relative to premiums, claims and costs; resolve administrative problems with the carrier representatives.
22. Prepare all personnel action forms.
23. Develop and maintain information for timely and accurate recording of losses, claims, insurance premiums and other risk – related costs and experience factors related to the workers' compensation program.
24. Coordinate with Public Works Director to facilitate safety training programs (i.e., defensive driving, CPR, first aid, etc.)
25. Maintain agreements and policies on liability insurance for the City.
27. Perform special studies and related duties as required.

MINIMUM QUALIFICATIONS

Knowledge of:

□ Advanced principles and practices of public administration, including the organization, functions and problems of municipal government. □ Advanced principles and practices of organization, management and supervision. □ Decision making techniques □ Applicable laws, ordinances and codes related to election laws and procedures and municipal City Clerk functions □ Computer applications related to information storage and retrieval, document imaging, and electronic document and records management as well as QuickBooks □ Principles and practices of supervision, training and staff development. □ Structure and content of the English language including spelling, punctuation, grammar and rules of composition. □ Federal, state and local laws regulating risk management and employee benefit functions. □ Principles and practices of employee recruitment, selection, and management. □ General personnel policies and procedures applicable to the City. □ Human resources, risk management and employee benefits.

Ability to:

□ Provide effective leadership and coordinate the activities of assigned municipal organization. □ Plan, organize, direct and coordinate the work of lower level staff. □ Handle multiple demands and priorities simultaneously. □ Interpret and apply federal, state and local policies, laws and regulations □ Exercise effective judgment within established guidelines. □ Communicate effectively with staff, elected officials, lobbyists, legislators, and other government officials; communicate technical information including complex rules, regulations, legislation, and laws in a manner that is appropriate for the intended audience □ Understand questions and provide information and materials, as required, and in accordance with applicable laws. □ Travel to various locations within and outside the City of Keystone Heights in order to fulfill job responsibilities including the attendance at professional meetings, seminars, conferences and training activities. □ Make effective presentations using a variety of presentation techniques and methods. □ Work effectively in time-sensitive situations and meet deadlines; coordinate multiple projects and complex tasks simultaneously. □ Develop and administer program budgets. □ Establish and maintain effective working relationships with City departments, City Council, public and private entities, and the public. □ Work beyond normal business hours, including nights, weekends and holidays, as necessary. □ Handle confidential information with great sensitivity. □ Work well under pressure, meeting multiple and sometimes conflicting deadlines. □ Analyze and interpret complex documents, administrative procedures and regulations, and legal requirements; develop policies, procedures and internal controls. □ Evaluate alternatives and adopt effective solutions. □ Prepare clear, concise and complete documentation, agendas, minutes, reports and correspondence. □ Manage projects including effective planning. □ Plan and conduct training as necessary for City staff.

Experience and Education:

Any combination of experience and training that would likely provide the required knowledge, skills and abilities necessary for satisfactory job performance is qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Experience – Ten years of increasingly responsible administrative or staff experience in municipal government with at least three years' experience in the office of the City Manager and three years' experience as a City Clerk.

Education – High School Diploma is required. Bachelor's degree from an accredited college or university in Public Administration or a related field preferred.

Special Requirements: Possession of a valid Florida Class E driver's license and good driving record. Certification as a Municipal Clerk, from the International Institute of Municipal Clerks, is highly desirable.

Source URL: <https://www.keystoneheights.us/cm/page/city-clerk>

Links

[1] <https://www.keystoneheights.us/jobs> [2]

mailto:rutkowski@keystonehe&#