

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this ___ day of August, 2023 between St. Johns County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, hereafter referred to as "St. Johns County" or "County," and Junyao Andrews, hereafter referred to as "Employee."

WITNESSETH

WHEREAS, the County desires to employ the services of the Employee as County Administrator of St. Johns County on an interim basis due to the termination of the former County Administrator; and

WHEREAS, the Employee desires to accept employment as County Administrator of St. Johns County on an interim basis until such time that the County retains a permanent Administrator; and

WHEREAS, the Employee is being engaged in the capacity of County Administrator as provided by Chapter 125.74, Florida Statutes, and County Ordinance No. 2010-47, *as amended*; and

WHEREAS, this Agreement provides for the Employee's compensation, benefits and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the sufficiency of which is hereby acknowledged, the County and the Employee agree as follows:

1. DUTIES

A. Employee agrees to remain in the exclusive employment of the County as provided in this Agreement and to perform the functions and duties specified in Florida Statutes Chapter 125.74 and St. Johns County Ordinance No. 2010-47, as amended. Employee further agrees to perform such other legal and proper duties and functions as the Board of County Commissioners may assign from time to time.

B. The Employee agrees to faithfully, diligently and conscientiously perform the duties of County Administrator.

C. The Employee will avoid financial conflicts of interest, act solely on behalf of the County, act in a nonpartisan manner, and avoid the appearance of impropriety.

D. To the extent that there is no conflict with the provisions contained in this Agreement, Employee shall comply with all applicable County rules, policies, standards, and codes governing employee conduct.

E. The Employee shall reside within the County for the duration of this Agreement.

2. TERM OF EMPLOYMENT, TERMINATION, SUSPENSION, RESIGNATION

A. **Term.** This Agreement shall be effective on August 1, 2023, and shall continue until such time as the County hires a permanent County Administrator, unless earlier terminated as provided herein, provided however, that all Compensation and Benefits listed in Section 4 shall be computed and paid retroactive to July 19, 2023.

B. **Termination.** Either the County or the Employee may terminate this Agreement by providing at least sixty (60) calendar days prior written notice to the other party. Such notice shall include the date of the Employee's last day of work and the effective date of termination of this Agreement.

C. **Irrevocable Right to Terminate.** Nothing contained in this Agreement shall be construed to limit, prevent or otherwise interfere with the irrevocable right of the County to terminate the services of the Employee at any time, subject only to the applicable provisions of Chapter 125, Florida Statutes, the County Code of Ordinances and those provisions contained in this Agreement where matters of termination are addressed. In light of the scope and nature of this Agreement, in the event that the County terminates Employee's services upon less than sixty (60) calendar days prior to notice (Early Termination), then the County agrees to provide Employee with as much notice as practicable under the circumstance(s) giving rise to such Early Termination. Such Early Termination shall entitle Employee to Severance Pay as specifically provided herein.

D. **Suspension for Cause (Misconduct or Upon Commission of a Crime).** Notwithstanding any provision set forth herein, in the event of Employee's misconduct as defined in section 443.036(29), Florida Statutes, or Employee's commission of an illegal act, including but not limited to a judicial or administrative agency finding of a violation of the Sunshine Law (Chapter 286, Florida Statutes), the Public Records Law (Chapter 119, Florida Statutes) or the Ethics Law (Chapter 112, Part III, Florida Statutes), the County may immediately suspend Employee for cause with full pay and benefits at any time during the effective term of this Agreement.

E. **Resignation.** Nothing contained in this Agreement shall limit, prevent or otherwise interfere with the right of Employee to resign at any time from her position with the County subject to the provisions set forth herein. In such event, the Employee shall provide the County with no less than 30 calendar days prior written notice of the effective date of the resignation. This Agreement shall terminate upon the effective date of the resignation.

3. SEVERANCE PAY

A. In the event of Employee's Early Termination, the County shall pay the Employee's salary and health, dental and vision coverage for a period of sixty (60) days following notice of Early Termination, or the effective date of Early Termination, whichever occurs first. In accordance with Section 215.425, Florida Statutes, Employee shall not be entitled to such severance pay if she is terminated by the County for misconduct, as defined in Section 443.036(29), Florida Statutes, or if she is terminated for commission of an illegal act, as specified in Section 2. D. of this Agreement.

B. If such termination by the Board is for reasons other than misconduct, the

Employee hereby agrees to accept the Severance Pay as described herein in lieu of making any further claim or settlement of damages. The Employee further agrees to execute a release, holding the County, its officials, employees and agents from any liability arising under or stemming from the Agreement.

4. COMPENSATION AND BENEFITS

The County's available benefits programs shall apply to Employee as they are applied to senior management pursuant to the Administrative Code, provided that Employee complies with the terms of this Agreement.

A. **Salary.** County agrees to pay Employee for services rendered pursuant hereto an annual base salary of two hundred thirty-seven thousand dollars and no cents (\$237,000.00), payable in equal installments in accordance with applicable County policy. Nothing contained herein shall be construed to require the payment to Employee of overtime or compensatory time. The annual base salary shall be adjusted by the same percentage provided to non-union County employees each fiscal year of duration of Employee's employment.

B. **Health, Dental and Vision Coverage.** The County shall provide for one hundred percent (100%) of the County group health insurance plan premium for the Employee and her immediate family beginning on the effective date of this Agreement through and until the last day of the month in which Employee's employment ends.

C. **Leave.** The employee shall be credited with seven (7) days of vacation leave upon execution of this Agreement. Thereafter, the Employee shall accrue vacation leave at a rate of twenty (20) working days per year and all other leave in accordance with the St. Johns County Administrative Code (Code) as applied to senior management. Upon Employee's separation, payment for accrued, but unused, leave shall be made in accordance with the Code as applied to senior management.

D. **Deferred Compensation.** In addition to the annual salary described herein, the County agrees to contribute the equivalent of six hundred twenty five dollars (\$625) each month to a qualified deferred compensation program of the Employee's choosing for the term of this agreement.

5. TRANSPORTATION

A. Employee shall be responsible for providing her own automobile, and County shall provide a monthly automobile allowance in the amount of seven hundred dollars (\$700).

B. At her sole cost and expense, Employee shall secure and maintain a policy of automobile insurance acceptable to the County with limits of no less than one hundred thousand dollars (\$100,000) per person and three hundred thousand dollars (\$300,000) per occurrence for bodily injury liability, and one hundred thousand dollars (\$100,000) for property damage or the minimum required by Florida law, whichever is greater. A copy of a current insurance policy plus any amendment thereto will remain on file with the County at all times for the duration of this Agreement.

6. EXPENSES

At County's request, Employee may serve as a representative at certain activities, functions and events. In performing such official duties, County shall reimburse Employee for all related travel, lodging, and subsistence expenses reasonably incurred, subject to applicable provisions of the Florida Statutes as well as all applicable County policies, rules and regulations.

7. CONFERENCES AND PROFESSIONAL DEVELOPMENT

Employee agrees to attend any conferences or professional development as directed by the County. Expenses related to such events shall be paid in accordance with the County's Administrative Code. Unless otherwise authorized by the Board of County Commissioners, the County shall not be obligated to pay for more than two (2) professional association dues or membership fees on behalf of the Employee.

8. RETIREMENT

Employee shall be included in the Florida State Senior Management Retirement classification, and be provided any benefits thereof.

9. PROFESSIONAL LIABILITY COVERAGE

County shall include Employee within the County's liability insurance program including comprehensive general liability, errors and omissions coverage, and public official liability applicable to all acts of Employee arising out of her employment which shall be similar to what other governmental jurisdictions provide for this type of coverage.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Employee shall report directly to the Board of County Commissioners.

B. Employee shall have no outside employment during the term of this Agreement that interferes with her performance of her duties as County Administrator.

11. INDEMNIFICATION

To the extent required and otherwise allowed by law and local regulation, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving the sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of her employment, provided that Employee timely reports the same to the Board and cooperates fully and honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Employee if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Employee by the County for any acts or omissions committed within the scope of her employment hereunder, regardless of whether the notice or filing of a lawsuit for

such tort, claim, demand, or other legal or administrative action occurs during or following Employee's employment with the County. The provisions of this section shall not apply to any claim, demand, suit or cause brought or asserted against Employee for her acts or omissions committed while acting outside the course and scope of her employment under this Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property or civil rights.

12. GENERAL PROVISIONS

A. In light of the nature and scope of this Agreement, no assignment of this Agreement shall be made in whole or in part by either of the parties.

B. This Agreement constitutes the entire understanding and agreement between parties and supersedes any previous agreements whether made orally or in writing. Any amendments, revisions or changes to this agreement shall be made in writing and executed by each party hereto (or respective authorized representative).

C. This Agreement shall be binding between and inure to the benefit of the heirs, administrators, and executors of the parties.

D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect.

E. Venue for any action brought pursuant to this Agreement shall be in St. Johns County, Florida.

F. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.


IN WITNESS WHEREOF, the County, by its Chair of the Board of County Commissioners or other authorized official, and the Employee have signed and executed this Agreement on the day, month and year first written above.

WITNESS

ATTEST: Brandon Patty, Clerk

By: Deputy Clerk

EMPLOYEE:



ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Christian Whitehurst, CHAIR