

**EMPLOYMENT AGREEMENT
EDWIN JAMES HUNZEKER**

This Employment Agreement is made and entered into this 18th 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

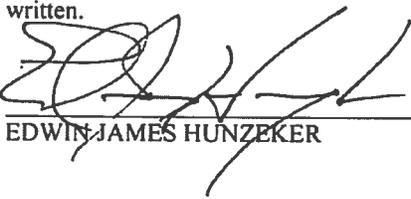
A. This contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This contract supersedes any prior agreement, written or oral, between the parties.

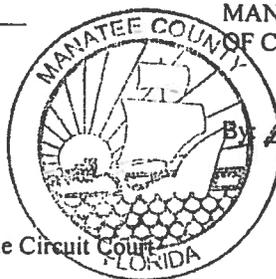
B. The anniversary date of this contract will be January 29th of each year. If any provision or portion of this contract is held to be unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect,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

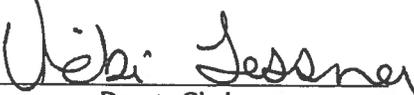


MANATEE COUNTY BOARD
OF COUNTY COMMISSIONERS


Chairperson

ATTEST:

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

By: 
Deputy Clerk