

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20_13	20_14	20_15	20_16	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes No _____

Budget Account No.: Fund 0001 Department 260 Unit 2100
 Object 1201 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

* Mr. Weisman's Salary is included in the current and proposed FY2014 Budget in the General Fund




OFMB 8/28/2013 Contract Dev. and Control 8/30/13

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 20 TO
CONTRACT BETWEEN PALM BEACH COUNTY
AND ROBERT WEISMAN, COUNTY ADMINISTRATOR**

This Amendment is made and entered into this _____ day of _____ 2013 by and between **Palm Beach County**, a political subdivision of the State of Florida, (hereinafter the "County"), and **Robert Weisman**, (hereinafter the "Administrator"), an individual residing at 12775 Stone Pine Way, West Palm Beach, Florida 33414-4740.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an employment contract dated December 17, 1991, (the Agreement R91-1876D); and

WHEREAS, the parties hereto have previously amended said Agreement; and

WHEREAS, the parties hereto desire to further amend said agreement.

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

SECTION 1. Section 1 of the Agreement is hereby amended to read as follows:

1. Effective October 5, 2013, the County shall pay to the Administrator an annual salary of \$259,140.41.

SECTION 2. Section 5 of the Agreement is hereby amended to read as follows:

5.A. The parties covenant and agree that the Administrator shall serve at the pleasure of the Board of County Commissioners and that the Board may remove the Administrator from his position as Administrator at any time that a majority of the Board of County Commissioners is unsatisfied with the Administrator's performance of his job duties as County Administrator. In the event that the County terminates this Agreement, the County shall provide as severance payments to the Administrator all salary and benefits provided for herein through the remaining term of this Agreement as amended; provided however, that the Administrator shall, in no event, receive more than the equivalent of twenty (20) weeks of compensation, calculated from the date of the County's notification of termination to the Administrator, pursuant to Florida Law.

B. In the event the County provides to the Administrator the required ninety (90) days written notice of non-renewal of this Agreement, the Administrator shall be entitled to receive as severance payments from the County, the equivalent of twenty 20 weeks of compensation, pursuant to the terms of this Agreement.

C. Notwithstanding anything to the contrary herein, if the County offers to the Administrator a bona fide alternative employment position in lieu of termination from County employment, the Administrator shall have the option, in his sole discretion, to accept such employment, in which case the severance payment requirements as described herein would be waived.

D. In the event the Administrator elects not to renew this Agreement by providing to the County the required ninety (90) day notice of non-renewal, the Administrator shall receive no severance payments from the County but shall be entitled to receive only the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

E. In the event the County terminates the Administrator for misconduct, as defined in s. 443.036(30), Florida Statutes, as amended, the Administrator shall receive no severance payment from the County.

SECTION 3. All other terms and provisions of the Agreement, as amended shall remain in full force and effect. This Amendment shall be effective upon execution hereof by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor, Steven L. Abrams

WITNESSES FOR ADMINISTRATOR

ADMINISTRATOR

Teresa Lawrence
Jacqueline K. Malloy

Robert Weisman
Robert Weisman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
County Attorney

COUNTY ADMINISTRATOR'S 2012-13 PERFORMANCE REVIEW / 2014-15 GOALS

EXAMPLES OF ACTIVITIES OVER THE PAST YEAR:

The following highlights my managerial involvement with our Departments and other agencies over the past year. In order to achieve the goals of the Board and try to assure a record of performance and achievement by our departments, I involve myself to the extent I perceive necessary on specific issues for which I hopefully can offer expertise or advice.

Airports: Worked with staff on public safety issues and facilities improvements.

Community Services: Worked with staff on homeless issues, Head Start and budget.

CO-OP Extension: Met with staff to discuss services, facilities and budget.

Criminal Justice: Addressed social service issues and funding.

DES: Discussed funding allocations and Federal grants.

Employee Relations: Met with staff to discuss personnel issues regarding specific employees and policies, termination processes and union negotiations/representation.

Engineering: Met with staff including on-site visits to discuss various issues and citizen problems including assessment projects, signal pre-emption, Acreage Reliever, etc.

Environmental Resources: Worked with staff on a variety of environmental land issues and budget.

Facilities: Worked on a number of project issues including Mecca, WPB TOD, Inter-relationship between communications and information technology, new Jail and budget.

OFMB: Worked to maintain financial strength in face of tax cuts. Budget preparation.

Fire Rescue: Discussed service to municipalities and standards issues, workload and response times, budget and hiring new chief.

ISS: Public Wi-Fi access, budget and capital projects.

Library: Participated in staffing, project and budget discussions.

Metropolitan Planning: Worked rail issues and new director hiring process.

Palm Tran: Provided input on Connection, routes, services, equipment and budget impacts.

Parks: Worked on relationship between recreation and environmental aspects of park properties, golf course issues, development plans for park properties, budget reduction.

PZ&B: Worked on a number of citizen issues including code enforcement complaints and planning issues relating to western development.

Public Information: Worked with staff on web development concepts, Palm Beach County Day, questions on day-to-day public information issues and Channel 20 service levels.

Public Safety: Worked with staff on hurricane response preparedness and Animal Care issues and budget.

Purchasing: Worked on encouraging local preference and small business retention.

COUNTY ADMINISTRATOR'S 2012-13 PERFORMANCE REVIEW / 2014-15 GOALS

CONTINUED

Risk Management: Worked on policy issues regarding medical and property insurance costs/coverage options, some specific insurance coverage issues for employees

TDC: Worked on Convention Center Hotel issues.

Water Utilities: Worked on Glades service issues, GKK pits for water resources, pipe construction coordination issues regarding roads, SFWMD coordination on resource planning and western service area issues.

The following are continuing and current goals that I have used to guide my performance over the past year.

- Administratively support all programs.
- Keep budget and operations as lean as possible.
- Maintain high level of communication with the public and the Board.
- Maintain highest ethical and professional standards.
- Assure that major issues are being managed properly by providing direction and oversight.
- Work to improve and maintain a team relationship with the Board and Staff.
- Address future levels of service/functions of government to reflect anticipated economic and revenue conditions in the future.
- Assure that public and intergovernmental communications are enhanced or maintained at a satisfactory level.
- Provide the Board with the best possible level of information and quality of discussion in regard to issues that come before them.
- Challenge Management Staff to higher levels of performance, presentation quality to the Board and review of internal controls.
- Enhance training to encourage employee development and organizational performance.
- Try to tie performance measures to Departmental needs and budget.
- Work to address any weakness in internal performance through our improvement efforts.
- Implement major Board initiatives.
- Work to improve Inspector General work output and relationships.

COUNTY ADMINSTRATOR'S 2012-13 PERFORMANCE REVIEW / 2014-15 GOALS

CONTINUED

PERFORMANCE OVER THE PAST YEAR

In general I feel that I have conducted myself in accordance with and to attempt to achieve the preceding goals. Some specific activities in these areas include.

- Have provided the Board with sound budgetary guidance. Maintained AAA Bond Rating.
- Have dealt with budget issues aggressively including maximizing vacant positions, addressing service levels, and minimizing public service impacts.
- Successfully addressed many Commissioner issues.
- Be knowledgeable of and participate in Board discussion as appropriate.
- Maintain accessibility to Staff and aggressively provide guidance as necessary, particularly for major project initiatives.
- Provide a positive working environment to encourage individual initiative and accomplishment.
- Strongly encourage employee training and improvement efforts.
- Maintain active involvement with local City Managers. Paid particular attention to Glades issues.
- Have continued to have contact with County employees including through the "Breakfast with Bob" Program and with other meetings with employee groups.
- Have continued to serve as the County's representative on the Seacoast Utility Authority Board.
- Have tried to benefit County's position on various issues through personal involvement.

CODE OF CONDUCT:

- Equal treatment and consideration to each Commissioner with cognizance of their individual prerogatives.
- Advise Board honestly.
- Keep Board informed.
- Maintain personal integrity.
- Irrespective of Staff opinion, explicitly carry out Board policy and direction.
- Perform duties in the public interest.

COUNTY ADMINSTRATOR'S 2012-13 PERFORMANCE REVIEW / 2014-15 GOALS

CONTINUED

SUMMARY:

In consideration of the preceding and the other information provided with this review, you may wish to consider these ten areas of rating. They are:

1. Public Communication
2. Internal Communication
3. Personal Conduct
4. Motivation
5. Analytical Judgment
6. Decision Making
7. Personnel Management
8. Business Management
9. Creativity
10. Attainment of Goals

I wish to thank the Board for your support and cooperation. I must particularly thank my Management Team, Department Directors and other employees. Your positive judgment of my performance is a reflection on their efforts, fiscal responsibility and dedication to the public good.