

February 13, 2018 - Regular Meeting  
Agenda Item #59

Subject

County Attorney Employment Agreement

Briefings

None

Contact and/or Presenter Information

Commissioner Robin DiSabatino

Action Requested

The Board of County Commissioners to review, compare, and assess whether there needs to be more of a similarity and discuss the pros and cons between the County Attorney and County Administrator's contracts.

Enabling/Regulating Authority

Background Discussion

The County Attorney and the County Administrator have two entirely different contracts.

- Do we need to address if we want to conduct formal evaluations conducted on a yearly or periodic basis?
- Do we want to address having contract date similarities as well as compensation packages?
- We also need to compare their contracts with State Statutes.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Cost and Funds Source Account Number and Name

Amount and Frequency of Recurring Costs

Attachment: [15-05-05 Employment Agreement MOP.pdf](#)

Attachment: [17-09-18 Employment Agreement EJM.pdf](#)

Attachment: [FS 125.73.pdf](#)

## COUNTY ATTORNEY EMPLOYMENT AGREEMENT—FIRST RESTATEMENT

**THIS AGREEMENT** is entered into by and between MANATEE COUNTY (hereinafter "County"), a political subdivision of the State of Florida, and MITCHELL O. PALMER (hereinafter "Attorney").

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. LICENSURE

The Attorney is and shall remain duly authorized to practice law in the State of Florida.

2. ATTORNEY-CLIENT RELATIONSHIP

The Attorney shall be responsible for representing, and is hereby authorized to represent the Board of County Commissioners as its County Attorney, and to provide legal services, including management and participation in all litigation and other such legal services required to protect the interests of the County, including rendering of legal advice and the performance of other legal and administrative responsibilities as described elsewhere herein, to the Board of County Commissioners, and to such other departments and agencies of County Government that the Board of County Commissioners, with the consent of the Attorney, may from time to time authorize and direct.

3. DUTIES

The duties, responsibilities and authority of the Attorney shall include, without limitation:

- a. Managing and supervising the Office of the County Attorney, in accordance with this Agreement and Sections 2-2-30 through 2-2-35, Manatee County Code of Ordinances (as may be amended from time-to-time).
- b. Coordinating with the County Administrator and various departments and offices under his jurisdiction, regarding all matters affecting or implicating legal issues in the overall county administration including, without limitation, budgetary, personnel and procurement matters.
- c. Providing legal advice and counsel to, and legal representation of, the Board of County Commissioners, and, at the request of the Board of County Commissioners, the departments and agencies of the County.
- d. Advising and providing recommendations to the Board of County Commissioners regarding the need for all counsel to be retained to provide legal representation in specified matters.
- e. Supervising, monitoring or coordinating, as appropriate, the representation, services and work of outside attorneys employed pursuant to paragraph d. above.

- f. Providing supervision, monitoring and coordination for the operations of Risk Management as they relate to workers' compensation, general and property liability and safety, together with administration of the Self Insurance Ordinance.
- g. Such other duties as the Board of County Commissioners may assign with the concurrence of the Attorney.

#### 4. ETHICS

Nothing herein contained shall be construed as requiring the Attorney to render legal services in any particular circumstances where, in the professional discretion and judgment of the Attorney, the rendering of such legal services would violate applicable ethical standards including the provisions of the Rules Regulating The Florida Bar or create a direct conflict of interest between the County and the Attorney.

#### 5. EMPLOYEE BENEFITS

The Attorney shall be a full time employee of the County and, except as qualified by or inconsistent with the terms of this Agreement, shall be entitled to the benefits and prerogatives of County employees generally, including, without limitation, those pertaining to holidays, vacation, sick leave and compensatory time, retirement and pension system contributions, core life and health insurance benefits, core long term disability benefits and working conditions; provided, however, the Attorney shall be entitled to the following additional benefits:

- a. Attorney shall be permitted to enter the Florida Retirement System's DROP program, as established by Florida Law and County policy, and to enjoy the benefits thereof pertaining to retirement.
- b. Upon termination of his employment for any reason, voluntary or involuntary, in addition to other benefits, the Attorney shall be entitled to receive payment of one-fourth (1/4) of his total accumulated unused sick leave, not to exceed 240 hours.
- c. The Attorney shall be permitted to accrue 475 hours of unused vacation time at the rate provided by the Manatee County Personnel Policy. Accrued unused vacation hours in excess of that amount at the end of any calendar year shall be deducted from the Attorney's vacation time balance.
- d. The Board of County Commissioners shall pay the premiums for and otherwise provide to the Attorney a long term disability insurance policy covering the Attorney, as such plans are established by programs under the auspices of The Florida Bar or other bar or professional associations of which the Attorney is a member, to provide for payments to the Attorney of a sum that, when added to the core long term disability benefit provided to county employees generally, shall equal two thirds (2/3) of the Attorney's then existing annual salary, payable in installments during his disability. Said policy shall remain in full force and effect as long as the Attorney is employed with the County.

- e. In addition to the Attorney's base salary (and not as a deduction therefrom) and as further incentive to retain the services of the Attorney, the County shall fund, at seven and one-half percent (7.5%) of the Attorney's annual base salary (but not to exceed the maximum annual contribution allowed under Section 457 of the Internal Revenue Code), a deferred compensation account, in the name of the Attorney, to be held and administered by an entity chosen by the Attorney, which sum shall be payable in 26 pro rata installments each pay period beginning immediately upon execution of this Agreement.

6. OUTSIDE ACTIVITIES

It is recognized that the Attorney will necessarily devote considerable time outside normal business hours to the business of the County, consistent with his position as County Attorney and his responsibilities as a professional. Nothing herein shall prohibit the Attorney from (a) completing matters that are ongoing as of the date of execution of this Agreement, pursuant to the winding down of his private practice of law, or (b) with the consent of the Board of County Commissioners, devoting his own time to other professional pursuits, to include teaching. However, none of the aforementioned activities shall interfere with the full and proper performance of the Attorney's duties as County Attorney.

7. BASE SALARY

The base annual salary of the Attorney shall be \$185,705.10, and shall be payable in 26 pro rata installments in the same manner as all other County employees.

8. SALARY INCREASES

The Attorney's base pay shall automatically be increased each October 1 in the same percentage as salary increases accorded by law to the County Commissioners; provided, however, that the Attorney may be awarded additional increases in compensation from time to time by vote of the Board of County Commissioners in recognition of meritorious performance of his duties.

9. PROFESSIONAL DUES, FEES AND SUBSCRIPTIONS

The County agrees to pay, to the extent permitted by law, the dues, fees and subscriptions necessary for the Attorney's continuing membership in The Florida Bar, for continuing legal education, for board certification, and for his membership or participation in such professional organizations and associations as the Attorney may deem necessary or advantageous to the performance of his duties hereunder.

10. WORK PRODUCT

The work product of the Attorney, including all documents and other results of professional legal services performed and rendered by the Attorney for the County, shall be the exclusive property of the County. Upon termination of this Agreement or termination of the employment of the Attorney, all of such work product, documents and other results shall be peacefully surrendered by the Attorney to the County.

## 11. TERMINATION/RESIGNATION

Recognizing the confidential relationship that will exist between the Attorney and the County in performance and rendition of professional legal services by the Attorney for the County, and the necessity for trust and confidence between the parties, this Agreement and the employment of the Attorney by the County may be terminated as follows:

- a. (1) At the will of the Board of County Commissioners, in which case the Attorney may be removed, after written notice given four weeks in advance, by an affirmative vote of not less than four (4) members of the Board of County Commissioners at a public meeting wherein the Attorney has the opportunity to be present.
- (2) In the event the Attorney is terminated under this provision and is willing and able to perform the duties of the County Attorney, then, and in that event the County shall pay the Attorney a severance lump sum equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.
- b. In the event the Attorney is unable to perform his duties as a result of illness or other casualty or calamity which prevents the Attorney from undertaking his responsibilities, he may resign and shall receive a lump sum payment equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.
- c. In the event the Attorney shall voluntarily resign his position in good standing, he shall be entitled to a lump sum payment equal to the Attorney's aggregate salary for one (1) month and, in addition, payment of all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon separation from employment.
- d. The parties may terminate this Agreement on such other terms as they mutually agree.

## 12. TERMINATION FOR CAUSE

This Agreement and the employment of the Attorney may be terminated by the County "for cause" upon a presentation, after reasonable notice to the Attorney, at a meeting of the Board of County Commissioners, at which the Attorney has the opportunity to participate, which establishes that:

- a. The Attorney is no longer duly qualified and licensed to practice law in the State of Florida, or

- b. The Attorney has been convicted or adjudged guilty of a felony or any serious misdemeanor involving the moral turpitude of the Attorney, or
- c. The Attorney is elected or appointed to a public office, or
- d. The Attorney is guilty of misconduct as defined in Section 443.036 (29), Florida Statutes.

If this Agreement is terminated "for cause" as defined herein, the County shall not pay the severance sum described in paragraph 11a., but shall be obligated to pay all other accrued benefits as stated herein.

13. AUTOMOBILE

The Attorney's duties require that he use his automobile from time to time during employment with the County in various matters and at unscheduled times. In lieu of providing him with the unrestricted use of an automobile, the Attorney shall have and receive an automobile allowance of \$450.00 per month, payable in a manner to be determined by the Clerk of the Circuit Court. For all out of county travel, the Attorney shall be reimbursed in the same manner as other county employees when operating leased or privately owned vehicles or utilizing commercial carriers and for meals and lodging.

14. LIFE INSURANCE

In addition to the disability, health, and core life insurance herein agreed to, the County shall pay the premiums for and otherwise provide to the Attorney a term life insurance policy in the amount of two hundred fifty thousand dollars (\$250,000.00), with said policy to remain in full force and effect as long as the Attorney is employed with the County. Said policy shall be placed with a life insurer possessing an A.M. Best Company, Inc. Financial Strength Rating of "A" or better.

15. REMEDY/INDEMNIFICATION

The County specifically agrees that because the Attorney is a full time employee of the County, the sole remedy available to the County for any error, omission, negligence, malpractice or the like, of the Attorney is termination of his employment. To the fullest extent permitted by law, the County shall indemnify the Attorney for judgments entered against the Attorney related to his official acts on behalf of the County; provided, however, that the Attorney shall not be indemnified for intentional wrongful acts.

16. SEVERABILITY

If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable for any reason, all remaining portions of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

17. SURVIVAL OF OBLIGATIONS

Any obligation set forth herein, the performance of which would naturally survive the termination of this Agreement, shall so survive.

18. SENIOR MANAGEMENT

The County Attorney shall be designated as a Senior Management position for purposes of the Florida Retirement System.

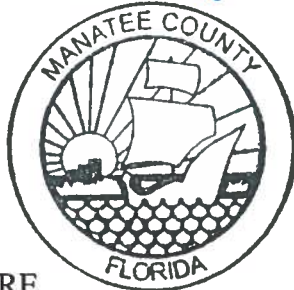
19. TERM

The Attorney commenced employment as the County Attorney on April 18, 2012. This Agreement serves as a restatement of the original employment agreement, except that certain financial aspects of the original agreement are modified herein. This Agreement shall continue in effect until terminated by either party or by mutual agreement.

20. AMENDMENTS

This Agreement may be amended in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed in duplicate this 5<sup>th</sup> day of May, 2015.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

[Signature]  
CHAIRPERSON

ATTEST: R.B. SHORE  
CLERK OF CIRCUIT COURT

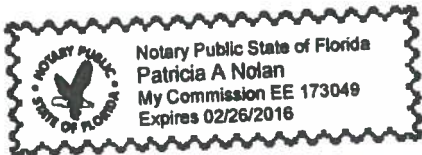
BY: [Signature]

[Signature]  
MITCHELL O. PALMER  
ATTORNEY

STATE OF FLORIDA  
COUNTY OF MANATEE

ACKNOWLEDGED before me this 5<sup>th</sup> day of May, 2015, by Mitchell O. Palmer, who is:

personally known to me, or who  
 produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida at Large  
Printed Name: Patricia A. Nolan  
My Commission Expires: 2/26/2016  
Commission No. EE 173049



**EMPLOYMENT AGREEMENT  
EDWIN JAMES HUNZEKER**

This Employment Agreement is made and entered into this 18<sup>th</sup> day of September, 2017 ("Effective Date"), by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and EDWIN JAMES HUNZEKER, hereinafter referred to as "ADMINISTRATOR."

WHEREAS, Florida Statute § 125.73 and Manatee County Code § 2-2-23, as may hereafter be amended or renumbered, provide for the appointment, by contract, of a County Administrator by the Board of County Commissioners ("BOARD"); and

WHEREAS, ADMINISTRATOR has served as County Administrator for Manatee County since January 15, 2007, pursuant to a series of contracts; and

WHEREAS, the BOARD acknowledges the Administrator's significant work and contribution to the management of the County as well as his positive impact on the community, and desires to secure the professional services of the ADMINISTRATOR for an additional 1-year term which exceeds his currently-scheduled departure date; and

WHEREAS, ADMINISTRATOR has agreed to continue in the position of County Administrator under the terms and conditions hereof; and

WHEREAS, ADMINISTRATOR shall serve as County Administrator commencing upon the Effective Date of this contract, receiving all of the benefits provided herein for so long as he remains County Administrator for Manatee County; and

WHEREAS, the COUNTY and ADMINISTRATOR agree that upon the Effective Date hereof, this contract shall supersede all prior contracts between the parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following terms and conditions:

**SECTION I – DUTIES and POWERS**

COUNTY employs ADMINISTRATOR to act as County Administrator for Manatee County, with the powers, duties and responsibilities set forth and applicable by the laws of the state of Florida and the laws and policies of the County, including but not limited to the powers enumerated in Florida Statutes § 125.74 and Manatee County Code § 2-2-23, as same may hereafter be amended or renumbered, and such other legally permissible and proper duties and functions as the BOARD shall from time to time assign.

**SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE**

A. Term: The term of this contract shall be from the Effective Date through Tuesday, January 29, 2019, or until the contract expires or is terminated earlier by either party as outlined herein.

B. Expiration and Termination: This contract shall expire by its own terms. Additionally, this contract may be terminated by the ADMINISTRATOR or by the BOARD in the following ways:

1. Termination by the BOARD:

a. The BOARD may terminate ADMINISTRATOR for cause conditioned upon the following:

(1) Cause is defined as follows: ADMINISTRATOR has been convicted or adjudged guilty of, or has pled no contest to, any felony or any first or second degree misdemeanor involving the moral turpitude of ADMINISTRATOR or, ADMINISTRATOR files to run for, or is elected or appointed to a public office, or ADMINISTRATOR willingly refuses to comply with any direct lawful instruction given by the BOARD unless prevented from doing so by some fact or opinion by the County Attorney or other lawful authority that the act is illegal, or ADMINISTRATOR is found by the BOARD to have committed an act of misconduct, as defined in Florida Statutes § 443.036(30).

(2) To the extent a cause termination is based upon a finding by the BOARD that the ADMINISTRATOR has committed an act of misconduct, as provided for above, should ADMINISTRATOR, subsequent to termination, obtain a final judgment of a court of competent jurisdiction, or final order of the Florida Commission on Ethics or other judicial or quasi-judicial authority with jurisdiction over the matter exonerating him, and after all time for appeal of such order expires, then ADMINISTRATOR'S termination shall thereafter be considered to have been without cause and he shall thereafter be entitled to the compensation due upon termination without cause, as set forth below in subdivision (b).

(3) Termination for cause shall occur only at a noticed public meeting and must be by an affirmative vote of at least four (4) members of the BOARD.

b. The BOARD may terminate ADMINISTRATOR without cause conditioned upon the following:

(1) Termination without cause shall occur only at a noticed public meeting and must be by an affirmative vote of at least four (4) members of the BOARD.

(2) If the BOARD elects to terminate ADMINISTRATOR for any reason other than for cause, then in addition to the leave payouts provided for in Section IV-D, E and F of this contract, the COUNTY shall pay to the ADMINISTRATOR severance pay in an amount equal to twenty (20) weeks of compensation. The COUNTY shall make the lump sum payment within ten (10) business days after the effective date of termination. The parties agree that if Florida Statute § 215.425 is amended to permit severance pay exceeding twenty weeks, the ADMINISTRATOR'S severance pay shall automatically increase to the maximum amount allowed by law but not to exceed fifty-two (52) weeks of compensation.

2. Resignation by the ADMINISTRATOR. If the ADMINISTRATOR resigns prior to the expiration of the contract or any extension thereof, he shall receive payment under this contract for the balance of his salary for the actual days he has performed his duties as ADMINISTRATOR and not for the remainder of his contract term. If ADMINISTRATOR resigns or is terminated for cause, he shall not be eligible for the severance payment described in B (1) (b) (2) of this Section.
3. Termination or extension by mutual agreement. This contract may be terminated or extended by mutual agreement of the ADMINISTRATOR and the BOARD in writing upon such terms and conditions as the parties deem to be mutually beneficial.
4. In all instances, the ADMINISTRATOR shall be entitled to all accrued benefits provided for in Section IV D. and E. to the same extent any other COUNTY employee would be similarly entitled.

C. Disability: The ADMINISTRATOR acknowledges and agrees that his services are unique and personal and his regular attendance to his duties is therefore essential to the performance of his position. If the BOARD finds that the ADMINISTRATOR has become permanently disabled, or is otherwise unable to perform his

duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, or if the office of ADMINISTRATOR becomes vacant, as provided for in Manatee County Code § 2-2-22(g), then this contract shall expire, and no severance shall be due.

### SECTION III – COMPENSATION

A. Base Salary:

1. ADMINISTRATOR shall be paid a base annual salary of \$209,185.60 per year, commencing on the Effective Date and payable in installments at the same time and in the same manner as applicable to regular full time employees of the BOARD.
2. To the extent the BOARD approves a general (cost of living) salary increase in any given budget year, ADMINISTRATOR'S base annual salary will increase at the same time and at the same percentage rate as other county employees in his same pay class and service length. ADMINISTRATOR is not eligible for any merit pay or bonus not provided for herein unless expressly approved by the BOARD.

B. Automobile: ADMINISTRATOR shall receive an automobile allowance of \$450.00 per month toward expenses incurred for use of a personal vehicle for COUNTY business within County boundaries. Nothing herein precludes ADMINISTRATOR from use of a COUNTY vehicle for work-related travel as needed.

C. Professional Dues, Travel and Job-Related Expenses:

1. COUNTY shall, consistent with Manatee County Code § 2-2-5, pay reasonable professional dues and subscriptions of ADMINISTRATOR that are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement.
2. COUNTY shall pay ADMINISTRATOR'S out of County travel and per diem expenses while on County business or while attending functions as a representative of, or on behalf of, COUNTY, or for short courses, institutes and seminars that are necessary for ADMINISTRATOR'S professional development and for the benefit of the County, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided by law.

### SECTION IV – BENEFITS

A. Life Insurance: In addition to such life insurance benefits otherwise available to other employees of the BOARD, COUNTY shall provide or pay for term life insurance in the face amount of \$150,000 for the duration of this contract.

B. Health Care Insurance: COUNTY shall make available medical and dental care coverage to ADMINISTRATOR on the same basis as other employees of the BOARD. Commencing on the date this contract's term (including any subsequent extensions thereto) ends (the "Insurance Start Date"), the COUNTY agrees to provide ADMINISTRATOR "employee plus one dependant" coverage for health insurance under the Manatee County Health Plan, as it would then exist and may thereafter be modified, until three years after the Insurance Start Date. Administrator shall continue to pay any premiums and deductibles required of other employees participating in that same Plan level during the three years of extended coverage.

C. Disability Insurance: COUNTY shall make available under its cafeteria benefits plan, disability insurance coverage to ADMINISTRATOR on the same basis as other regular full time employees of the BOARD.

D. Annual Leave: On the Effective Date and on each anniversary date hereafter, COUNTY shall credit

to ADMINISTRATOR'S beginning leave balance annual leave credits in the amount of one hundred eighty two (182) hours. There shall be no limitation placed on the amount of annual leave that may be carried over from one year to the next. ADMINISTRATOR may cash in up to one hundred and twenty (120) hours of annual leave in December of each calendar year. Upon termination of contract, payment will be made to ADMINISTRATOR for no more than five hundred (500) hours of unused annual leave remaining. This benefit is in lieu of, and not in addition to, any leave award or pay-out policies the COUNTY may adopt as to its non-contract employees. However, all balances credited to the ADMINISTRATOR prior to the Effective Date shall remain in said account for the benefit of and use by ADMINISTRATOR.

E. Sick Leave: On the Effective Date and on each anniversary date hereafter, County shall credit to ADMINISTRATOR'S beginning sick leave balance sick leave credits in the amount of one hundred twenty (120) hours. There shall be no limitation placed on the amount of sick leave that may be carried over from one year to the next. Upon termination of contract, payment will be made to ADMINISTRATOR for one half (1/2) of unused sick leave up to a maximum of four hundred twenty (420) hours. This benefit is in lieu of, and not in addition to, any leave award or pay-out policies the COUNTY may adopt as to its non-contract employees. However, all balances credited to the ADMINISTRATOR prior to the Effective Date shall remain in said account for the benefit of and use by ADMINISTRATOR. The ADMINISTRATOR is deemed to be a "key employee" for purposes of administration of FMLA policies.

F. Compensatory Leave: On the Effective Date and on each anniversary date hereafter, COUNTY shall credit to ADMINISTRATOR'S beginning compensatory leave balance compensatory leave credits in the amount of one hundred twenty (120) hours for emergency or unexpected work required of the ADMINISTRATOR in excess of normal work hours. There shall be no limitation placed on the amount of compensatory leave that may be carried over from one year to the next. Upon termination of contract, payment will be made to ADMINISTRATOR for a maximum of two hundred and forty (240) hours of unused compensatory leave.

G. Deferred Compensation: In addition to base salary paid by the COUNTY to ADMINISTRATOR, the COUNTY shall pay on ADMINISTRATOR'S behalf into ADMINISTRATOR'S account in a deferred compensation program or programs designated by ADMINISTRATOR, the maximum annual contribution allowed under Internal Revenue Code § 457, which shall include any amounts allowed as "catch up" payments. Said payments shall be made in 26 pro rata installments each pay period beginning immediately upon execution of this agreement.

H. Other: COUNTY agrees to make available to ADMINISTRATOR such other benefits as they now exist, and may be amended from time to time, which are provided for other regular full time employees of the BOARD. These benefits will include, but not be limited to, cafeteria plan options and contributions to the Florida Retirement System in the Senior Management Class, as that class may be defined by FRS from time to time.

#### **SECTION V – PERFORMANCE APPRAISAL**

The BOARD may define the goals and performance objectives of the ADMINISTRATOR for the coming appraisal period. The BOARD may review and appraise the job performance of ADMINISTRATOR annually on or before the anniversary date of the contract. Review and appraisal shall be in accordance with COUNTY'S performance appraisal criteria or other goals and criteria established by the BOARD, in consultation with the ADMINISTRATOR. Criteria may be added or deleted from time to time as the BOARD determines is in the best interests of the COUNTY.

#### **SECTION VI – OUTSIDE EMPLOYMENT**

ADMINISTRATOR agrees to devote his full working time to the performance of his duties and responsibilities under Section I, and agrees not to engage in other employment or any contractual relationships for personal services during the period of his employment with COUNTY.

**SECTION VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The BOARD, in consultation with ADMINISTRATOR, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of ADMINISTRATOR, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this contract or other applicable law. Notwithstanding the foregoing, the COUNTY'S Personnel Policies & Procedures Manual, as adopted and revised from time to time by the BOARD, shall apply to the ADMINISTRATOR to the extent relevant and not in conflict with this contract or general law.

**SECTION VIII – GENERAL PROVISIONS**

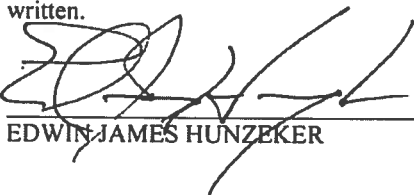
A. This contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This contract supersedes any prior agreement, written or oral, between the parties.

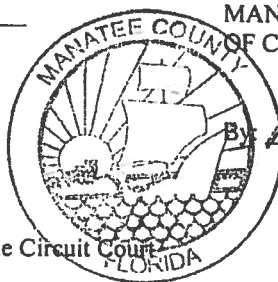
B. The anniversary date of this contract will be January 29<sup>th</sup> of each year. If any provision or portion of this contract is held to be unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. The parties agree that this contract has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D. The ADMINISTRATOR acknowledges that his decision to enter into this contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and had the opportunity to obtain financial planning expertise as he considered executing this contract. The ADMINISTRATOR further acknowledges that he is an individual member of FRS, and that as such, COUNTY makes no promises, offers no assurances, and cannot provide advice to him regarding the ramifications of any decision he makes concerning his participation in FRS, or any program thereof, including the Deferred Retirement Option Plan. The ADMINISTRATOR therefore holds the COUNTY harmless concerning said financial or retirement ramifications related to decisions he makes concerning such matters.

IN WITNESS WHEREOF, the Manatee County Board of County Commissioners has caused this Employment Agreement to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and ADMINISTRATOR has executed this Employment Agreement, in duplicate, the day and year first above written.

  
EDWIN JAMES HUNZEKER



MANATEE COUNTY BOARD  
OF COUNTY COMMISSIONERS

  
Chairperson

ATTEST:

Angelina "Angel" Colonnese, Clerk of the Circuit Court  
and Comptroller

By:   
Deputy Clerk

# The 2017 Florida Statutes

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[Title XI](#)  
COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
RELATIONS

[Chapter 125](#)  
COUNTY  
GOVERNMENT

[View Entire  
Chapter](#)

## **125.73 County administrator; appointment, qualifications, compensation. –**

(1) Each county to which this part applies shall appoint a county administrator, who shall be the administrative head of the county and shall be responsible for the administration of all departments of the county government which the board of county commissioners has authority to control pursuant to this act, the general laws of Florida, or other applicable legislation.

(2) The county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county. He or she shall be appointed by an affirmative vote of not less than three members of the board of county commissioners and may be removed at any time by an affirmative vote, upon notice, of not less than three members of the board, after a hearing if such be requested by the county administrator. The administrator need not be a resident of the county at the time of appointment, but during his or her tenure in office shall reside within the county.

(3) The compensation of the administrator shall be fixed by the board of county commissioners unless otherwise provided by law.

(4) The office of county administrator shall be deemed vacant if the incumbent moves his or her residence from the county or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The board of county commissioners may appoint an acting administrator in the case of vacancy or temporary absence or disability until a successor has been appointed and qualified or the administrator returns.

**History.**—s. 1, ch. 74-193; s. 821, ch. 95-147.

**COUNTY ATTORNEY EMPLOYMENT AGREEMENT—FIRST RESTATEMENT**

2 employees  
2018

**THIS AGREEMENT** is entered into by and between MANATEE COUNTY (hereinafter "County"), a political subdivision of the State of Florida, and MITCHELL O. PALMER (hereinafter "Attorney").

Timely  
Manned

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

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about

**1. LICENSURE**

The Attorney is and shall remain duly authorized to practice law in the State of Florida.

- # PLS  
in EOE

**2. ATTORNEY-CLIENT RELATIONSHIP**

The Attorney shall be responsible for representing, and is hereby authorized to represent the Board of County Commissioners as its County Attorney, and to provide legal services, including management and participation in all litigation and other such legal services required to protect the interests of the County, including rendering of legal advice and the performance of other legal and administrative responsibilities as described elsewhere herein, to the Board of County Commissioners, and to such other departments and agencies of County Government that the Board of County Commissioners, with the consent of the Attorney, may from time to time authorize and direct.

- how old is  
oldest one

Quanta  
or Report

work  
level

Turnover  
in 2015

what happens

**3. DUTIES**

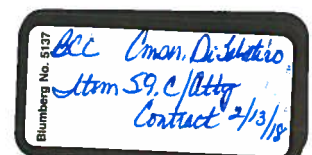
The duties, responsibilities and authority of the Attorney shall include, without limitation:

Volume  
of work  
vs qual  
of work

- a. Managing and supervising the Office of the County Attorney, in accordance with this Agreement and Sections 2-2-30 through 2-2-35, Manatee County Code of Ordinances (as may be amended from time-to-time).
- b. Coordinating with the County Administrator and various departments and offices under his jurisdiction, regarding all matters affecting or implicating legal issues in the overall county administration including, without limitation, budgetary, personnel and procurement matters.
- c. Providing legal advice and counsel to, and legal representation of, the Board of County Commissioners, and, at the request of the Board of County Commissioners, the departments and agencies of the County.
- d. Advising and providing recommendations to the Board of County Commissioners regarding the need for all counsel to be retained to provide legal representation in specified matters.
- e. Supervising, monitoring or coordinating, as appropriate, the representation, services and work of outside attorneys employed pursuant to paragraph d. above.

Total  
209926.50

Def =  
14,229.28





- f. Providing supervision, monitoring and coordination for the operations of Risk Management as they relate to workers' compensation, general and property liability and safety, together with administration of the Self Insurance Ordinance.
- g. Such other duties as the Board of County Commissioners may assign with the concurrence of the Attorney.

#### 4. ETHICS

Nothing herein contained shall be construed as requiring the Attorney to render legal services in any particular circumstances where, in the professional discretion and judgment of the Attorney, the rendering of such legal services would violate applicable ethical standards including the provisions of the Rules Regulating The Florida Bar or create a direct conflict of interest between the County and the Attorney.

#### 5. EMPLOYEE BENEFITS

The Attorney shall be a full time employee of the County and, except as qualified by or inconsistent with the terms of this Agreement, shall be entitled to the benefits and prerogatives of County employees generally, including, without limitation, those pertaining to holidays, vacation, sick leave and compensatory time, retirement and pension system contributions, core life and health insurance benefits, core long term disability benefits and working conditions; provided, however, the Attorney shall be entitled to the following additional benefits:

- a. Attorney shall be permitted to enter the Florida Retirement System's DROP program, as established by Florida Law and County policy, and to enjoy the benefits thereof pertaining to retirement.
- b. Upon termination of his employment for any reason, voluntary or involuntary, in addition to other benefits, the Attorney shall be entitled to receive payment of one-fourth (1/4) of his total accumulated unused sick leave, not to exceed 240 hours.
- c. The Attorney shall be permitted to accrue 475 hours of unused vacation time at the rate provided by the Manatee County Personnel Policy. Accrued unused vacation hours in excess of that amount at the end of any calendar year shall be deducted from the Attorney's vacation time balance.
- d. The Board of County Commissioners shall pay the premiums for and otherwise provide to the Attorney a long term disability insurance policy covering the Attorney, as such plans are established by programs under the auspices of The Florida Bar or other bar or professional associations of which the Attorney is a member, to provide for payments to the Attorney of a sum that, when added to the core long term disability benefit provided to county employees generally, shall equal two thirds (2/3) of the Attorney's then existing annual salary, payable in installments during his disability. Said policy shall remain in full force and effect as long as the Attorney is employed with the County.



\$215,425

cannot exceed works of salary except for contractual agreement.

e.

In addition to the Attorney's base salary (and not as a deduction therefrom) and as further incentive to retain the services of the Attorney, the County shall fund, at seven and one-half percent (7.5%) of the Attorney's annual base salary (but not to exceed the maximum annual contribution allowed under Section 457 of the Internal Revenue Code), a deferred compensation account, in the name of the Attorney, to be held and administered by an entity chosen by the Attorney, which sum shall be payable in 26 pro rata installments each pay period beginning immediately upon execution of this Agreement.

What are we needing this for? how much?

6. OUTSIDE ACTIVITIES

It is recognized that the Attorney will necessarily devote considerable time outside normal business hours to the business of the County, consistent with his position as County Attorney and his responsibilities as a professional. Nothing herein shall prohibit the Attorney from (a) completing matters that are ongoing as of the date of execution of this Agreement, pursuant to the winding down of his private practice of law, or (b) with the consent of the Board of County Commissioners, devoting his own time to other professional pursuits, to include teaching. However, none of the aforementioned activities shall interfere with the full and proper performance of the Attorney's duties as County Attorney.

7. BASE SALARY

The base annual salary of the Attorney shall be \$185,705.10, and shall be payable in 26 pro rata installments in the same manner as all other County employees.

+7.5%  
13,950  
(23,000  
net?)

8. SALARY INCREASES

The Attorney's base pay shall automatically be increased each October 1 in the same percentage as salary increases accorded by law to the County Commissioners; provided, however, that the Attorney may be awarded additional increases in compensation from time to time by vote of the Board of County Commissioners in recognition of meritorious performance of his duties.

9. PROFESSIONAL DUES, FEES AND SUBSCRIPTIONS

The County agrees to pay, to the extent permitted by law, the dues, fees and subscriptions necessary for the Attorney's continuing membership in The Florida Bar, for continuing legal education, for board certification, and for his membership or participation in such professional organizations and associations as the Attorney may deem necessary or advantageous to the performance of his duties hereunder.

10. WORK PRODUCT

The work product of the Attorney, including all documents and other results of professional legal services performed and rendered by the Attorney for the County, shall be the exclusive property of the County. Upon termination of this Agreement or termination of the employment of the Attorney, all of such work product, documents and other results shall be peacefully surrendered by the Attorney to the County.

11. TERMINATION/RESIGNATION

Recognizing the confidential relationship that will exist between the Attorney and the County in performance and rendition of professional legal services by the Attorney for the County, and the necessity for trust and confidence between the parties, this Agreement and the employment of the Attorney by the County may be terminated as follows:

a. ~~(1)~~ At the will of the Board of County Commissioners, in which case the Attorney may be removed, after written notice given four weeks in advance, by an affirmative vote of not less than four (4) members of the Board of County Commissioners at a public meeting wherein the Attorney has the opportunity to be present.

(2) In the event the Attorney is terminated under this provision and is willing and able to perform the duties of the County Attorney, then, and in that event the County shall pay the Attorney a severance lump sum equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.

In the event the Attorney is unable to perform his duties as a result of illness or other casualty or calamity which prevents the Attorney from undertaking his responsibilities, he may resign and shall receive a lump sum payment equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.

~~(3)~~ In the event the Attorney shall voluntarily resign his position in good standing, he shall be entitled to a lump sum payment equal to the Attorney's aggregate salary for one (1) month and, in addition, payment of all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon separation from employment.

d. The parties may terminate this Agreement on such other terms as they mutually agree.

12. TERMINATION FOR CAUSE

This Agreement and the employment of the Attorney may be terminated by the County "for cause" upon a presentation, after reasonable notice to the Attorney, at a meeting of the Board of County Commissioners, at which the Attorney has the opportunity to participate, which establishes that:

a. The Attorney is no longer duly qualified and licensed to practice law in the State of Florida, or

No AF for Performance Appraisal  
County Administration  
Section 184  
Statutorily  
Sick time  
accumulated  
(max)

Remove

- b. The Attorney has been convicted or adjudged guilty of a felony or any serious misdemeanor involving the moral turpitude of the Attorney, or
- c. The Attorney is elected or appointed to a public office, or
- d. The Attorney is guilty of misconduct as defined in Section 443.036 (29), Florida Statutes.

If this Agreement is terminated "for cause" as defined herein, the County shall not pay the severance sum described in paragraph 11a., but shall be obligated to pay all other accrued benefits as stated herein.

13. AUTOMOBILE

The Attorney's duties require that he use his automobile from time to time during employment with the County in various matters and at unscheduled times. In lieu of providing him with the unrestricted use of an automobile, the Attorney shall have and receive an automobile allowance of \$450.00 per month, payable in a manner to be determined by the Clerk of the Circuit Court. For all out of county travel, the Attorney shall be reimbursed in the same manner as other county employees when operating leased or privately owned vehicles or utilizing commercial carriers and for meals and lodging.

*where's going?*

*up to?*

*5,400/y  
car  
allow*

14. LIFE INSURANCE

In addition to the disability, health, and core life insurance herein agreed to, the County shall pay the premiums for and otherwise provide to the Attorney a term life insurance policy in the amount of two hundred fifty thousand dollars (\$250,000.00), with said policy to remain in full force and effect as long as the Attorney is employed with the County. Said policy shall be placed with a life insurer possessing an A.M. Best Company, Inc. Financial Strength Rating of "A" or better.

*V5  
150,000  
admin to h*

15. REMEDY/INDEMNIFICATION

The County specifically agrees that because the Attorney is a full time employee of the County, the sole remedy available to the County for any error, omission, negligence, malpractice or the like, of the Attorney is termination of his employment. To the fullest extent permitted by law, the County shall indemnify the Attorney for judgments entered against the Attorney related to his official acts on behalf of the County; provided, however, that the Attorney shall not be indemnified for intentional wrongful acts.

16. SEVERABILITY

If any provision or portion of this this Agreement is held unconstitutional, invalid or unenforceable for any reason, all remaining portions of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

17. SURVIVAL OF OBLIGATIONS

Any obligation set forth herein, the performance of which would naturally survive the termination of this Agreement, shall so survive.



18. SENIOR MANAGEMENT

The County Attorney shall be designated as a Senior Management position for purposes of the Florida Retirement System.

19. TERM

The Attorney commenced employment as the County Attorney on April 18, 2012. This Agreement serves as a restatement of the original employment agreement, except that certain financial aspects of the original agreement are modified herein. This Agreement shall continue in effect until terminated by either party or by mutual agreement.

20. AMENDMENTS

This Agreement may be amended in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed in duplicate this 5<sup>th</sup> day of May, 2015.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

[Signature]  
CHAIRPERSON

ATTEST: R.B. SHORE  
CLERK OF CIRCUIT COURT

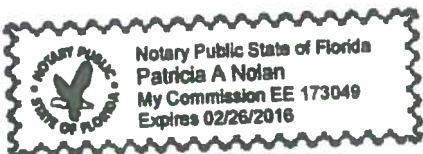
BY: [Signature]

[Signature]  
MITCHELL O. PALMER  
ATTORNEY

STATE OF FLORIDA  
COUNTY OF MANATEE

ACKNOWLEDGED before me this 5<sup>th</sup> day of May, 2015, by Mitchell O. Palmer, who is:

personally known to me, or who  
 produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida at Large  
Printed Name: Patricia A. Nolan  
My Commission Expires: 2/26/2016  
Commission No. EE 173049

*McKey Palmer*

*MP*

\*\*\* GRAND TOTALS \*\*\*

PAYMENTS				DEDUCTIONS			CONTRIBUTIONS		
Desc.	Cmnt No.	Hours	Payments	Desc.	No.	Amount	Desc.	No.	Amount
HOURLY	002	1,860.50000	170,217.62	FICA REG	001	7,886.40	FICA REG	001	7,886.40
HOLIDAY	005	88.00000	8,080.25	FICA MED	002	3,033.16	FICA MED	002	2,982.17
EDUC TRN	008	16.00000	1,450.08	FIT	004	36,483.68	RET HM	006	42,321.44
PERS HLD	009	24.00000	2,210.06	FRSDEDPT	014	5,707.66	ADMINFEE	103	96.00
REG VAC	101	76.00000	6,887.88	HCSA	104	1,320.00	FLEXADMI	106	61.92
VAC	108	147.00000	0.00	DENTALPT	107	900.00	HLTHEEFX	110	700.08
REG SICK	201	9.00000	815.67	EE+FAM	117	3,125.28	CO LIFE	113	439.60
PMALSICK	205	6.50000	595.66	ACH	201	137,201.04	CO AD&D	114	65.01
SICK	208	104.00000	0.00	MASS MUT	330	14,269.28	CO LTD	115	72.00
CO DEFCP	998	14,269.28000	14,269.28	**TOTAL:		209,926.50	CONTRACT	117	675.00
CAR ALLW	999	5,400.00000	5,400.00				COREOVER	118	1,084.38
**TOTAL:		21,749.28000	209,926.50				EE+FAM	121	16,713.60
							**TOTAL:		73,097.60