

EMPLOYMENT AGREEMENT FOR COUNTY ADMINISTRATOR

This Agreement is made and entered into this ____ day of _____, 2018, by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, (hereinafter referred to as the Board), and Barry A. Burton, (hereinafter referred to as the County Administrator) (collectively referred to as Parties).

WITNESSETH:

WHEREAS, the Board desires to engage the services of a County Administrator for Pinellas County, Florida, to serve at its pleasure; and

WHEREAS, the County Administrator has represented that he is able and willing to provide said services on an at will basis.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other such good and valuable consideration, the receipt of which the Parties hereto expressly acknowledge, the Parties covenant and agree to the following terms and conditions:

1. **DUTIES.** The County Administrator's duties shall be as set forth in Section 4.01 of the Pinellas County Charter. The County Administrator shall remain, during the term of this Agreement, in the exclusive employ of the County, on an at-will basis, and shall not, without prior approval of the Board, engage in any other employment or business activity. He shall devote his full energies and efforts to the performance of his duties. Nothing herein shall limit the County Administrator's right to participate in non-paid volunteer work or activities.

2. **TERM.** The term of employment under this Agreement shall be from _____, 2018, until terminated as provided in Section 9.

3. **RESIDENCE REQUIREMENTS AND TRANSITIONAL ASSISTANCE.** As a condition of employment, County Administrator shall establish residence in Pinellas County at the earliest date possible, but no later than three (3) months from his date of appointment. In recognition of this requirement, the Board agrees to provide transitional assistance to the County Administrator in the amount of \$61,800.00. County Administrator shall submit receipts documenting any portion of this he will claim as reimbursement of costs for reasonable moving, packing, and storing expenses for a complete move of household goods, vehicles, and personal effects to Pinellas County; airline tickets and car rental expenses for travel from Illinois to Pinellas County for purposes of house hunting and/or purchase; and

the cost of health insurance coverage under COBRA for himself and any eligible dependents. At his sole option, County Administrator may choose to coordinate the procurement of moving services through the Pinellas County Purchasing Department, using at least three (3) estimates. County Administrator shall have twelve (12) months from the date of employment to submit any documentation in support of reimbursement for costs. After that time, he shall be entitled to a lump sum payment in the amount of any unspent balance. The Board and County Administrator recognize that costs for certain transitional assistance, as contemplated by this Section, may be considered taxable income pursuant to applicable IRS regulations. Any such taxable income will be reflected on the County Administrator's W-2 for the relevant tax year.

4. **PERFORMANCE EVALUATION.** The County Administrator shall receive a performance and salary review after six (6) months and every twelve (12) months thereafter.

5. **SALARY AND BENEFITS.**

a. The County Administrator will be paid an annual salary of \$272,000.00, payable in installments at the same time as other employees of the Board are paid.

b. The County Administrator shall receive the standard benefits of all other exempt employees of the Unified Personnel System. The County Administrator shall be entitled to 208 hours of annual leave effective upon his appointment, and thereafter earn leave in the same manner as other exempt employees with twenty (20) years of service, as provided in Unified Personnel System Rules.

c. The County Administrator shall have an automobile allowance in the amount of \$600.00 per month paid for each month in which he is employed as County Administrator without pro-ration. With the exception of mileage, the County Administrator shall be entitled to reimbursement for other expenses under State law and Pinellas County policy. The County Administrator agrees that he shall provide a vehicle that will be maintained in an appropriate manner to maintain suitable appearance, working condition and professional image for Pinellas County. The County Administrator shall be solely responsible for the purchase/lease, maintenance, repair, operation costs, insurance, taxes, etc., for said vehicle. The County Administrator shall maintain his own motor vehicle insurance in at least the following amounts: \$250,000/\$500,000 bodily injury and property damage.

d. The County Administrator shall have a mobile phone allowance in the amount of \$75.00 per month paid for each month in which he is employed as County Administrator without pro-ration. Additionally, he shall have the unrestricted use of a personal computer and software, which shall be provided, maintained and repaired by the Board.

e. The Board will also contribute \$22,000.00 annually into an account opened by the County Administrator in any §457 plan offered by Pinellas County. However, for the first year, the total amount contributed will be prorated based upon the County Administrator's beginning date of

employment. The total amount in subsequent years will be prorated over the scheduled pay periods in the year and made each pay day. The County Administrator will be entitled to receive such prorated payment for each month in which he is employed as County Administrator. Contributions will end effective with the County Administrator's separation.

6. **PENSION BENEFITS.** The County Administrator shall participate, as a Senior Management Service Class Employee, in the Florida Retirement System in accordance with Florida Statutes, Chapter 121.

7. **DUES, SUBSCRIPTIONS AND PROFESSIONAL DEVELOPMENT.** The Board agrees to budget and pay for the professional dues and subscriptions of the County Administrator necessary for his continuation of participation in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, as County Administrator and for the good of Pinellas County, all as approved in Pinellas County's annual budget.

8. **TERMS AND CONDITIONS OF EMPLOYMENT.**

a. The Board, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the County Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Pinellas County Charter or any other law.

b. All provisions of the Pinellas County Charter, laws, and ordinances, and regulations and rules of Pinellas County relating to retirement and pension system contributions, holidays and other employee benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the County Administrator as they would to other exempt employees of Pinellas County, in addition to said benefits enumerated in this Agreement specifically for the benefit of the County Administrator.

9. **TERMINATION AND SEVERANCE PAY.**

a. This Agreement will terminate upon the County Administrator's death, retirement or resignation and can be terminated by mutual agreement.

b. This Agreement can be terminated for cause as provided in the Pinellas County Charter. Cause is defined as gross misfeasance, malfeasance, neglect of duty, conviction of a felony, entry of a plea of guilty or nolo contendere to a felony or to any crime of moral turpitude, or any illegal act involving personal gain to him in conjunction with his employment.

c. This Agreement can be terminated without cause as provided in the Pinellas County Charter. In the event the County Administrator is terminated by Pinellas County during such time that the County Administrator is willing and able to perform the duties of County Administrator and such

termination is without cause, Pinellas County agrees to pay the County Administrator twenty (20) weeks compensation at the rate in effect at the time of termination. For purposes of this paragraph, compensation means and includes annual salary, automobile and mobile phone allowance, §457 account contribution and employer contribution for health, dental, life and long term disability insurance coverage. All other payments, which would be due to exempt employees in the Unified Personnel System upon termination will also be made.

d. In the event the Board at any time during the term of this Agreement reduces the salary or other financial benefits of the County Administrator in a greater percentage than applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting the County Administrator herein, then, in that event, the County Administrator may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or such suggested resignation within the meaning and context of the severance pay provision herein.

10. GENERAL PROVISIONS.

a. Assignability. This Agreement shall inure to the benefit of the County Administrator, his heirs and personal representatives.

b. Severability. If any provision or portion of this Agreement is held to be unconstitutional or invalid or unenforceable, the remainder of this Agreement or portion thereof shall be inseverable and shall not be affected but shall remain in full force and effect.

c. Amendment. The terms hereof may be amended by mutual written agreement of the Parties.

d. Indemnification. The Board shall defend, hold harmless, and indemnify the County Administrator against any tort, claim, demand, civil rights, or other legal action, arising out of any act, event, or omission occurring in the performance of the County Administrator's professional duties as County Administrator, except to the extent that the County Administrator acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety or property. The Board will provide defense for, and compromise or settle any such claim or suit, as it deems appropriate, and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond termination of employment or other expiration of this Agreement, to provide full and complete protection to the County Administrator for acts undertaken or committed by the County Administrator in his capacity as County Administrator, regardless of whether receipt of notice or filing of any claim or lawsuit occurs during or following the County Administrator's employment with the County.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto on the matters herein and shall not be modified in any respect except by an amendment in writing signed by the Parties hereto.

12. CHOICE OF LAW. This Agreement shall be governed by the laws of Florida.

13. NOTICES. Notices pursuant to this Agreement shall be given to each party at 315 Court Street, Clearwater, FL 33756.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2018.

PINELLAS COUNTY, FLORIDA
By and through its Board of
County Commissioners

By: _____
Kenneth T. Welch, Chair

By: _____
Barry A. Burton

ATTEST:
Ken Burke, Clerk of the Court

ATTEST:

By: _____
Deputy Clerk

By: _____
Witness Name: _____

APPROVED AS TO FORM

By: _____
Office of the County Attorney