

**To:** Members of Dublin City Council  
**From:** Cathy De Rosa, Vice Mayor (Chair of the Administrative Committee)  
**Date:** March 2, 2021  
**Re:** Resolution 11-21 - Appointing the Clerk of Council and Authorizing the Employment Agreement with the Clerk of Council

## Discussion

In my capacity as Chair of the Administrative Committee, I am bringing forth the following discussion regarding the Clerk of Council position. As Council is aware, City Council has been in discussions with the Acting Clerk of Council, Jennifer Delgado, regarding the Clerk of Council vacancy following the retirement of Anne Clarke on January 29, 2021. Jennifer was hired on January 22, 2013 as an Executive Assistant to the City Manager and on October 26, 2015 she accepted the Deputy Clerk of Council position that was created for the purposes of succession planning.

During the month of January, a job description for the Clerk of Council was drafted to reflect the primary focus and the essential functions of the position which includes administering the legislative operations of the City and providing administrative support to the Members of City Council. The Clerk of Council will supervise the Deputy Clerk of Council and the Assistant Clerk of Council. The recruitment process for the Deputy Clerk of Council will begin in early March.

## The Proposed Resolution

The recommended Resolution provided for your consideration, if approved, appoints Jennifer Delgado as the Clerk of Council. The Non-Union Compensation Plan, Ordinance 30-20-Amended, will be applicable to the Clerk of Council. The Clerk of Council will be slotted into the City of Dublin's Non-Union Compensation plan, Ordinance 30-20-Amended, at a 3.2 pay grade with the title of Clerk of Council/Director of Legislative Services.

The Resolution also authorizes the execution of an employment agreement with the Clerk of Council. The agreement provides for the base salary, benefits and terms and conditions of employment for the Clerk of Council. The agreement also outlines the performance evaluation process and acceptable professional development components.

As City Council remains confident in Jennifer's ability and performance, I recommend approval of Resolution 11-21. Her continuing commitment to the City in providing day-to-day guidance and support to City Council is highly valued and deeply appreciated.

# RECORD OF RESOLUTIONS

Resolution No. 11-21

Passed \_\_\_\_\_, \_\_\_\_\_

## A RESOLUTION APPOINTING THE CLERK OF COUNCIL AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

**WHEREAS**, Anne Clarke resigned as the Clerk of Council effective on January 29, 2021; and

**WHEREAS**, Jennifer Delgado was appointed as Acting Clerk of Council effective on January 30, 2021; and

**WHEREAS**, Council desires to appoint Jennifer Delgado as the Clerk of Council; and

**WHEREAS**, Council is in agreement with the terms of the Employment Agreement between the City and Jennifer Delgado attached hereto as Exhibit "A";

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of its elected members concurring, that:

**Section 1.** Jennifer Delgado is hereby appointed as the Clerk of Council.

**Section 2.** Council hereby authorizes the Mayor, on behalf of Council, to execute and enter into an Employment Agreement with Ms. Delgado, a copy of which is attached hereto as Exhibit "A".

**Section 3.** This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

\_\_\_\_\_  
Assistant Clerk of Council

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the City of Dublin, Ohio, an Ohio municipal corporation, hereinafter called "City," and Jennifer Delgado, hereinafter called "Clerk of Council."

### **WITNESSETH**

WHEREAS, the City desires to employ the services of Jennifer Delgado as Clerk of Council of the City of Dublin, as provided for in Article III of the Revised Charter of the City of Dublin (“Revised Charter”); and

WHEREAS, it is the desire of the City Council of the City of Dublin to provide certain benefits and to establish certain conditions of employment of said employee as set forth in this Employment Agreement; and

WHEREAS, Jennifer Delgado desires to accept employment as Clerk of Council of Dublin, Ohio pursuant to the terms and conditions set forth in this Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **Section 1. Powers and Duties of the Clerk of Council.**

A. The City hereby agrees to employ Jennifer Delgado as Clerk of Council of the City of Dublin to perform the functions and duties specified in the Revised Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

B. Pursuant to Section 3.05 of the Revised Charter, the Clerk of Council shall be subject to the direction of Council and the general supervision of the City Manager. The Clerk of Council shall serve at the pleasure of Council and may be removed without cause by Council.

#### **Section 2. Term of Agreement.**

A. The Clerk of Council shall serve at the pleasure of the City Council. The term of this Agreement commences on February 1, 2021.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Clerk of Council to resign or retire at any time from her position with the City. However, the Clerk of Council agrees to provide thirty (30) days’ notice of her resignation and such resignation shall forfeit any right of severance, except as provided for in Section 3.D. of this Agreement. In the event the Clerk of Council decides to retire from City service, the Clerk of Council agrees to provide City Council with a minimum of six (6) months of advanced notice of such retirement and such retirement shall forfeit any right of severance, except as provided for in Section 3. D. of this Agreement.

C. The Clerk of Council agrees to remain in the exclusive employ of the City of Dublin while employed by the City of Dublin.

D. The City of Dublin reserves the right to modify, suspend, or discontinue any and all of the benefits identified in Sections 6 and 7 in this Agreement at any time as they would to all other non-union employees of the City. Nothing shall be construed as requiring the City to establish or continue any particular benefit plans in the discharge of its obligations under this Agreement.

### **Section 3. Termination and Severance Pay.**

A. In the event the Clerk of Council is terminated by the City Council and in the absence of a criminal act or as set forth below, then in that event the City shall pay the Clerk of Council a lump sum cash payment equal to six (6) months of her base annual salary. The Clerk of Council shall also be compensated for earned sick leave, vacation, holidays, and other accrued benefits to date, in accordance with the regulations in place for all non-union management employees of the City, calculated at the rate of pay in effect upon termination. No benefits or paid leave will accrue during any severance pay period.

B. In the event the Clerk of Council is terminated by the City Council, all health, dental, and vision insurance and all other City provided benefits shall continue in full force and coverage, at City expense, for a period of six (6) months or until other coverage is provided to the Clerk of Council by a subsequent employer or OPERS (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to any protection afforded the Clerk of Council by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.

C. In the event the City Council at any time reduces the salary, compensation or other benefits of the Clerk of Council in a greater amount than an applicable across-the-board reduction for all employees of the City, or in the event the City Council fails to comply with any other provision of this Employment Agreement, or if the Clerk of Council resigns following a suggestion by a majority of the Council, then, in that event, the Clerk of Council may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or such resignation within the meaning and context of the herein severance pay provision, then, in that event, the Clerk of Council may, at her option, be deemed to be terminated, as provided herein.

D. For purposes of complying with Section 3 of this Agreement, appropriations held as an unencumbered fund balance in the General Fund or account of the City shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Employment Agreement.

E. Contemporaneously with the delivery of the severance pay set forth in this Agreement, the Clerk of Council shall execute and deliver to the City a release, releasing the City of all claims that the Clerk of Council may have against the City.

F. This Agreement shall terminate immediately, and the City shall have no obligation to make any severance payment upon the occurrence of any one of the following events:

1. Upon the death of the Clerk of Council.
2. Upon the resignation or retirement of the Clerk of Council.
3. Upon determination of City Council that the Clerk of Council is unable to perform the essential functions of the position, with or without a reasonable accommodation, for a period of six (6) months or longer.
4. In the event the Clerk of Council is terminated because of her conviction of any illegal act involving personal gain to herself or criminal activity (excluding traffic-related offenses).
5. In the event the Clerk of Council is terminated because of misconduct or malfeasance, which the Council determines is related to the effective performance of the Clerk of Council's official duties.
6. Upon six (6) months written notice by the Council to terminate the Agreement.

#### **Section 4. Salary.**

The City agrees to pay the Clerk of Council for her services rendered pursuant hereto as Clerk of Council an annual base salary of Ninety-Five Thousand Dollars and No Cents (\$95,000.00) payable in installments at the same time as other employees of the City are paid and subject to all normal withholdings.

#### **Section 5. Retirement Benefits.**

The Clerk of Council shall be covered and governed by the Ohio Public Employees Retirement System, with the City contributing its required percentage of base salary. The Clerk of Council's share of the retirement contributions shall be paid by the Clerk of Council. Calculations for retirement contributions shall include all compensation normally reportable to OPERS.

#### **Section 6. Insurance Coverage.**

A. The Clerk of Council shall be covered by the same health, dental, vision, and disability plans, including the Family Medical Leave Act and worker's compensation benefits, as all other non-union employees.

B. The City agrees to purchase and pay the required premiums for a group term life insurance policy, providing coverage equal in amount to that approved for all other non-union employees of the City, with the beneficiary to be designated by the Clerk of Council.

#### **Section 7. Other Benefits.**

All provisions of the Revised Charter, and rules and regulations of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the

Clerk of Council as they would to all other non-union employees of the City. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions.

### **Section 8. Hours of Work.**

It is recognized by both parties that the Clerk of Council is required, by the nature of her job, to work an irregular work schedule. Clerk of Council shall work with the City and the Council to schedule her hours in the best interest of providing adequate and effective service. Clerk of Council will ensure coverage of the office during all normal office hours and will be available outside normal office hours as the needs of Council require.

### **Section 9. Professional Development.**

The City agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the Clerk of Council for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include, but not to be limited to such national, regional, state and local governmental organizations and committees thereof which the Clerk of Council serves as a member and/or participates, and which said membership or participation is beneficial to the City, as well as associated courses, institutes, conferences and seminars which benefit the City. The City agrees to reimburse the Clerk of Council's expense of other memberships, registration, travel, meals or lodging in association with business-related conferences, education or other meetings, according to approved accounts in each annual budget.

### **Section 10. General Expenses.**

- A. The City shall provide City-owned communication devices for the business use of the Clerk of Council, subject to applicable rate plans or ceilings as contracted by the City.
- B. The City shall bear the full cost of any fidelity or other bonds required of the Clerk of Council under any law or ordinance.
- C. The City agrees to pay or reimburse all other reasonable job-related expenses up to the maximum provided for in the annual City operating budget and subject to the requirement that all such claims for payment or reimbursement be submitted on forms and/or in a manner subject to the review and approval of the Director of Finance.

### **Section 11. Performance Evaluation.**

Within the first one hundred twenty (120) days of the Clerk of Council's employment with the City, City Council will meet with her in order to discuss and adopt a performance plan of priorities and development goals for the Clerk of Council during the first twelve (12) months of employment.

There shall be no salary increase for the first year of employment. The Clerk of Council's salary will be subject to review and merit consideration on March 1, 2022 and each subsequent year. In conjunction with the annual performance review, City Council and the Clerk of Council will discuss and update the Clerk of Council's annual performance plan and annual compensation. The City Council shall increase base salary, award bonus payments and/or other benefits of the Clerk of Council at the time of her review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, at its sole discretion, in light of performance by the Clerk of Council.

## **Section 12. Hold Harmless.**

The City shall defend and hold the Clerk of Council harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of the Clerk of Council's performance of duties as Clerk of Council. The City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond the Clerk of Council's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to the Clerk of Council by the City of Dublin, as described herein, for any acts undertaken or committed in his capacity as Clerk of Council, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following the Clerk of Council's employment with the City.

## **Section 13. General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Clerk of Council.
- C. This Agreement shall become effective upon adoption and approval by the City Council of the City of Dublin.
- D. Council hereby waives the competitive selection process for the Clerk of Council position.
- E. If not specifically addressed in this Employment Agreement, the terms and conditions of employment for the Clerk of Council's position shall be governed by the regulations in place for all non-union management employees of the City, including but not limited to, the Dublin Revised Charter, the Dublin Codified Ordinances (particularly Chapter 33 – Human Resources Policies), the Non-Union Compensation Plan in its latest adopted form and all relevant City Manager Administrative Orders.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

G. This Agreement may not be altered, amended, modified, or otherwise changed except by a writing signed by the duly authorized representatives of the parties to this Agreement.

H. This Agreement is for the personal services of the Clerk of Council, and she may not assign any of her rights, powers, duties, or obligations under this Agreement.

I. Clerk of Council agrees and represents that prior to entering into this Agreement, she has had reasonable time and opportunity to consult with an attorney or representative of her choice concerning all terms and conditions of this Agreement. Clerk of Council represents she has carefully read and fully understands the meaning, intent, and consequences of this Agreement, and that she is competent to execute this Agreement, and freely and voluntarily enters into this Agreement.

**IN WITNESS WHEREOF**, the City of Dublin has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk of Council, and the Deputy Clerk of Council has signed and executed this Agreement, the day and year first written above.

CITY OF DUBLIN, OHIO

CLERK OF COUNCIL

By: \_\_\_\_\_  
Mayor Chris Amorose Groomes

\_\_\_\_\_  
Jennifer Delgado

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Judith Beal, Assistant Clerk of Council

\_\_\_\_\_  
Jennifer Readler, Law Director

**CITY OF DUBLIN  
CLASSIFICATION DESCRIPTION**

**Classification Title:** Clerk of Council/Director of Legislative Services

**FLSA Status:** Exempt

**Pay Grade:** 3.2

**Classification#:**

**Service Type:** Classified

**Date:** 02/01/2021

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**Primary Focus**

Supervises and administers the legislative operations of the City and provides administrative support to the Members of City Council. The incumbent is responsible for developing and administering policies and procedures related to the legislative functions of City Council in accordance with the Revised Charter. Section 3.05 of the Revised Charter provides that:

"The Clerk of Council shall be an officer of the City and shall give notice of Council meetings to its members and the public, keep the minutes of Council's proceedings and perform such other duties as are provided by this Revised Charter or by Council."

Serves as liaison between the legislative and executive branches of the City government and requires cross-divisional communication to carry out the responsibilities of the position as established in the Revised Charter.

The Clerk of Council serves at the pleasure of City Council. Given the nature of this classification's duties and responsibilities, it has been designated as "Exempt" under the governing Fair Labor Standards Act regulations and the incumbent is not eligible for formal overtime compensation or formal compensatory time.

**Supervisory Responsibilities**

Supervises the Deputy Clerk of Council and the Assistant Clerk of Council.

**Essential Functions**

The Clerk of Council exercises a high level of independent judgement and discretion in the management of all functions and operations of Legislative Services, and develops and oversees guiding policies and procedures to ensure compliance with the state and local codes and Revised Charter.

Plans and directs preparation of agendas, meeting minutes and Records of Action taken by City Council in Council meetings, work sessions and committee meetings. Disseminates this information via news media and City website.

Manages advertisement of meeting dates and publication of legislation as required by the Revised Charter in order to provide opportunity for public participation in the legislative process.

Attends, or delegates attendance, for all meetings of Council and Council committees to ensure that the records of proceedings accurately reflect the policy, recommendations and/or decisions of City Council or their committees.

Directs preparation of legislation to be considered by Council, and ensures that supporting documentation is provided from City staff.

Manages the assembly of all packets in preparation for meetings, work sessions and committees of Council. Ensures that agenda items and supporting documentation are provided in packets that are provided to Council Members and staff in a timely manner.

Manages the annexation process for the City. Upon service of a petition for annexation, prepares legislation for Council's consideration. Following acceptance of the annexation, coordinates notification of various entities, including the Secretary of State, the county auditor and recorder, the Board of Elections and service providers affected by the annexation.

Directs and provides research of legislative records upon request of Council members, staff or the public.

Manages the campaign finance disclosure process for the City, in accordance with the provisions of Ordinance 51-99. Reviews all reports filed by candidates for compliance and initiates an investigation of matters which appear to conflict with or violate any of the provisions of Ordinance 51-99. Ensures timely publication of campaign finance disclosure reports in accordance with Ordinance 51-99.

Provides on-boarding services to newly elected Council Members.

Provides administrative support to Council Members representing the City in various positions with other entities.

Evaluates and implements technology solutions for efficiency, including but not limited to:

- Digital storage and retrieval of City Council Permanent Records;
- Agenda material production;
- Meeting management (including public participation and recording);
- Post-meeting reporting; and
- The Board and Commission appointment process.

Responds to citizen complaints on behalf of Council, and coordinates timely response from staff on these matters.

Responds to media requests for routine legislative information and status of Council matters.

Responds to public records requests and ensures that they are provided in compliance with the Public Records Act.

Ensures adherence to the Ohio Sunshine Laws regarding open meetings and encouraging public participation.

Prepares reports and surveys other entities in response to Council's requests for additional information and analysis to aid them in their decision-making processes.

Prepares and maintains Council committee assignment list, and the status of items.

Prepares annual operating budget for the City Council based upon equipment, supply and personnel needs for the work unit. Monitors expenditures and supervises process for requisition and payment.

Supervises the coordination of travel and training arrangements for Council members and board and commission members. Prepares and maintains accurate records regarding travel for audit purposes.

Manages the professional services contracts for codification and communication services, which include, but are not limited to:

- Coordinating the Code updates and ensures timely and accurate submission of Code changes to the service provider.
- Directing preparation of proclamations for Mayor to present on ceremonial occasions; coordinate participation of Mayor and Council Members in special events, ceremonial functions, grand openings, dedications etc.
- Directing the planning and managing of social and ceremonial events on behalf of Council, i.e., receptions, board and commission recognition, Memorial Tournament dinner, meetings with other entities.

Plans, manages and coordinates the appointment process for Council boards and commissions in conjunction with the Administrative Committee.

Council, at their discretion, may assign additional duties or responsibilities to the Clerk of Council.

### **Core Competencies**

**Political Savvy:** Can maneuver through complex political situations effectively and quietly; is sensitive to how people and organizations function; anticipates where the land mines are and plans his/her approach accordingly; views corporate politics as a necessary part of organizational life and works to adjust to that reality; is a maze-bright person.

**Customer Focus:** Is dedicated to meeting the expectations and requirements of internal and external customers; gets first-hand customer information and uses it for improvements in products and services; acts with customers in mind; establishes and maintains effective relationships with customers and gains their trust and respect.

**Developing Direct Reports:** Provides challenging tasks and assignments to provide opportunities for professional development and growth.

**Managing and Measuring Work:** Clearly assigns responsibility for tasks and decisions; sets clear objectives and measures; monitors process, progress, and results; designs feedback loops into work.

**Managing Vision and Purpose:** Communicates a compelling and inspired vision or sense of core purpose; talks beyond today; talks about possibilities; is optimistic; creates mileposts and symbols to rally support behind the vision; makes the vision shareable by everyone; can inspire and motivate entire units or organizations.

**Delegation:** Clearly and comfortably delegates both routine and important tasks and decisions; broadly shares both responsibility and accountability; tends to trust people to perform; lets direct reports and other finish their own work.

**Action Oriented:** Action oriented and full of energy for things he/she sees as challenging; not fearful of acting with a minimum of planning; seizes more opportunities than others.

**Informing:** Provides the information people need to know to do their jobs and to feel good about being a member of the team, unit, and/or the organization; provides individuals information so that they can make accurate decisions; is timely with information.

**Conflict Management:** Steps up to conflicts, seeing them as opportunities; reads situations quickly; good at focused listening; can hammer out tough agreements and settle disputes equitably; can find common ground and get cooperation with minimum noise.

**Technical Learning:** Picks up on technical things quickly; can learn new skills and knowledge; is good at learning new industry, company, product, or technical knowledge-like internet technology; does well in technical courses and seminars.

### **Minimum Qualifications**

Bachelor's Degree in Public Administration, Political Science, Communications or a related field; considerable experience in an administrative position in state, county or local government; or any equivalent combination of training and experience that provides the following knowledge, abilities and skills.

Designation as a Certified Municipal Clerk (or ability to obtain within the first two years of employment).

Thorough knowledge of municipal government structure and process.

Thorough knowledge of administrative and managerial functions, principles, practices, procedures and concepts.

Comprehensive and thorough knowledge of the laws, rules and regulations and procedures governing the legislative processes of a City.

Ability to communicate effectively, both orally and in writing, before the community and other organizations.

Ability to analyze and interpret City ordinances, administrative codes, policies and procedures and apply them to organizational situations.

Ability to perform research and prepare meaningful and concise reports, policies, procedures, and related correspondence.

Ability to foster a team-oriented work environment while supervising and directing others in accomplishing organizational goals and objectives.

Ability to organize and prioritize the projects, programs and activities of the Legislative Services department, and to effectively monitor, analyze and evaluate performance levels of the office.

Ability to establish, develop and maintain effective, professional working relationships with supervisors, peers, government officials, community organizations, business leaders, and the news media.

Ability to exercise sound judgement and discretion in regard to matters of a sensitive and confidential nature which are encountered in carrying out the duties of this position.

Ability to project and present a favorable and professional image.

### **Physical Requirements**

Ability to operate standard office equipment in the performance of essential functions (e.g. copier, fax, personal computer, telephone).

Ability to occasionally lift and move objects weighing 10 – 15 lbs.

Ability to move objects weighing above 15 lbs. with the help of equipment/devices, on an infrequent basis.

Ability to enter data into computer system in a sustained manner.

Ability to move about the inside of an office space to access office equipment.

Must be able to remain in stationary position at workstation throughout scheduled workday.

Ability to attend meetings outside normal business hours.

### **Other Requirements**

Demonstration of the following established core values: Integrity, Respect, Communication, Teamwork, Accountability, Positive Attitude, and Dedication to Service.

Regular attendance, as governed by and in accordance with applicable rules, regulations, procedures and laws, is regarded as an essential requirement of this classification.

Compliance with training directives established by supervisory/managerial personnel.

Adherence to all applicable Federal and State safety laws, rules, and regulations and City safety policies/procedures.

Compliance with City of Dublin nepotism policy prohibiting other family members to work for the City of Dublin.