PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Item: 6C-1

AGENDA ITEM SUMMARY

Meeting Date: June 3, 2025	[] Consent [] Workshop	[X] Regular [] Public Hearing	
Department: County Attorney Off	fice		
Submitted By: County Administrat	ion		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: the Employment Contract between Palm Beach County Board of County Commissioners (BCC) and Todd Bonlarron (Bonlarron) for the position of Interim County Administrator.

Summary: The County Administrator is retiring effective May 31, 2025 and the BCC is scheduled to interview applicants for the position on June 17, 2025. Accordingly, on May 20, 2025, the BCC appointed Assistant County Administrator Bonlarron, to serve as the Interim County Administrator. Bonlarron will serve as Interim County Administrator until the BCC appoints the next County Administrator. The proposed contract provides for an annual salary of \$355,000 a pro-rated deferred compensation contribution, auto allowance, and other benefits afforded to County employees. Countywide (DO)

Background and Policy Issues: The current County Administrator notified the BCC of her retirement effective May 31, 2025. In response, the BCC commenced a selection process for a new County Administrator that includes interviewing applicants for the position on June 17, 2025. Considering the intervening period between the County Administrator's retirement and the appointment of a new County Administrator, on May 20, 2025, the BCC appointed Assistant County Administrator Bonlarron to serve as the Interim County Administrator commencing on June 3, 2025, through to the appointment of the new County Administrator.

The contract between the BCC and Bonlarron provides for a return to his position as Assistant County Administrator after the BCC's appointment of a County Administrator, duties and responsibilities, termination, pro-rated deferred compensation contribution, auto allowance, professional dues, appraisal, and other employee benefits in accordance with Palm Beach County policy.

Attachments: Interim Employment Contract				
Recommended by:	County Attorney	5 27 2025 Date		
Approved by:	N/A	Date		

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Capital Expenditures External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT Is the Item Included in the Current Budget? Yes No	Fisca	l Years	2025	2026	2027	2028	2029
External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT Is the Item Included in the Current Budget? Soes this item include the use of Federal Funds? Budget Account No. Fund Department Unit Object B. Recommended Sources of Funds/Summary of Fiscal Impact: Fiscal Impact is indeterminable at this time. Any adjustments to the budget needed will be addressed on the year-end agenda item. C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: Society of the program of the	Capi	tal Expenditures					
In-Kind Match (County) NET FISCAL IMPACT							
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Is the Item Included in the Current Budget? Yes X No No X	-						
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B. Recommended Sources of Funds/Summary of Fiscal Impact: Fiscal Impact is indeterminable at this time. Any adjustments to the budget needed will be addressed on the year-end agenda item. C. Departmental Fiscal Review:	Is the Item Included in the Current Budget? Yes X No Does this item include the use of Federal Funds? Yes No X Does this item include the use of State Funds? Yes No X						
B. Recommended Sources of Funds/Summary of Fiscal Impact: Fiscal Impact is indeterminable at this time. Any adjustments to the budget needed will be addressed on the year-end agenda item. C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: Coffmb B 5 28 Contract Dev. and Control	Budge	et Account No.					
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A. OFMB Fiscal and/or Contract Dev. and Control Comments:	C.	Departmental Fiscal R	leview:				
Define State State Country Attorney C. Other Department Review: N/A State S	III. <u>REVIEW COMMENTS</u>						
B. Legal Sufficiency: Chief Assistant County Attorney C. Other Department Review:	A. OFMB Fiscal and/or Contract Dev. and Control Comments:						
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Chief Assistant County Attorney C. Other Department Review:	оғмі	B 5/28		Contract	Dev. and C	ontrol	
C. Other Department Review:	В.	Legal Sufficiency:					
N/A	Chief Assistant County Attorney						
	C. Other Department Review:						

This summary is not to be used as a basis for payment.

EMPLOYMENT CONTRACT – INTERIM COUNTY ADMINISTRATOR

This Agreement is made and entered into this 3rd day of June, 2025, 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 Todd J. Bonlarron (hereinafter also referred to as "Bonlarron") an individual residing at 164 Arlington Road, West Palm Beach, Florida, 33405.

WITNESSETH

WHEREAS, the County Administrator Verdenia C. Baker is retiring effective May 31, 2025; and WHEREAS, the Board is scheduled to interview candidates for the County Administrator position on June 17, 2025; and

WHEREAS, it is necessary for the Board to appoint an interim County Administrator until the Board selects a County Administrator; and

WHEREAS, the Board appointed Assistant County Administrator; Bonlarron to be the Interim County Administrator; and

WHEREAS, Bonlarron has accepted the appointment as Interim 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 Bonlarron as the Interim Palm Beach County Administrator pursuant to Section 2.4 of the Palm Beach County Charter, effective on June 3, 2025 and ending on the effective start date of the Board's selected County Administrator.
- 1.2 On the effective start date of Board's appointed County Administrator, Bonlarron's term as Interim County Administrator shall expire and he shall return to his previous position as an Assistant County Administrator with all the terms, conditions, salary and benefits consistent with that position.
- 1.3 Bonlarron 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 his services as the Interim County Administrator, subject to the provisions set forth in Section 6 of this Agreement.

2. DUTIES AND RESPONSIBILITIES

Administrator as set out in the County Charter, Florida Statutes, Ordinances, and applicable Administrator as set out in the County Charter, Florida Statutes, Ordinances, and applicable Administrative Codes. Bonlarron 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 while employed as Interim County Administrator. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Bonlarron'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 Bonlarron. During the term of this Agreement, Bonlarron shall not participate in any political campaign or hold office in any political party or political organization. Bonlarron 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 Bonlarron a salary of \$355,000.00 annually, and a prorated annual contribution into the NACo Deferred Compensation Program in the maximum amount allowed by law.

 Bonlarron will receive salary increases at the same percentage as other County employees.
- 3.2 The Board shall pay Bonlarron an additional contribution to his base salary in lieu of car allowance, in the amount of \$550 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 Bonlarron in such organizations as deemed necessary and appropriate in the performance of his duties, and to maintain or improve his professional knowledge and skills. Bonlarron may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of his duties as Interim County Administrator.

5. ANNUAL APPRAISAL

5.1 The BOARD will conduct an annual evaluation of Bonlarron in such form as the BOARD deems appropriate using goals and objectives established by the BOARD and consistent with Bonlarron's duties and responsibilities as set forth in Section 2 of this agreement. Bonlarron shall initiate the evaluation process on the approved goals and objectives for the applicable rating period, by submitting to the BOARD a self-appraisal of his performance for the rating period, sixty (60) days before the annual appraisal date as determined by the BOARD. The appraisal shall address performance related to each of the goals and objectives for said period's performance. The BOARD's failure to conduct the scheduled evaluation shall not constitute non-compliance with a material provision of this agreement.

6. TERMINATION AND SEVERANCE PAY

- 6.1 In the event the Board terminates Bonlarron for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, the Bonlarron shall receive no severance payment from the Board.
- 6.2 In the event that the Board terminates Bonlarron from the position of Interim County Administrator without cause during the term of this Agreement, the Board shall return Bonlarron to his previous position as Assistant County Administrator in lieu of termination from County employment as provided in Section 1.2 of this Agreement.
- 6.3 Should Bonlarron voluntarily resign his position before the expiration of the term of his employment, Bonlarron 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 Bonlarron to terminate his position at an earlier date than set forth in his resignation notice.

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 Bonlarron 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 Bonlarron 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 Bonlarron.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day set

forth above.	
ATTEST: JOSEPH ABRUZZO, CLERK	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:
WITNESSES FOR INTERIM COUNTY: ADMINISTRATOR:	INTERIM COUNTY ADMINISTRATOR
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY	
By:	
Chief Assistant County Attorney	