

4A-3

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2015

<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
 Submitted By: County Attorney's Office  
 Submitted For: County Administration

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends a motion to approve: Employment contract with Verdenia C. Baker, for the position of County Administrator.

**Summary:** As directed by the Board of County Commissioners (BCC), this is a contract for two (2) years with termination at the BCC's discretion, and provides for renewal of the contract, severance pay, and standard County employee and County administrative level benefits. The proposed contract provides for an annual salary of \$257,500 annually, deferred compensation as provided for by law, an auto allowance, and other benefits afforded County employees. Countywide (DO)

Background and Justification:

The Board of County Commissioners subsequent to its May 12, 2015 County Administrator Selection Meeting, selected the Deputy County Administrator Verdenia C. Baker to be the County Administrator. This action was taken as a result of the current County Administrator's retirement. The appointment is effective August 27, 2015 for a period of two years.

The contract between Palm Beach County and Verdenia C. Baker provides for a renewal after the two years, termination, severance pay, auto allowance, professional dues, vacation leave, sick leave, retirement and pension system benefits in accordance with Palm Beach County policy. A salary survey is also attached.

**Attachment:**

- a. Employment Contract
- b. Salary Survey

Recommended by:  6/30/15  
 County Attorney Date

Approved By: N/A \_\_\_\_\_  
 Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u><u>*</u></u>	<u><u>*</u></u>	_____	_____	_____

### # ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included In Current Budget? Yes  No \_\_\_\_\_

Budget Account Exp No: Fund 0001 Department 260 Unit 2100 Object \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

### 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:

\* Ms. Baker's salary is included in the current and proposed FY2016 budget in the General Fund

*[Signature]*  
 5/11 11/11  
 OFMB 2011  
 AR  
 2/1/15

*[Signature]* 7/1/15  
 Contract Dev. and Control  
 7-1-15 B Wheeler

### B. Legal Sufficiency:

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**EMPLOYMENT CONTRACT – COUNTY ADMINISTRATOR**

This Agreement is made and entered into this 7th day of July, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter “Board”) whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401, and Verdenia C. Baker (hereinafter also referred to as “Administrator”) an individual residing at 2231 Ridgewood Circle, Royal Palm Beach, Florida, 33411.

**WITNESSETH**

WHEREAS, Verdenia C. Baker is currently the Deputy County Administrator; and

WHEREAS, the Board, subsequent to a national search and selection process, selected Verdenia C. Baker as the most suitable candidate for the position of County Administrator;

WHEREAS, Verdenia C. Baker has accepted the position of County Administrator subject to the terms and conditions set forth herein below; and

WHEREAS, the Board finds this Agreement to be in the best interest of the public.

NOW, THEREFORE, in consideration of the promises 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:

**1. TERM OF AGREEMENT**

1.1 The Board shall employ Verdenia C. Baker as the Palm Beach County Administrator pursuant to Section 2.4 of the Palm Beach County Charter, for a period of two (2) years beginning August 27, 2015 and ending on August 26, 2017, subject to the renewal provisions set forth in Section 5 of this Agreement.

1.2 The Administrator shall serve at the pleasure of the Board and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Administrator, subject to the provisions set forth in Section 6 of this Agreement.

**2. DUTIES AND RESPONSIBILITIES**

2.1 The Administrator shall be responsible only to the Board and shall perform the duties of the Administrator as set out in the County Charter, Florida Statutes, Ordinances, and applicable Administrative Codes. The Administrator shall remain in the exclusive employment of the Board until termination of this Agreement, and shall not accept or become employed by any other employer until said termination. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on the Administrator’s time off, not in excess of ten (10) hours per week in a non-

conflicting capacity in accordance with the provisions of Florida Statutes, Section 112.311 et. seq., Code of Ethics for Public Officers and Employees, and other applicable provisions of law. At all times, and under all circumstances, County business shall take precedent and priority over and above other demands or commitments of the Administrator. During the term of this Agreement, and in any extensions thereof, the Administrator shall not participate in any political campaign or hold office in any political party or organization. The Administrator agrees to perform such other legally permissible and proper duties as the Board may direct.

### **3. SALARY AND BENEFITS**

3.1 The Board shall pay the Administrator an initial salary of \$257,500.00 annually, and a continuing annual contribution into the NACo Deferred Compensation Program in the maximum amount allowed by law, inclusive of any catch-up provisions. Administrator will receive a salary increase at the same percentage as other County employees.

3.2 The Board shall pay the Administrator a car allowance of \$500 per month.

3.3 The Board shall provide the Administrator with all the benefits accruing to County employees under the County's Merit Rules and Regulations for administrative positions, except to the extent modified by this Agreement.

### **4. PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES**

4.1 In support of the County's interests, Administrator shall attend and participate in appropriate professional meetings, conferences and seminars at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the County in accord with County's policies and state law, including membership fees and dues of Administrator in such organizations as she deems necessary and appropriate in the performance of her duties, and to maintain or improve her professional knowledge and skills. Administrator may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of her duties as Administrator.

### **5. RENEWAL**

5.1 This Agreement may be renewed for a mutually agreed upon term. Should the Administrator desire to renew this Agreement, she shall place the renewal of this Agreement on the agenda of a regularly scheduled Board meeting not less than ninety (90) days prior to the expiration of this Agreement. Either party shall give the other at least ninety (90) days written notice of their intent

not to renew this Agreement, in which case the agreement shall terminate (90) days after the written notice, unless it is otherwise terminated under the provision of Section 6.

**6. TERMINATION AND SEVERANCE PAY**

6.1 In the event the Board terminates the Administrator for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, the Administrator shall receive no severance payment from the Board.

6.2 In the event that the Board terminates Administrator without cause during the term of the Agreement, the Board shall provide as severance payments to the Administrator, all salary and benefits provided for herein through the remaining term of this Agreement, 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 Administrator's termination, pursuant to Florida Law.

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

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

6.5 In the event the Board 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 Board, the equivalent of twenty (20) weeks of compensation, pursuant to the terms of this Agreement.

6.6 Should the Administrator voluntarily resign her position before the expiration of the term of her employment, the Administrator shall provide the Board with ninety (90) days written notice of such resignation. Upon receipt of such notice, the Board may, at its option, require the Administrator to terminate her position at an earlier date than set forth in her resignation notice, but the Administrator shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

**7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

7.1 All regulations and rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits, and working conditions as they may now exist, or hereafter be amended, except to the extent specifically set forth in this Agreement, shall apply to Administrator as they would to other employees of the County.

**8. ENTIRE AGREEMENT**

8.1 The text of this document shall constitute the entire agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. All the provisions contained in this Agreement are subject to applicable provisions of Florida laws, charter provisions, and local ordinances. Board and Administrator acknowledge, understand, and agree that nothing within this Agreement can be modified, amended, or revoked except by and with the express written consent of both Board and Administrator.

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

ATTEST:  
SHARON R. BOCK, CLERK

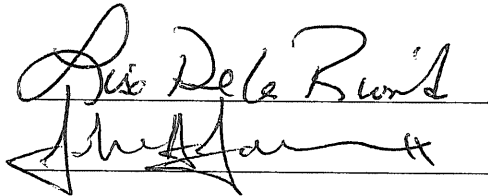
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

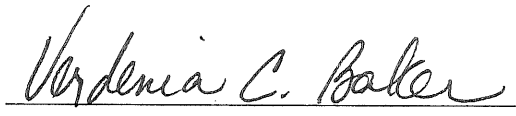
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor


WITNESSES FOR ADMINISTRATOR:

ADMINISTRATOR:

  
\_\_\_\_\_

  
Verdenia C. Baker

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
County Attorney

2015 COUNTY ADMINISTRATOR SALARY SURVEY

	PALM BEACH COUNTY	PINELLAS COUNTY	BROWARD COUNTY	ORANGE COUNTY	MIAMI-DADE COUNTY	HILLSBOROUGH COUNTY	LEON COUNTY	VOLUSIA COUNTY	CITY OF WEST PALM BEACH	CITY OF PEMBROKE PINES	PALM BEACH COUNTY SCHOOL DISTRICT
<b>TITLE</b>	County Administrator	County Administrator	County Administrator	County Administrator	Deputy Manager (X4)*	County Administrator	County Administrator	County Administrator	City Administrator	City Manager	Superintendent
<b>SALARY</b>	\$266,916	\$241,072	\$304,674	\$231,275	\$251,492*	\$260,000	\$205,667	\$227,914	\$210,894	\$274,996	\$325,000
<b>POPULATION</b>	1,397,710	925,338	1,783,757	1,199,627	2,572,821	1,275,617	276,969	497,100	102,436	162,329	1,397,710
<b>DEFERRED COMPENSATION</b>	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed	Max Allowed
<b>CAR ALLOWANCE (Monthly)</b>	Yes	Yes	Yes	No	No	No		County vehicle	Yes	Yes	No
<b>CELL PHONE ALLOWANCE (Monthly)</b>	Yes	Yes	No	No	No	No			Yes	Yes	Yes

\*County Administrator was replaced with an elected Mayor. The highest non-elected official is the Deputy Manager. There are currently four (4) Deputy Managers. This is the average salary of all four Deputy Managers.