

**COUNTY ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "COUNTY", and DeVann Cook, hereinafter called "COOK",

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to employ the services of COOK as its County Administrator ("Administrator"), as provided by Chapter 125, Florida Statutes, and County Ordinance 89-13; and

**WHEREAS**, it is the desire of COUNTY to provide certain benefits, establish certain conditions of employment and to set working conditions of said Administrator as an inducement; and consideration for Administrator entering this contract; and

**WHEREAS**, it is the desire of Administrator to accept employment as the County Administrator of said County.

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

**1. CONFIRMATION.** The COUNTY hereby confirms its appointment of COOK as Administrator and COOK hereby confirms his acceptance of such appointment as Administrator of Santa Rosa County.

**2. DUTIES.** COOK shall be responsible for the administration of all departments of County government under the jurisdiction of the Santa Rosa County Administrator, all in accordance with Santa Rosa County Ordinance 89-13, the applicable laws and ordinances of the State of Florida and the County and, such other matters as directed by the Board of County Commissioners. The specific powers and duties set forth herein shall be an enumeration of such authority and not a limitation.

**3. PERFORMANCE OF DUTIES.** All acts performed by the Administrator shall be explicitly or impliedly on behalf of COUNTY and shall be deemed authorized by the COUNTY as its agent; provided that any act which shall (i) constitute gross negligence or willful misconduct, (ii) is an act in violation of Federal, State or local laws or (iii) is contrary to any directive or policy of the Board of County Commissioners, shall be deemed to be the individual act of COOK and beyond the scope of his authority as the Administrator.

**4. OFFICE SPACE AND SECRETARIAL SUPPORT.** The County shall provide the Administrator adequate office space, office supplies, office equipment and secretarial assistance.

**5. FULL-TIME OCCUPATION.** The parties expect that Administrator will devote substantially his full working time to the performance of the duties required herein. As such, the Administrator shall not engage in any outside employment without Board approval. Nothing herein shall prohibit the Administrator from taking reasonable periods of leave commensurate with reasonable personal, sickness and vacation leave; provided, however, that Administrator shall remain responsible for proper discharge of his duties.

**6. DUTIES PERSONAL AND NOT ASSIGNABLE.** The duties required to be performed herein by the Administrator and all rights, responsibilities and obligations under this Agreement shall be personal to the Administrator and shall not be assignable.

**7. TERM.** The term of this Agreement shall be effective on January 20, 2022. This Agreement shall be a continuing contract until and unless terminated by either party as provided herein.

**8. TERMINATION.** In addition to the termination of this Agreement by the expiration of the term as set forth above, this Agreement shall be terminated as follows:

- a. Either party may terminate this Agreement without cause upon giving sixty (60) days written notice to the other.
- b. In the event that the COUNTY gives notice to the termination of this Agreement, then the COUNTY agrees to continue to pay COOK's salary and other employee benefits for the position of Administrator for a period of twenty (20) weeks from the effective date of the notice of termination. COOK hereby agrees that the payments shall serve as liquidated damages for any and all violation or breach of this contract by COUNTY.
- c. Notwithstanding the above, the Administrator acknowledges that he shall not be entitled to any other payments other than annual and sick leave accrued and compensated in the same manner as classified employees.

**9. COMPENSATION.**

- a. COUNTY agrees to compensate Administrator for his services rendered pursuant hereto at the rate of \$155,000 per annum, payable biweekly in accordance with pay periods for County employees. The Administrator's base compensation shall be adjusted annually to reflect the same percentages of merit and cost-of-living increases as the Board of County Commissioners may approve for County employees, unless otherwise mutually agreed upon. Said adjustments to Administrator's compensation shall

be deemed automatically approved each year and will not require independent Board action.

- b. In addition, COUNTY shall pay Administrator's F.I.C.A. and contributions to the Florida State Retirement System and shall withhold required federal income taxes. Administrator shall further receive all rights, fringe benefits, privileges and coverage otherwise afforded to classified County employees.

**10. INSURANCE.** Administrator shall be included in COUNTY's group insurance benefit programs, including full right to participation therein both as to himself and his dependents. COUNTY shall pay, on behalf of Administrator the same portion of group insurance benefits as paid for County employees.

**11. TRAVEL ALLOWANCE.** As additional compensation and in consideration of the in-county travel expenses that Administrator will incur, COUNTY shall pay Administrator Monthly travel allowance of \$500.00.

**12. DUES AND SUBSCRIPTIONS.** COUNTY agrees to budget and to pay the dues and subscriptions of Administrator necessarily for full participation in national, regional, state, and local associations and organizations necessary and desirable for the good of the COUNTY.

**13. PROFESSIONAL DEVELOPMENT.** COUNTY hereby agrees to budget and to pay the travel and subsistence of Administrator for professional and official travel in such amounts as are authorized by law.

**14. FILES AND RECORDS.** All files and records concerning COUNTY business in the office of Administrator or in his possession shall belong to and remain the property of the COUNTY.

**15. MODIFCATION.** The Agreement may be modified or amended as may be mutually agreed upon by the parties. Modifications or amendments to this Agreement shall be in writing and executed by the parties.

**16. INDEMNIFICATION.** The COUNTY shall defend, save harmless and indemnify the Administrator against any actions, in tort or if he is named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless it is found the employee was acting in gross negligence or with malicious intent.

**17. PERFORMANCE EVALUATION.** The County shall annually review the performance of the Administrator in accordance with the following process, criteria, and format:

- a. The performance appraisal shall be divided into three parts, each representing a major aspect of the job of County Administrator:
  - i. the role of Chief Administrative Officer, charged with protecting and enhancing the quality of life for the citizens of Santa Rosa County, while assuring that Commission policies, programs and projects are implemented efficiently and effectively.
  - ii. the role of staff supports to the Board of County Commissioners, charged with providing the legislative body with technical information, policy recommendations, and legislative advice; and
  - iii. the operational representative of the County Government, charged with representing the County in its relations with the public, the press and mass media, governmental units with the County, governmental units outside the County, professional societies devoted to county government, and citizens at large.

**18.** Each Commissioner will evaluate the performance of the County Administrator on several factors, representative of the three roles he plays. Each factor will be evaluated on a five-point scale, as follows:

- 5 - Outstanding
- 4 - Exceeds Expectations
- 3 - Fully Proficient
- 2 - Below Expectations
- 1 - Unsatisfactory

**19. GENERAL PROVISIONS.**

- a. This Agreement shall be interpreted, construed, and governed according to the Laws of the State of Florida.
- b. The text herein shall constitute the entire agreement between the parties.
- c. If any provision of this Agreement is declared unconstitutional, invalid, or unenforceable, the remainder of this Agreement or a portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**20. COMMENCEMENT.** The Administrator shall commence his duties as County Administrator on January 24, 2022.

Entered into this 24<sup>th</sup> day of January, 2022.

Board of County Commissioners  
of Santa Rosa County

DeVann Cook

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Robert A. Cole, Chairman

\_\_\_\_\_  
DeVann Cook

Attest:

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Donald C. Spencer, Clerk of the Court