

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **ST. LUCIE COUNTY, FLORIDA**, hereinafter called the "County", by its **BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "Board", and **GEORGE LANDRY**, hereinafter called the "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the County desires to retain the services of said Employee as the County Administrator of St. Lucie County, Florida; and,

WHEREAS, it is the desire of the Board to provide certain benefits, set certain conditions of employment, and to establish a procedure for the termination of employment by the Board and the Employee; and,

WHEREAS, Employee desires to be employed as County Administrator of said County;

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

SECTION 1. DUTIES The County herein agrees to employ said Employee as County Administrator of said County to perform the functions and duties specified in accordance with Chapter 59-1801, Laws of Florida and other applicable laws and ordinances and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 2. TERMS

A. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set

forth in Section 3, paragraphs A, B, C and D of this Agreement.

B. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject only to the provision set forth in Section 3, paragraph E, of this Agreement.

C. Employee agrees to remain in the exclusive employ of the County and will not become employed by another employer until termination is effected as hereinafter provided or as otherwise mutually agreed by both parties.

D. This Agreement shall be effective, and the Employee shall commence his employment on March 1, 2023. The term of this agreement shall be for a period of two (2) years. This agreement shall be automatically renewed for an additional two (2) year period at the end of each contract period unless the Board of County Commissioners gives at least ninety (90) days written notice prior to the renewal date that they desire not to extend the contract under the same terms and conditions as set forth above.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. The Board and the Employee understand and agree that the position of County Administrator is head of the executive branch of County government for St. Lucie County. The Employee must maintain the confidence of the Board and discharge fully and properly the duties of his position. The Employee shall serve at the will and pleasure of the Board. The Board may terminate the Employee at any time for the convenience of the County but only if a majority of the Board agrees.

B. Termination for the Convenience of the County: Except as provided in paragraph 3(E), in the event Employee is either terminated by the Board for the convenience of the County

or is forced to resign during such time that Employee is willing and able to perform the duties of County Administrator, then and in that event the County agrees to pay Employee a lump sum severance cash payment equal to twenty (20) weeks of compensation. "For the convenience of the County" as used in this Agreement means where the Employee is terminated by the Board without good cause; where a majority of the Board has lost confidence in the Employee performing the duties of his position; where termination of the Employee is in the best interests of the County, as determined solely by the Board; or for any other reason the Board deems appropriate.

C. Termination for Cause: In the event the Employee is terminated by the Board for cause, then and in that event the County shall have no obligation to pay the aggregate severance sum designated in Section 3, paragraph B. "Cause" as used in this Agreement means willful violations of the provisions of the law; willful disregard of a clear direct order, request or policy of the Board; or conviction of any crime involving moral turpitude or relating to official duties. The standard for cause for dismissal may be established by measuring the conduct and performance of the Employee against the conduct and performance of other professional County or City Managers considering contemporary standards of employee conduct and performance.

D. In accordance with section 215.425(4)(a)2, Florida Statutes, no severance pay is authorized if the Employee is fired or terminated for misconduct as defined in section 443.036(29), Florida Statutes.

E. Voluntary Resignation: In the event Employee voluntarily resigns his position with the County, the Employee shall give the Board thirty (30) days' notice in advance, unless the parties otherwise agree. The Board, at its option, may set an earlier effective date of the

Employee's last date of employment with the County in the event the Employee gives notice of voluntary resignation. The Board shall not be required to pay the Employee a lump sum cash severance payment in the event the Employee voluntarily resigns his position as County Administrator or in the event the County sets an earlier effective date of the Employee's last date of employment with the County following the Employee's notice of voluntary resignation.

SECTION 4. DISABILITY. If (a) the Employee is permanently disabled or is otherwise unable to performance his duties because of sickness, accident, injury, mental incapacity or health for a period of three (3) months and (b) no reasonable accommodation is possible, to the extent required by state or federal law, the Board shall have the option to terminate this Agreement without payment of the aggregate severance sum designated in Section 3, paragraph B. However, Employee shall be compensated for any accrued sick leave, annual leave, holidays and compensatory time, and shall be entitled to the same disability benefits as extended to other County employees.

SECTION 5. SALARY AND EVALUATION

A. The County agrees to pay Employee for his service rendered pursuant hereto a bi-weekly salary which computes to \$221,000.00 per annum, commencing March 1, 2023. His salary may be raised from time to time at the sole discretion of the Board. Employee shall receive a yearly wage increase (if any) in the same amount as determined by the Board and provided to all regular, non-bargaining unit employees.

B. Nothing in this section shall require the County to increase the base salary or other benefits of Employee.

C. The Board shall conduct a probationary evaluation of the Employee's performance

on or before September 1, 2023. Beginning on or before March 1, 2024, and annually thereafter, the Board shall conduct a performance evaluation of the Employee. In the event, the Board determines not to retain the Employee's services as County Administrator as a result of such evaluation, the Employee shall have the option of applying for any vacant County position for which he meets the minimum requirements. The County shall not be required to hire the Employee for any of the positions for which he applies pursuant to this paragraph.

SECTION 6. VACATION AND SICK LEAVE. In addition to any vacation and sick leave the Employee has accumulated due to his existing employment with the County, the Employee shall accrue vacation and sick leave in the same manner as a general County employee during the term of this Agreement, except that the cap on vacation hours accrued shall be 400 hours regardless of Employee's years of eligible service. Any accumulated and unused vacation of up to 400 hours and sick leave of up to 720 hours will be paid to the Employee upon the effective date of the Employee's resignation, termination or retirement from the County. The parties acknowledge and agree that the Employee's initial hire date with the County, January 28, 2013, shall be used as the hire date for calculating the Employee's accrual rate for leave, but shall not be used in determining the cap on vacation hours accrued or the cap on sick leave termination pay.

SECTION 7. DEFERRED COMPENSATION. In addition to the base salary paid by the Board to the Employee, the Board shall pay on the Employee's behalf, in equal proportionate amounts each pay period, into the Employee's account in a deferred compensation plan (IRS 457 Plan) an amount equal to 5% of the Employee's annual base salary.

SECTION 8. AUTOMOBILE ALLOWANCE COMMUNICATIONS ALLOWANCE. The County shall provide a monthly allowance in the sum of Three Hundred Dollars and No Cents (\$300.00)

per month for the Employee's use of his personal vehicle for County business. At the Employee's option the County shall either pay Employee a cell phone allowance of \$40.00 per month or provide and pay for a cell phone for the Employee.

SECTION 9. DUES AND SUBSCRIPTIONS. The County agrees to pay the Employee's professional dues for membership in the International County/ County Management Association and the Florida County and County Management Association. The County shall pay other dues and subscriptions on behalf of the Employee as are approved in the County's annual budget (on a line item basis) or as authorized separately by the County Commission.

SECTION 10. PROFESSIONAL DEVELOPMENT. The County agrees to pay reasonable and customary travel and subsistence expenses for the Employee's travel to and attendance at the International County/ County Management Association's annual conference, the Florida County and County Management Association's annual conference and the Florida Association of Counties annual conference. The County may choose to pay for the Employee's attendance at other seminars, conferences, and committee meetings as it deems appropriate and as are approved by Commission action.

SECTION 11. COUNTY RESIDENCY AND RELOCATION EXPENSES. The Employee agrees to maintain residence within the corporate limits of the County throughout the term of this Agreement.

SECTION 12. INDEMNIFICATION.

A. County shall defend, save harmless, and indemnify the Employee against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Employee reasonably believes to be in the scope of his duties or function, unless he acted in

bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The County may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The County shall not be liable for the acts or omissions of the Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. To the maximum extent permitted by law, the County and the Employee shall rely on the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law

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 the Employee's capacity as County Administrator, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the County.

SECTION 13. BONDING. The County agrees to bear the full cost of any fidelity or other bonds required of the Employee as County Administrator under any policy, regulation, ordinance or law.

SECTION 14. CODE OF ETHICS. Inasmuch as the Employee is an active full member of the International County/ 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 Employee's conduct and actions as County Administrator of the County.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board shall fix any other terms of employment as it may determine desirable

from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the laws of Florida, or any other applicable law.

B. In addition to benefits specifically enumerated herein for the benefit of the Employee, all provisions of law and regulations and rules of County relating to annual and sick leave, life insurance, disability benefits, retirement and pension system contributions, holidays, health insurance, and other fringe benefits as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of County, except as otherwise provided for herein.

SECTION 16. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IT WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2023.

ATTEST:

Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE, FLORIDA**

BY: _____
Chair

As approved by the Board on _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____

COUNTY ATTORNEY

GEORGE LANDRY

Date