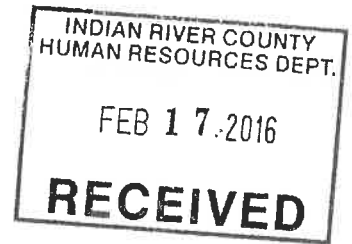


**EMPLOYMENT AGREEMENT  
BETWEEN  
INDIAN RIVER COUNTY BOARD OF COUNTY  
COMMISSIONERS  
AND  
JASON E. BROWN  
COUNTY ADMINISTRATOR**



**THIS AGREEMENT** made and entered into on February 2, 2016 by and between the Board of County Commissioners of Indian River County, Florida, a political subdivision of the State of Florida (hereinafter "Board" or "County") and Jason E. Brown (hereinafter "Administrator") for employment as County Administrator commencing July 1, 2016, or upon retirement or termination of the contract of the current County Administrator, whichever occurs first (the "Contract").

**WITNESSETH**

WHEREAS, the Board desires to employ the services of Jason E. Brown as County Administrator; and

WHEREAS, Administrator desires to accept employment as the County Administrator for the Board; and

WHEREAS, two employees, the County Administrator and the County Attorney, as County officers, work directly for the Board; and

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

**SECTION 1. ADMINISTRATOR'S DUTIES**

The Administrator shall be responsible for the administration of all departments responsible to the Board, except the County Attorney and County Attorney's staff. The Administrator shall also be responsible for the proper administration of all affairs under the jurisdiction of the Board. The Administrator's authority and duty shall include, but not be limited to, the powers and duties as found in the Indian River County Code Section 101.05.1 (a. through u.) and Section 125.74, Florida Statutes.

**SECTION 2. GENERAL POWERS OF COUNTY**

It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to s. 1(f), Art. VIII of the Florida Constitution.

### SECTION 3. ETHICS

Administrator shall abide by and perform all assigned duties in accordance with the ethical standards applicable to public officers, and all other applicable federal, state, and county laws, regulations and ordinances.

Administrator shall immediately notify the Board within three days of contact when an information has been filed by a prosecuting official against him, when indicted by a Grand Jury, or when arrested, for any offense or violation of law. The Board shall determine if it is in the best interests of the County to:

- a) Retain Administrator in his regular position pending court disposition; and/or
- b) Place Administrator on leave with or without pay until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
- c) Initiate disciplinary action up to and including termination.

In the event that Administrator pleads nolo contendere or guilty, or is found guilty of any job related offense or any offense that would adversely impact the County or the employment status of Administrator, or which would tend to affect the Administrator's relationship to the job or fellow workers, or negatively reflect on the reputation of the County, Administrator may be terminated from employment, without the severance or compensation set forth in Section 9, Severance, of this Contract.

### SECTION 4. ANNUAL COMPENSATION

For all services rendered by Administrator, Administrator shall be paid a salary of \$167,000.00 annually, payable in 26 biweekly installments of \$6,423.10 as adjusted for necessary deductions. In addition to salary, Administrator's compensation includes a car allowance in the amount equivalent to that granted to employees eligible for car allowances. Administrator's salary shall be increased by any cost-of-living increase granted other County employees.

### SECTION 5. ADDITIONAL BENEFITS

County provides employees with a number of benefits that are set forth in the Indian River County Administrative Policy Manual. These rights and benefits are available to Administrator on the same terms and conditions that they are available to a full-time, regular non-contract employee with the same initial hire date as May 1, 1998; provided, however, specific terms of this Contract shall control and govern if there is any conflict with benefits and rights afforded under the Indian River County Administrative Policy Manual.

County shall pay reasonable professional dues, continuing education, subscriptions, and certification fees for Administrator, in accordance with the usual and customary practice of local governments in Florida. The term continuing education includes travel, lodging, and per diem

expenses. The Administrator shall be included in the "Senior Management Service Class" of the Florida Retirement System.

County agrees to provide the Administrator an allowance of \$50 per month for a cell phone and up to but no more than an additional \$50 per month for other communication devices or services that are actually used by the Administrator in the performance of Administrator's job duties.

#### **SECTION 6. CONTRACT**

The Administrator acquires no property rights in employment but has only the contractual rights set forth or incorporated by reference in Contract.

#### **SECTION 7. TERMS**

The Contract is for an initial term from the commencement date written above until June 30, 2019 (the "Initial Term"). Unless written notice is provided to the other party at least 30 days before the expiration of the Initial Term or any subsequent term, this Contract shall automatically renew for consecutive 1 year terms, under the same terms as set forth in this Contract.

#### **SECTION 8. TERMINATION**

This Contract may be terminated by Administrator at any time and for any reason by resignation with 30 days' written notice, in which case Administrator will be paid through the last day worked, or by the County, at any time or for any reason, by giving Administrator 60 days' notice of termination. Any accrued sick leave will be paid on the same terms and conditions that they are available to a full-time, regular non-contract employee with the same initial hire date as May 1, 1998 in full, except that in no event shall County pay more than 300 hours, and accrued vacation leave will be paid on the same terms and conditions that they are available to a full-time, regular non-contract employee with the same initial hire date as May 1, 1998, except that in no event shall the County pay more than 15 weeks (562.5 hours), when this Contract is terminated.

#### **SECTION 9. SEVERANCE**

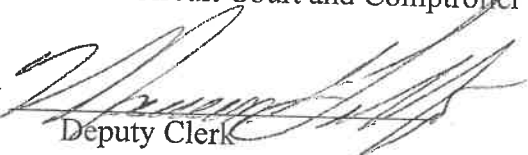
If County terminates this Contract after employment commences, but before June 30, 2017, County shall pay Administrator five months' severance. If County terminates this Contract between July 1, 2017 and June 30, 2018, County shall pay Administrator four months' severance. If County terminates this Contract after July 1, 2018 and June 30, 2019 or during any subsequent term after the Initial Term, County shall pay Administrator three months' severance. If County does not renew this Contract after the Initial Term or any subsequent term, County shall pay Administrator three months' severance.

County shall maintain Administrator's health insurance premiums for the same period of time. In the event Administrator must resign because of serious life threatening illness, certified by a medical doctor, which makes continued employment an impossibility, or under circumstances constituting constructive discharge, Administrator shall be entitled to the same severance package as listed above.

The provisions set forth in this Section 9, Severance, do not apply in the event this Contract is terminated per Section 3, Ethics, above.

**IN WITNESS THEREOF**, the parties have caused this agreement to be fully executed at Vero Beach on the date set forth above.

Attest: Jeffrey R. Smith,  
Clerk of the Circuit Court and Comptroller

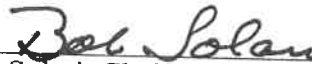
By   
Deputy Clerk

Date 2.12.2016

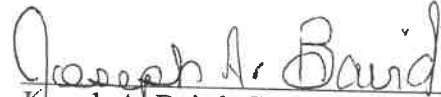
Approved as to legal form and sufficiency


  
Dylan Reingold, County Attorney

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By   
Bob Solari, Chairman  
BCC Approved: 2/2/16



  
Joseph A. Baird, County Administrator

  
Jason E. Brown