

ADD-ON

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 20, 2014

☐ Consent
☒ Regular

Department

Submitted By: COUNTY ADMINISTRATION/COUNTY ATTORNEY

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Employment Contract with John A. Carey, chosen by the Inspector General (IG) Committee to become Palm Beach County's Inspector General.

Summary: The Chair of the Palm Beach County Commission on Ethics, with the assistance of the County Attorney and County Administration, has negotiated a four (4) year Employment Contract with John A. Carey. The Employment Contract provides for a four (4) year term beginning June 23, 2014, a starting salary of \$175,000 per year, an automobile allowance, and includes benefits similar to those provided to all County employees

In accordance with Ordinance 2011-009, the Employment Contract is hereby presented for approval by a majority of the Board of County Commissioners. Countywide (DO)

Background and Policy Issues: On May 8th, 2014, the IG Committee, which is comprised of the Commission on Ethics, the State Attorney, and the Public Defender, interviewed seven (7) candidates for the position of Inspector General. Following the public interview process, the selection committee named John A. Carey to fill the position of Inspector General.

The contract of employment with the Inspector General is required by Ordinance to be substantially consistent with the terms included in the contracts of other County employees.

Attachment:

1. Employment Contract

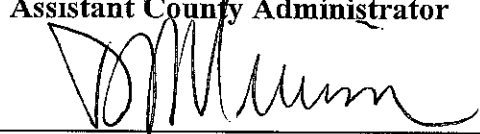
Recommended by:


Assistant County Administrator

Date

5/15/14

Approved by:


County Attorney

Date

5/16/14

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

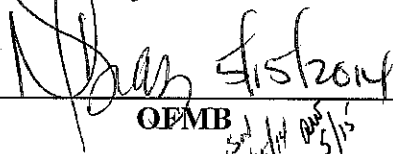
Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	68,456	243,825	243,825	243,825	182,869
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	68,456	243,825	243,825	243,825	182,869
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Current Budget?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Budget Account No.:	Fund 1483 Department 270 Unit 2100				
Object	Reporting Category				

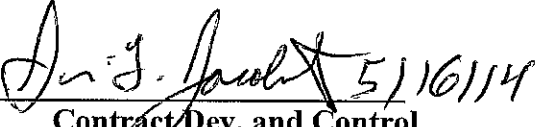
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
Starting in FY16, amount will increase equivalent to the County's cost increase.


OFMB
5/15/14 5/15


Contract Dev. and Control
at the time of our review,
the contract was in draft
form, and not executed.

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

n/a
Department Director

EMPLOYMENT CONTRACT – INSPECTOR GENERAL

THIS AGREEMENT, made and entered into _____, 2014, by and between the Board of County Commissioners of Palm Beach County, Florida, a political subdivision of the State of Florida, (hereinafter “County,”) and John Carey, hereinafter referred to as “Inspector General.”

WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do mutually agree as follows:

1. The County shall employ John Carey as the Inspector General of Palm Beach County pursuant to Ordinance No. 2011-009, the Palm Beach County Office of Inspector General Ordinance (hereinafter “Inspector General Ordinance”) for a period of four (4) years beginning June 23, 2014. The County shall pay the Inspector General a salary of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) per year, plus, effective October 1, 2015, any increase in salary in the same percentage as provided other County employees as determined by the Board of County Commissioners (hereinafter “Board,”) during its budget process. A continuing contribution on behalf of the Inspector General shall be made annually into the NACO Deferred Compensation Program in the amount of FIVE THOUSAND DOLLARS (\$5,000.00.) In addition, the County shall pay the Inspector General a car allowance monthly in the amount of FIVE HUNDRED DOLLARS (\$500.00) and reimbursement of

moving expenses incurred, not to exceed the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) and subject to the provisions of PPM CW-F-012.

2. The County shall provide the Inspector General with all benefits accruing to County employees under the Rules and Regulations for the Personnel Management Systems of Palm Beach County for administrative and executive positions, except to the extent modified by this Agreement. The Inspector General shall be entitled to the same health, life and disability insurance; sick, annual and other leave; and other fringe County benefits as now exist, or as are amended, to apply to employees of similar position and shall be entitled to increase and accrue such benefits in accordance with standard County policy relative to long-term employment with the County. Effective June 23, 2014, the County shall credit the Inspector General with eighty (80) hours of sick leave and eighty (80) hours of annual leave. The Inspector General shall be entitled to participate in the Senior Management Service class of the Florida Retirement System.

3. The Inspector General Committee shall provide notice of its decision to renew or not to renew this Agreement at least six (6) months prior to termination.

4. This Agreement may be terminated by the County only in accordance with the removal provisions set forth in Section 2-430 of the Inspector General Ordinance.

5. The Inspector General shall carry out the functions, authority and powers set forth in the Inspector General Ordinance as may be amended. See Ordinance attached as Exhibit "A."

6. The Inspector General may not represent a political party or be on any executive committee thereof, or seek public office during his or her term of service or for four (4) years thereafter. That limitation does not include seeking selection as Inspector General for a subsequent term. The Inspector General may not be a Lobbyist, as defined in Palm Beach County Code, Section 2-352, for two years after term of service.

7. The County shall defend the Inspector General in accordance with section 111.07, Florida Statutes, as amended. To the extent that the County is authorized to provide an attorney to defend the Inspector General pursuant to the aforementioned statute, the Inspector General may elect outside counsel to be retained by the County. Outside counsel's expenses shall be subject to the limits and procedures set forth in PPM CW-F-057 as may be amended, except for the provisions of Section 1A, as the hourly rate for attorney's fees for the Inspector General shall be an amount not to exceed Three Hundred Dollars (\$300.00) per hour.

8. The text of this document constitutes the entire Agreement between the parties and may only be modified in writing by the parties.

9. Any conflict between this Agreement and the Inspector General Ordinance, as amended, shall be resolved in favor of the Inspector General Ordinance.

10. 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.

IN WITNESS, whereof the parties have hereunto set their hands and seals on the date set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

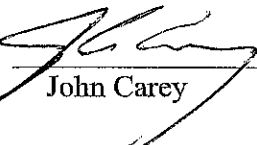
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

By: _____
Clerk


By: _____
Priscilla A. Taylor, Mayor

[SEAL]

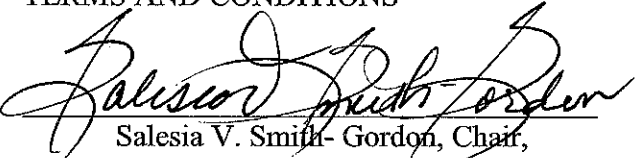
JOHN CAREY

By:  _____
John Carey

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 _____
County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

 _____
Salesia V. Smith- Gordon, Chair,
Palm Beach County Commission on Ethics