PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 24, 2025 **[ ] Consent** **[X] Regular**
[ ] Workshop **[ ] Public Hearing**

Department: County Administration

Submitted By: County Attorney's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: the Employment Contract between Palm Beach County Board of County Commissioners (BCC) and Joseph Abruzzo for the position of County Administrator.

Summary: The Former County Administrator retired on May 31, 2025, and on May 20, 2025, the BCC appointed Assistant County Administrator Todd Bonlarron, to serve as the Interim County Administrator until the BCC's appointment of a County Administrator. On June 17, 2025, following a selection process, the BCC selected Joseph Abruzzo as the County Administrator. The proposed contract provides for a five (5) year term commencing on August 19, 2025, an annual salary of $425,000, deferred compensation, county vehicle assignment, professional dues, indemnification, termination and severance pay, renewal, vacation and sick leave credit, annual appraisal, and other employee benefits afforded to County employees. Countywide (DO)

Background and Policy Issues: The former County Administrator retired effective May 31, 2025. Consequently, on May 20, 2025, the BCC appointed Assistant County Administrator Todd Bonlarron as the Interim County Administrator during the selection process for a new County Administrator. On June 17, 2025, the BCC selected Joseph Abruzzo (Abruzzo) as the new County Administrator.

The contract between the BCC and Abruzzo provides for a five (5) year term commencing August 19, 2025 through August 18, 2030, duties and responsibilities, an annual salary of $425,000, NACo deferred compensation, county vehicle assignment, professional dues, indemnification, termination and severance pay, renewal, vacation and sick leave credit, annual appraisal, and other employee benefits in accordance with Palm Beach County policy.

Attachments: County Administrator Employment Contract

Recommended by: _____ 7.23.25
County Attorney **Date**

Approved by: _____
N/A **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	____	____	____	____	____
Operating Costs	____	____	____	____	____
External Revenues	____	____	____	____	____
Program Inc. (County)	____	____	____	____	____
In-Kind Match (County)	____	____	____	____	____
NET FISCAL IMPACT	____	____	____	____	____
# ADDITIONAL FTE POSITIONS (Cumulative)	____	____	____	____	____

Is Item Included in Current Budget? Yes_X_ No___

Does this Item include the use of state funds? Yes___ No _X__

Does this Item include the use of federal funds? Yes___ No _X__

Budget Account No.: Fund _____ Department ____ Unit ____ Object ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fiscal impact cannot be determined at this time.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

_____ N/A _____

OFMB Contract Dev. and Control

B. Legal Sufficiency:

_____

Chief Assistant County Attorney

C. Other Department Review:

N/A

Department Director

This summary is not to be used as a basis for payment.

EMPLOYMENT AGREEMENT- COUNTY ADMINISTRATOR

This Agreement is made and entered into this 24th day of July, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "Board") whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401, and Joseph Abruzzo (hereinafter also referred to as "Administrator") an individual residing in Palm Beach County.

WITNESSETH

WHEREAS, the Board selected Joseph Abruzzo as the most suitable candidate for the position of County Administrator, subsequent to a selection process; and

WHEREAS, Joseph Abruzzo has accepted the position of County Administrator subject to the terms and conditions set forth herein below; and

WHEREAS, the Board finds this Agreement to be in the best interest of the public.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. TERM OF AGREEMENT

1.1 The Board shall employ Joseph Abruzzo as the Palm Beach County Administrator pursuant to Section 2.4 of the Palm Beach County Charter, for a period of five (5) years beginning August 19, 2025 and ending on August 18, 2030, subject to the renewal provisions set forth in Section 5 of this Agreement.

1.2 The Administrator shall serve at the pleasure of the Board and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Administrator, subject to the provisions set forth in Section 6 of this Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1 The Administrator shall be responsible only to the Board and shall perform the duties of the Administrator as set out in the County Charter, Florida Statutes, Ordinances, and applicable Administrative Codes. The Administrator shall remain in the exclusive employment of the Board until termination of this Agreement and shall not accept or become employed by any other employer until said termination. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Administrator's time off, not in excess of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes, Section 112.311 et. seq., Code of Ethics for Public Officers and Employees, and other applicable provisions of law. At all times, and under all circumstances, County business shall take precedent and priority over and above other demands or commitments of the Administrator. During the term of this Agreement, and in any extensions thereof,

the Administrator shall not participate in any political campaign or hold office in any political party or organization. The Administrator agrees to perform such other legally permissible and proper duties as the Board may direct.

3. SALARY AND BENEFITS

3.1 The Board shall pay the Administrator an initial salary of $425,000.00 annually, and an annual contribution to the NACo Deferred Compensation Program in the maximum amount allowed by law and more specifically, the Internal Revenue Service Regulation, inclusive of any catch-up provisions, to be paid in twenty-six (26) equal payments simultaneously with the County's bi-weekly pay periods. The Administrator shall receive a salary increase at the same percentage as other County employees, commencing on October 1, 2026.

3.2 In lieu of a vehicle allowance, the Board shall provide the Administrator with a County-owned or leased vehicle for 24-hour use, to be used in the performance of his official duties and incidental personal use, consistent with County policies. The vehicle provided shall be a Chevrolet Tahoe or equivalent class, with a total cost not to exceed $69,000 including the base vehicle with standard options. Should the Administrator request optional features or upgrades that result in a cost above $69,000, he shall reimburse the Board for the difference through either payroll deduction or a lump-sum payment at the time of acquisition, as coordinated with the County's Finance or Fleet departments. Furthermore, the Administrator shall not be entitled to reimbursement or payment of any kind from the County's disposition of the vehicle, regardless of the amount paid by the Administrator for upgrades or optional features. The Administrator shall pay all fuel costs for his use of the vehicle. The Board shall otherwise administer this benefit in accordance with the applicable provisions of the Countywide Policy and Procedures Manual.

3.3 The Board shall provide the Administrator with all the benefits accruing to County employees under the County's Merit Rules and Regulations for administrative positions, except to the extent modified by this Agreement.

4. PROFESSIONAL AND ORGANIZATIONAL DUES

4.1 In support of the County's interests, the Administrator shall attend and participate in appropriate professional meetings, conferences and seminars at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the Board in accordance with County's policies and state law, including the Administrator's membership fees and dues for such organizations as he deems necessary and appropriate in the performance of his duties, and to maintain or improve his professional knowledge and skills. The Administrator may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of his duties as Administrator.

4.2 The Administrator may be eligible to receive a salary increase, to be considered by the Board on an annual basis during the Administrator's performance evaluation. Such salary increase shall be based on the achievement of measurable outcomes including, but not limited to: implementation of departmental consolidations or operational efficiencies; improvements in workforce performance, retention, or succession planning; expansion of interdepartmental or intergovernmental shared services; implementation of cost-saving technologies; improved delivery of public-facing digital services; timely completion of Board-directed initiatives; measurable taxpayer relief such as facilitation of a reduced or flat millage rate; or other strategic, fiscal, or operational benchmarks as determined by the Board. The approval and amount of any such salary increase shall be at the sole discretion of the Board and shall be included in the Administrator's base salary. However, should the Administrator receive a performance increase, and the Board subsequently provides a cost-of-living adjustment for county employees in the same calendar year, the Administrator will receive the cost-of-living increase, but reduced or increased by the percentage difference between the cost of living increase and the preceding performance salary increase.

5. RENEWAL

5.1 This Agreement may be renewed for a mutually agreed upon term. Should the Administrator desire to renew this Agreement, he shall place the renewal of this Agreement on the agenda of a regularly scheduled Board meeting not less than ninety (90) days prior to the expiration of this Agreement. Either party shall give the other at least ninety (90) days written notice of their intent not to renew this Agreement, in which case the Agreement shall terminate (90) days after the written notice, unless it is otherwise terminated under the provisions of Section 6.

6. TERMINATION AND SEVERANCE PAY

6.1 In the event the Board terminates the Administrator for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, the Administrator shall receive no severance payment from the Board.

6.2 In the event that the Board terminates Administrator without cause during the term of the Agreement, the Board shall provide as severance payments to the Administrator, all salary and benefits provided for herein through the remaining term of this Agreement, provided however, that the Administrator shall in no event receive more than the equivalent of twenty (20) weeks of compensation, calculated from the date of Administrator's termination, pursuant to Florida Law.

6.3 In the event the Administrator elects not to renew this Agreement by providing to the Board the required ninety (90) day notice of non-renewal, the Administrator shall receive no severance payments

from the Board but shall be entitled to receive only the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

6.4 In the event the Board provides the Administrator the required ninety (90) days written notice of non-renewal of this Agreement, the Administrator shall be entitled to receive as severance payments from the Board, the equivalent of twenty (20) weeks of compensation pursuant to the terms of this Agreement.

6.5 Should the Administrator voluntarily resign his position before the expiration of the term of this Agreement, the Administrator shall provide the Board with ninety (90) days written notice of such resignation. Upon receipt of such notice, the Board may, at its option, require the Administrator to terminate his position at an earlier date than set forth in his resignation notice, but the Administrator shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

7.1 Effective August 19, 2025, the Board shall credit the Administrator with an initial amount of eighty (80) hours of vacation leave and eighty (80) hours of sick leave. Additionally, the Board shall approve the Administrator's Health Insurance benefits effective date as September 1, 2025. All other existing regulations and County rules relating to annual and sick leave, retirement and pension system contributions, holidays and other fringe benefits as they now exist, or as hereafter amended, except to the extent specifically set forth in this Agreement, shall apply to Administrator as they would to other County employees.

8. ANNUAL APPRAISAL

8.1 The Board will conduct an annual appraisal of the Administrator in such form as the Board deems appropriate using goals and objectives established by the Board and consistent with the Administrator's duties and responsibilities as set forth in Section 2 of this Agreement. Administrator shall initiate the evaluation process on the approved goals and objectives for the applicable rating period, by submitting to the Board a self-appraisal of his performance for the rating period, at least sixty (60) days before the annual appraisal date as determined by the Board. The appraisal shall address performance related to each of the goals and objectives for said period's performance. The Board's failure to conduct the scheduled evaluation shall not constitute non-compliance with a material provision of this Agreement.

9. DEFEND AND INDEMNIFY

9.1 The Board shall defend indemnify and hold the Administrator harmless for any and all claims or actions in his individual capacity, for omissions or acts performed in the course and scope of his employment as the Administrator, consistent with the provisions of Section 768.28, Florida Statutes, as

amended. If the Administrator is named as a co-defendant with the County and the Board settles the action solely as to County and the Administrator remains a defendant, the Board shall continue to defend the Administrator through the pendency of such litigation. The Administrator shall cooperate fully in the defense of any such action. Any unreasonable failure by the Administrator to provide full information to or to cooperate with the County's attorneys shall be cause for the Board to deny the Administrator any or all of the rights under this paragraph. The Board and the Administrator each acknowledge and agree that there may be certain claims or actions asserted against him where the Board may be precluded by law from providing the defense, hold harmless, or indemnification under this paragraph; in such event, the Board reserves the right to deny the Administrator a defense, hold harmless, and/or indemnification and/or may alternatively assert its right to recover its costs and expenses, including attorney's fees, at a later date based on the preclusion of law as stated in this paragraph.

10. ENTIRE AGREEMENT

10.1 The text of this document shall constitute the entire Agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. All the provisions contained in this Agreement are subject to applicable provisions of Florida laws, charter provisions, and local ordinances. The Board and Administrator acknowledge, understand, and agree that nothing within this Agreement can be modified, amended, or revoked except by and with the express written consent of both Board and Administrator.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day set forth above.

ATTEST: _____, CLERK

By: _____
Deputy Clerk

WITNESS FOR ADMINISTRATOR:

_____
Signature

_____
Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: _____
David R.F. Ottey
Chief Assistant County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor Maria Marino

ADMINISTRATOR:

By: _____
Joseph Abruzzo