At the Special BOCC Meeting held on June 29, 2010, Board of County Commissioner's meeting, the Board approved the following:

Approval of amendments to contracts of County Administrator and County Attorney to change the language in the Compensation and Transportation paragraphs to meet the intent of the parties that the compensation be deemed general compensation, and comply with FRS.

Attached are photocopies of the subject documents for your handling. Should you have any questions, please feel free to contact this office.

cc:
Zenaida Rojas, Payroll Supervisor
File
AMENDMENT TO EMPLOYMENT AGREEMENT
COUNTY ADMINISTRATOR

THIS AMENDMENT is made and entered into this 21st day of July, 2010, between the Board of County Commissioners of Monroe County, Florida, hereinafter "County", and Roman Gastesi, hereinafter "Administrator."

WHEREAS, on April 16, 2008, the parties entered into an agreement for County Administrator for the period May 12, 2008, through May 11, 2012; and

WHEREAS, the contract has been interpreted by the County’s auditors and the Florida Retirement System (FRS) to preclude the inclusion in regular compensation, subject to state retirement calculations, of the automobile allowance; and

WHEREAS, all prior Monroe County Administrators and prior and current Monroe County Attorneys, the employees of Monroe County normally under contract, have received automobile allowance as regular compensation, subject to FRS contributions and included in retirement calculations; and

WHEREAS, both parties to this agreement contemplated that the compensation package, other than employee benefits listed in Paragraph 17, would be subject to County contributions to the FRS and included in the final average compensation computation for calculating retirement benefits;

WHEREAS, the County has been making the contributions into the FRS for the compensation heretofore described as salary and automobile allowance; and

WHEREAS, the parties find it in the best interests of both to amend the agreement to render the existing contract consistent with expectations of the parties; now therefore,

IN CONSIDERATION OF the mutual covenants contained herein, The Parties agree as follows:

1. 2. The contract entered between the parties on April 16, 2008 shall be amended to revise paragraphs 8, 9, and 17.D to read, effective May 12, 2008, as follows:

8. SALARY. As partial consideration for the agreements and services to be performed by the Administrator for the benefit of the BOCC and County as contained elsewhere in this Agreement, the BOCC will pay to the Administrator an annual salary of ONE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED DOLLARS ($163,300.00). After six months’ employment and an opportunity for the Administrator and any commissioner to confer regarding County policies and the role of the County Administrator, that salary shall be raised to ONE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED DOLLARS ($173,300.00), which amount shall be automatically increased on December 1, unless conflicting action is taken prior to that date. The salary shall be increased thereafter according to the County policy of cost-of-living and merit increases provided to other County employees.
A. The salary shall be paid in installments at the same time and in the same manner as other County employees are paid, and will be subject to all legally required deductions. Currently, payments are paid in equal biweekly installments (26 pay periods per annum).

B. Administrator shall be entitled to health, accidental death & dismemberment and life insurance coverage under County group policies.

9. TRANSPORTATION. Administrator agrees that he will be responsible for providing his own motor vehicle for transportation within the limits of Monroe County that may be necessary, required, or appropriate in fulfilling his responsibilities and duties under this Agreement. For travel out of Monroe County by motor vehicle, Administrator will be reimbursed by Board on a per trip basis at the rate allowed for under Chapter 112, Florida Statutes, with mileage calculated as if departure commenced at the Monroe County-MiamiDade County line and return ended at the Monroe County-MiamiDade County line. At its sole discretion, and upon request by Administrator, Board may authorize the reimbursement of Administrator’s actual expenditures where documented evidence is provided detailing the actual expenses incurred.

17. D. Other Customary Benefits. The Administrator shall have the right to participate in and receive the benefits of other employment-related benefits, other than in-county mileage reimbursement, as are available to other non-union County employees.

2. In all other respects, the Agreement entered April 16, 2008, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first set above.

Mayor Sylvia Murphy
Mayor Pro Tem Heather Carruthers
Commissioner George Neugent
Commissioner Mario Di Gennaro
Commissioner Kim Wigington

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

By [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairperson

Amend Ag Co Admin record...