

# TOWN OF PALM BEACH

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TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: John C. Randolph, Town Attorney

RE: Kirk Blouin Professional Employment Agreement

DATE: February 2, 2018

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## **RECOMMENDATION**

The Town Attorney's office has met with Kirk Blouin and has prepared a draft Professional Employment Agreement for consideration of the Mayor and Town Council. A copy of the Agreement is attached.

## **GENERAL INFORMATION**

The attached Professional Employment Agreement results from meetings between Kirk Blouin, Margaret Cooper, our Firm's Employment Specialist, and myself. It follows the general format of Tom Bradford's Professional Employment Agreement being tailored, however, to the specific situation relating to Kirk Blouin. Although it is understood that the severance and salary provisions contained within the Agreement, as well as other substantive provisions, are subject to final approval of the Mayor and Town Council, we have, for purposes of discussion, incorporated within this draft the specifics which Mr. Blouin is seeking in regard to severance and salary. Mr. Blouin has requested the same severance benefits as were allotted to Mr. Bradford. These severance benefits provide the employee severance pay equal to 20 weeks base salary plus other benefits in the event he is terminated without cause, just as was included in Mr. Bradford's Agreement. In regard to the salary incorporated within Section 4, \$211,513.63, that figure is reached at Mr. Blouin's suggestion by taking his current annual salary of \$196,528.50, and increasing it by the 2½% standard increase traditionally implemented in May of each year and, on top of that, a 5% promotional increase which he indicates is standard. The Agreement also provides for an automobile allowance or the provision to employee of a Town vehicle, as has been provided to Mr. Blouin in his position as Director of Public Safety. Mr. Blouin will also be provided with insurance coverage. The Agreement further provides a non-disparagement clause, a confidentiality clause, a provision for dispute resolution, and other terms and conditions of employment normally contained within such an agreement.

The only unusual terms within this Professional Employment Agreement relate to the fact that Mr. Blouin is currently in the DROP program which, under the current regulations relating to DROP, require him to retire on July 31, 2019. We have been working with Jim Linn, the Town's attorney

for the retirement board and a retirement specialist as to how to deal with this matter. He advised that in order for Mr. Blouin to continue participation in the police DROP while serving as Town Manager, he will be required to maintain his Florida certification as a law enforcement officer, pursuant to Section 943.1395, Florida Statutes, and perform law enforcement supervisory duties as Town Manager. This language is incorporated within Section 5 of the Agreement. Mr. Blouin is not permitted to continue to serve as Director of Public Safety after becoming employed as Town Manager, as that would be violative of the dual office holding provisions of Florida law.

Further, in regard to the DROP, Mr. Linn has advised that in the event Mr. Blouin remains employed as Town Manager after the DROP has expired on July 31, 2019, then the Town's DROP ordinance would need to be amended. In addition to certain other amendments in the DROP ordinance, in the event that the Town Council were to extend Mr. Blouin's employment beyond the current expiration of the DROP period as set forth in the Agreement, the DROP ordinance would need to be amended to extend Mr. Blouin's period of DROP participation by five years to a maximum period of ten years.

Mr. Blouin, Margaret Cooper and I will be available to provide any additional input or answer any questions you may have in regard to this matter. Additionally, Jim Linn will be available by telephone.

### **FINANCIAL CONSIDERATIONS**

Absent the amendment in the DROP plan to extend the DROP for an additional five years for Mr. Blouin, in the event Mr. Blouin's employment is extended beyond his current DROP period, Mr. Blouin would be paid his annual salary of \$211,513.63, plus his monthly pension benefits. By virtue of the extension, Mr. Blouin would not be paid the pension benefits directly, but they would continue to accumulate in his DROP program until the end of the additional five year extension.

Attachment (Professional Employment Agreement)