

**7****AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***3/19/2024****BCC MEETING DATE****TO:** Joy Andrews, County Administrator**DATE:** March 5, 2024**FROM:** Sarah Arnold, Chairman**PHONE:** 904 209-0300**SUBJECT OR TITLE:** County Administrator Contract**AGENDA TYPE:** Business Item, Contract**BACKGROUND INFORMATION:**

The Board engaged GovHR USA to conduct a national search to hire a new county administrator. The Board appointed a selection committee to interview top-tier candidates and make a recommendation to the Board regarding which candidates to interview. GovHR USA provided the selection committee with the list of all applicants, as well as a recommended shortlist. The selection committee met in a public meeting to review this information and provided its guidance regarding which candidates are recommended for in-person interviews with the Board. On October 31, 2023, the Board selected Joy Andrews as County Administrator. This item represents the Contract between Joy Andrews and the County to serve as County Administrator.

**1. IS FUNDING REQUIRED?** Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** FY2024 Adopted Budget County General Fund**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to approve the terms and conditions of the Professional Services Agreement between St. Johns County and the County Administrator Joy Andrews, and to authorize the Chairman, or designee, to execute the agreement on behalf of the County.

**For Administration Use Only:****Legal:** Olivia Willis 3/11/2024**OMB:** JDD 3/13/2024**Admin:** Olivia Willis 3/11/2024

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY, FLORIDA  
AND  
JUNYAO ANDREWS**

**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement), made and entered into this 19<sup>th</sup> day of March 2024, between St. Johns County (County), a political subdivision of the State of Florida, by and through the St. Johns County Board of Commissioners (Board) and JUNYAO ANDREWS (collectively "the Parties").

**WHEREAS**, on October 31, 2023, the Board and Junyao Andrews agreed to enter into an employment agreement to continue the professional services of Junyao Andrews as County Administrator (County Administrator), in accordance with Chapter 125, Florida Statutes and the St. Johns County Code of Ordinances (the Employment Agreement); and

**WHEREAS**, the Board and the County Administrator desire to enter into an agreement; and

**WHEREAS**, the Board further desires to provide certain compensation and establish conditions of continued employment, in order to:

1. provide inducement for County Administrator to remain in such employment; and
2. encourage full work productivity by assuring County Administrator's high morale and future security; and
3. provide a just means for the separation of the County Administrator's services at such time as she may be unable or unwilling to fully discharge her duties, or when the Board may otherwise desire to discontinue her employment; and
4. recognize the non-political and impartial nature of the work of County Administrator as well as the grave threat posed by subjecting the county administrator to political influence, which will result in consequences of suffered essential services the county residents expected of her. Therefore, in the event that the County Administrator is subject to adverse political consequences that are not directly related to the Administrator's professional competency or work productivity, the County agrees to provide political adverse risk protection provisions include but not limited to fair evaluation process clause, non-discrimination clause, performance evaluation criteria, contract termination safeguards; and
5. provide a deterrent against malfeasance or dishonesty for personal gain; and
6. assure that the terms and conditions of the employment relationship are understood by the parties hereto.

**WHEREAS**, upon execution of this Agreement, the Board and the County Administrator hereby acknowledge that all terms and conditions contained in the previous Employment Agreement shall be deemed terminated and such termination of the Employment Agreement shall not be deemed nor construed as a break in the County Administrator's services to, or employment with, the County; and

**WHEREAS**, as more specifically detailed in Article VI below, in addition to the compensation and benefits provided pursuant to this Agreement, the County Administrator shall be entitled to the accumulation of deferred compensation and accrued, but unused, leave provided pursuant to the Employment Agreement; and

**WHEREAS**, the terms and conditions contained herein shall supersede any and all previous agreements regarding professional services by the County Administrator.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Article I. Effect of Recitals**

The above recitals are incorporated as a material part of this Agreement.

**Article II. County Administrator Duties and Obligations**

(1) The County Administrator agrees to remain in the exclusive employment of the County for the duration of this Agreement and perform the duties set forth in section 125.74, F.S. and County Ordinance No. 2010-47, each as amended.

(2) The County Administrator may engage in outside employment, such as teaching, speaking, or consulting work, provided such part-time activities do not interfere or conflict in time or interest with her responsibilities to the County, as interpreted solely by the Board. Nothing contained in this Agreement shall be construed to interfere with or to limit the County Administrator's military leave or civilian employment rights, as provided by applicable law.

(3) The County Administrator shall reside within the County limits during her tenure in office.

**Article III. Term and Renewal**

(1) **Term.** The term of this Agreement will be effective on October 31, 2023 (Effective Date), through and until November 1, 2027 (Expiration Date), unless renewed or earlier terminated as provided herein.

(2) **Renewal.** This Agreement may be renewed for additional terms of four (4) years (Renewed Term) upon mutual consent of the Parties, unless the Board provides written notice to the County Administrator of its intent not to renew at least one hundred eighty (180) days prior to the Expiration Date. The duration of the Renewed Term may be modified by an affirmative vote of a majority of the full membership of the Board.

#### **Article IV. Termination, Resignation and Suspension**

(1) Termination by the Board. The Board retains the irrevocable right to terminate this Agreement 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 and severance are addressed, including fair evaluation process clause, non-discrimination clause, performance evaluation criteria. Upon such termination, all services of the County Administrator shall also terminate. For purposes of Section 125.73, F.S., should the County Administrator request a hearing, such request shall be provided to the Board within three (3) business days of the notice of proposed termination.

(2) Resignation by the County Administrator. The County Administrator retains the right to resign at any time. In such event, the County Administrator must provide the County with no less than one hundred and twenty (120) days prior written notice of the effective date of the resignation. This Agreement shall immediately terminate with no further action required by the Board upon the effective date of such resignation.

(3) Suspension by the Board. The parties hereby acknowledge that the Board is authorized to suspend the County Administrator with full pay and benefits at any time during the effective term of this Agreement, if: (1) a super majority of the members of the Board and the County Administrator mutually agree; or if (2) after a public hearing in which a super majority of the members of the Board votes to suspend the County Administrator for Cause (as defined herein), subject to the County providing the County Administrator written notice of all charges and/or allegations giving rise to such Cause by no less than ten (10) days prior to the public hearing. For purposes of this Agreement, "Cause" is the County Administrator's misconduct as defined in section 443.036(29), F.S. or the County Administrator's commission of an illegal act, including but not limited to a judicial or administrative agency finding of a violation of the Government in the Sunshine Act (Chapter 286, F.S.), the Public Records Law (Chapter 119, F.S.) or of the Ethics Law (Chapter 11, Part III).

#### **Article V. Political Adverse Risk Protection Provision:**

(1) In the event that the County Administrator is subject to adverse political consequences unrelated to the Administrator's professional competency or work productivity, the County agrees to adhere to the following principles:

- Performance Evaluation Criteria: The evaluation of the County Administrator's performance shall be based solely on objective criteria related to the Administrator's professional competence, adherence to job responsibilities, and work productivity. Political considerations that do not directly impact job performance shall not be considered in performance assessments.
- Fair Evaluation Process: The County commits to conducting fair and impartial evaluations of the Administrator's performance, utilizing established performance indicators and benchmarks. The evaluation process shall be transparent, providing the Administrator with an opportunity to address any concerns or disputes.
- Non-Discrimination: The County agrees not to discriminate against the Administrator based on political affiliation, beliefs, or any factors unrelated to the Administrator's professional duties. Employment decisions, including but not limited to promotions, salary adjustments, or terminations, shall be made solely on the basis of job-related criteria.

(2) **Contract Termination Safeguards:** In the absence of a breach of professional duties or work productivity, the County Administrator shall be entitled to due process before any termination of the Agreement. The County will provide the Administrator with written notice of concerns, an opportunity to respond, and an impartial review process before making any decisions related to termination.

## **Article VI. Compensation**

(1) **Annual Base Salary.** As compensation for the services described in this Agreement, the County shall pay the County Administrator an annual base salary of two hundred eighty-five thousand dollars and no cents (\$285,000.00), payable in equal installments in accordance with applicable County policy. Such compensation shall be annually adjusted by five percent (5%) increase of the then existing base annual salary as a cost of living allowance or Board approved annual increase for countywide employees, whichever is greater, effective the first full pay period of October each calendar year.

(2) **Benefits.** The County Administrator shall be included in the Florida State Senior Management Retirement classification, and shall be provided any benefits thereof that are in addition to those afforded by this Agreement. If elected by the County Administrator, the County shall pay any cost related for the conversion from the defined contribution plan to the defined benefit plan in the Florida State Retirement System. The County shall provide for one hundred percent (100%) of the County group health insurance plan premium for the County Administrator and her eligible dependents. The County shall pay the County Administrator the premium for an accidental death and dismemberment insurance policy pertaining to her person, for a policy amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Such compensation may be included in the County Administrator's annual compensation plan and gross income as reported in accordance with IRS guidelines. The County Administrator shall be entitled to all other County Employee benefits and resources described in the policies and procedures including but not limited to County's Administrative Code.

(3) **Deferred Compensation.** Beginning October 31, 2023, in addition to her annual base salary, the County agrees to contribute seven percent (7%) of the County Administrator's current Annual Base Salary per year to the County's deferred compensation program. Such deferred compensation shall accrue during the County Administrator's service to the County. Upon the County Administrator's termination or resignation, such accrued amounts may be left in the chosen program, or received by the County Administrator in accordance with rules and requirements of the program and applicable IRS guidelines. Such compensation shall be included in the County Administrator's annual compensation plan and gross income as reported in accordance with IRS guidelines.

(4) **General Benefits.** The County Administrator shall be entitled to participate in, and receive residual benefits from, all other fringe benefit programs generally offered to other County employees, as they are applied to senior management. These shall include, but not be limited to, group insurance coverage, vacation leave allowances, sick and personal leave allowances, and the Florida State Retirement System. The County Administrator shall accrue vacation leave at a rate of thirty (30) working days per year. Accrued, but unused, vacation leave may be paid upon separation of employment but shall not exceed 385 hours. Similarly, the County Administrator shall be entitled to cash out up to twelve working days of accrued vacation leave each calendar year. In accordance with the Administrative Code, accrued, but unused, sick leave may be paid upon separation of

employment at a rate of one- fourth (1/4) of all unused accrued sick leave in full. Except as otherwise stated in this section, the County's vacation and sick leave programs shall apply to the County Administrator as they are applied to senior management pursuant to the Administrative Code, provided that the County Administrator complies with the terms of this Agreement.

(5) Accumulation of Benefits. The Parties hereby acknowledge and agree that, in addition to the compensation and benefits described above in Article VI of this Agreement, the County Administrator shall be credited with the accumulated amount of deferred compensation and accrued, but unused, leave provided in accordance with the Employment Agreement through and until the Employment Agreement termination date.

#### **Article VII. Transportation.**

(1) The County Administrator shall be responsible for providing her own automobile, and the County shall pay the County Administrator a monthly transportation allowance of seven hundred and forty-nine dollars (\$749) and is subject to annual indexing based on changes in the Consumer Price Index (CPI-U) or another relevant cost of living index.

(2) Within no more than thirty (30) calendar days of the Effective Date, at her sole cost and expense, the County Administrator 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 State law, whichever is greater. A copy of a current insurance policy plus any amendments thereto will be kept on file with the County at all times during the term of this Agreement.

#### **Article VIII. Expenses**

The County recognizes that certain activities and functions related to the County Administrator's position may entail costs associated with functions where the County Administrator is participating as a representative of the County or necessary in the performance of official duties. These costs include but not limited to public relations, community and employees engagement, communication and other operation related expenses, The County shall provide the County Administrator with a miscellaneous expenses allowance in the amount of Eight hundred and forty nine dollars (\$849) to the County Administrator to cover reasonable and necessary business-related expenses incurred in the performance of official duties, and the amount is subject to annual indexing based on changes in the Consumer Price Index (CPI-U) or another relevant cost of living index. The purpose of this allowance is to facilitate the efficient execution of the County Administrator's responsibilities.

#### **Article IX. Continued Professional Development and Education**

The County Administrator commits to actively participate in professional development activities and pursue ongoing education relevant to county governance and administration. This includes workshops, seminars, conferences, and advanced education opportunities. The Administrator agrees to stay informed of industry trends, engage in collaborative learning, provide regular reports on completed activities.

The County recognizes the importance of fostering continuous professional development for the County Administrator to enhance skills, knowledge, and capabilities relevant to their role in serving the community. Therefore, the County agrees to budget and pay for Professional Development and Education Expense to support the County Administrator's ongoing professional development and continued education. Allowable expenses include but not limited to travel, lodging hospitality, tuition and registration fees for courses, workshops, seminars, and conferences directly related to the County Administrator's role and responsibilities; Costs associated with professional certifications and licenses relevant to the County Administrator's position; Expenses related to obtaining education or training that enhance the County Administrator's skills and expertise in county governance and administration.

**Article X.      Office Space, Supplies and Equipment**

The County will provide the County Administrator with sufficient office space, office equipment, and other resources, supplies, materials, and equipment that are reasonably necessary to enable County Administrator to perform the services expected of a County Administrator. "Reasonably necessary" shall be deemed to include reasonable electronic equipment (laptop computer, cellular telephone, remote access, etc.), software, and communication ability for County Administrator to perform duties while at home or traveling. In addition, the County agrees to provide County Administrator with assistants, support staff, and experts reasonably necessary to enable County Administrator to perform the duties of County Administrator.

**Article XI.     Severance Pay**

(1) In accordance with section 215.425, F.S., the County Administrator shall not be entitled to severance pay if she is terminated by the Board for misconduct as defined in section 443.036(29), F.S., or if he is terminated for Cause as defined in this Agreement.

(2) In the event that the County Administrator is terminated by the Board for reasons other than misconduct or Cause, the County agrees to provide the County Administrator severance pay in an amount equal to twenty (20) weeks of compensation at her then existing rate of pay; and, continuation of group insurance coverage for the County Administrator and her eligible dependents for a period of twenty (20) weeks, which coverage shall be equivalent to the level of coverage provided on the date of termination. The cost of such coverage to the County shall not exceed the County's cost for such group insurance coverage on the date of County Administrator's termination. Any cost for coverage above that amount shall be the responsibility of the County Administrator. The severance pay provided may not exceed an amount greater than 20 weeks of compensation as described herein.

(3) If the County at any time reduces the County Administrator's annual base salary or other benefits described herein by a percentage greater than that of an across-the-board reduction for all County employees; or if after forty-five (45) days prior written notice, the County refuses to comply with any material provision of this Agreement, the County Administrator may, at her option, consider herself terminated for reasons other than misconduct or Cause, and applicable severance provisions contained in this Agreement shall be effective.

## **Article XII. Bonding**

The County shall bear the full cost of any fidelity or other bonds required of the County Administrator by applicable law or ordinance.

## **Article XIII. Performance Review and Evaluation**

(1) **Review and Evaluation.** For the effective term of this Agreement, at intervals of no more than once per fiscal year between August 1<sup>st</sup> and September 30<sup>th</sup>, the Board Chair (Chair) may review and evaluate the County Administrator's performance. At the Chair's discretion, the review and evaluation may be conducted either formally during a scheduled Board meeting or informally, subject to applicable local, state and federal open government provisions.

(2) **Scope of the Review and Evaluation.** The review and evaluation will assess the County Administrator's performance of all duties and responsibilities, and her exercise of the powers granted under this Agreement during the immediately preceding twelve (12) month period.

(3) **Recommendation by the Chair.** Within sixty (60) calendar days of such review and evaluation, the Chair will provide the County Administrator and each member of the Board a written recommendation regarding the County Administrator's performance. As part of such review, if the Chair determines that the County Administrator meets or exceeds expectations, the County Administrator's current annual base salary shall be increased by an amount equal to the amount of the maximum performance increase offered to County employees as part of the contemporaneous budget approval process. If no performance increases are offered to County employees as part of such budget approval process, the County agrees to provide a performance increase of up to three percent (3%) of the County Administrator's current Annual Base Salary, as determined by the discretion of the Chair.

(4) **Duty of the County Administrator.** By no later than July 31<sup>st</sup> of each year of the effective term of this Agreement, the County Administrator shall submit to the Chair a memorandum requesting review and evaluation of her performance.

(5) **Effect of No Review and Evaluation.** In the event that the Chair does not conduct the review and evaluation in any given year or years during the effective term of this Agreement, such event shall not constitute a breach of this Agreement. In such instance, the County Administrator shall receive a performance increase of three percent (3%) of the County Administrator's current Annual Base Salary, effective the first full pay period of October each calendar year.

(6) **Goals and Objectives.** Annually, the Board and the County Administrator may jointly define goals and performance objectives that are necessary for the proper operation of the County and to attain the Board's policy objectives. The Parties may also establish and reduce to writing a relative priority among those various goals and performance objectives, in light of the County's annual, operating and capital budgets and appropriations.

## **Article XV. 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 County Administrator 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 County Administrator within the scope of her employment, provided that County Administrator 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 County Administrator if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to County Administrator 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 County Administrator's employment with the County. The provisions of this section shall not apply to any claim, demand, suit or cause brought or asserted against County Administrator 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.

**Article XVI. General Terms, Conditions and Provisions**

(1) It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board to grant salary and benefit increases, or other perquisites of office. These are proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the County and the continued high morale of County Administrator.

(2) The text herein shall constitute the entire Agreement between the parties, and shall be binding upon, and inure to, the benefit of the County Administrator, her heirs, and her executors.

(3) If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable by a court, of competent jurisdiction, it shall be severable, and the remainder of this Agreement shall continue in full force and effect.

(4) Governing Law and Venue. This Agreement shall be construed according to the laws of State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

The terms and conditions of this agreement shall continue to govern the employment relationship between the County Administrator and the Board of County Commissioners, with the addition of the converted pension plan.

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

ATTEST: Brandon J. Patty, Clerk of the Circuit  
Court and Comptroller

ST. JOHNS COUNTY, FLORIDA, BOARD OF  
COUNTY COMMISSIONERS

By: Deputy Clerk

By: SARAH ARNOLD, CHAIR

COUNTY ADMINISTRATOR, JUNYAO ANDREWS