TEMPORARY EMPLOYMENT AGREEMENT

This **Temporary Employment Agreement** (the "Agreement") is entered into by and between the **Levy County Board of County Commissioners** ("Employer" or "Board") and **Jared Thomas Blanton**, **CPA** ("Temporary Employee" or "Mr. Blanton.")

Section 1. Background and Purpose

Policy Number 209 of the Board adopted Levy County Personnel Policies and Procedures allows the County to employ temporary employees for a specified, time limited period. Such a temporary employee can be an executive/professional whose terms of employment are established by contract. The Board desires to employ a County Budget Officer to prepare a balanced County Budget for Board adoption in September 2024 as required by Florida law.

Generally, Policy Number 209 encourages the filling of temporary positions using existing County employees. However, the County's Human Resources Department was unable to find an existing Board employee with the experience, training and education necessary to serve as the County Budget Officer on a temporary basis. By virtue of his previous employment as the Levy County Finance Director, as well as budget and finance work for other Florida local governments and in the private sector, Mr. Blanton has considerable detailed and historical understanding of the Levy County Budget, Florida Statutes Chapter 129, and is a Florida Certified Public Accountant.

Recognizing the Clerk of the Circuit Court has served as the County Budget Officer since 1980, both parties understand it is essential to cooperate with and have the cooperation of the Office of the Clerk of the Court, in particular as to necessary software access and sharing of budget files,in order to timely prepare the FY24-25 County Budget and carry out County Budget Officer functions, and to enable the Clerk to continue to fulfill the duties of auditor and custodian of County funds as required by the Florida Constitution.

The purpose of this Agreement is to establish the terms of temporary employment for Mr. Blanton to serve as the County Budget Officer, and in particular, to timely prepare the FY24-25 Levy County Budget in accordance with critical timeline set forth in the Budget Calendar adopted by the Board and attached as Exhibit "A" to this Agreement.

Section 2. Applicability and Severability

This Agreement sets forth the complete understanding of the parties with respect to the temporary employment and it expressly creates no property interest in and to full-time employment with the County.

While both parties enter into this Agreement in good faith that all portions comply with applicable State and Federal law, any terms of this Agreement that are determined to violate such law, shall be null and void upon such determination being made by counsel

to the Board, a State or Federal Agency, or by a court of competent jurisdiction. Any portion of this Agreement rendered null and void shall be severable and the remaining portions of this Agreement shall remain in effect. The parties may agree to alternative, compliant terms in order to maintain the temporary employment and such terms shall be memorialized in a written amendment.

Section 3. Term of Employment

This Agreement and the term of temporary employment will commence at 8am on Wednesday, April 3, 2024 and will terminate at 5pm on Monday, September 30, 2024 (the "Term"). The Term may not be extended by the parties; however, the parties agree the Employer may shorten the Term, upon 2 weeks advance written notice to the Temporary Employee, if that best serves the needs of the Employer.

Section 4. Duties and Conduct.

Temporary Employee is hereby designated the County Budget Officer and shall carry out the duties thereof as set forth in Chapter 129, Florida Statutes and as further guided by the County Budget Policy adopted by Resolution Number 2024-13 attached as Exhibit "B" to this Agreement. The duty of primary priority during the Term is to timely prepare the FY24-25 Levy County Budget in accordance with critical timeline set forth in the Budget Calendar attached as Exhibit "A."

Temporary Employee has been provided a copy of the Personnel Policies and Procedures Manual adopted by the Board in May 2023 and agrees, during the Term, to conduct himself in accordance with the applicable conduct policies therein (as may be amended from time to time by the Board) such as, but not limited to "County Premises and Work Areas," "Personal Conduct," "Participation in Community Affairs" and "Workplace Violence."

Each party agrees to cooperate with the Office of the Clerk of the Court as necessary to timely prepare the FY24-25 County Budget and perform the duties of County Budget Officer, and to enable the Clerk to fulfill the duties as auditor and custodian of County funds as required by the Florida Constitution.

Section 5. Supervision

Temporary Employee shall work under the supervision of and report directly to the County Coordinator.

Section 6. Compensation

Temporary Employee shall be salary exempt and shall be compensated the salary of \$87,720 for the Term. If the Term is shortened by the Employer, the salary will be reduced in relation to the number of workdays days in the Term that are eliminated.

<u>Section 7. Benefits.</u> Temporary Employee acknowledges that he is not entitled to any benefits offered to full-time County employees, such as insurance, paid absences, vacations and/or holidays.

<u>Section 8. Work Hours and Location</u>. Temporary Employee will work such hours as are necessary to meet the workload demands of County Budget Officer and deadlines to timely prepare the County FY24-25 Budget for adoption by the County Commission. Particular work hours (schedule) are left to the discretion of the Temporary Employee.

Generally one to two workdays per week may be worked remotely from a home office, provided Temporary Employee maintains a fully-equipped home office and works with County IT to ensure connectivity necessary to maintain productivity. Temporary Employee is responsible for outfitting his home office, maintaining a secure environment for work materials with locks as necessary, furniture, and a reliable internet connection. Temporary Employee will not be reimbursed for utility or internet usage for time worked remotely. The County will provide Temporary Employee with a laptop with adequate specifications for the level of work Temporary Employee is required to do, and set up for a secure VPN and/or Remote Desktop connection to his home office.

Temporary Employee will provide monitor(s), docking station, keyboard, mouse, battery backup, speakers, camera, and other computer equipment as he deems necessary for use at his home office. Temporary Employee will not be reimbursed for the above items, nor for de minimus home office supplies like paper, pens, printer ink, staples.

The Employer will provide a fully-equipped office in the Levy County Government Center for use by the Temporary Employee and the Temporary Employee is required to be available on-site when requested by the County Coordinator or his designee.

Each party, by their respective signature below, enters into this Temporary Employment Agreement.

Jared Thomas Blanton, CPA, MBA ______ Employer Levy County Board of County Commissioners Desiree Mills, Chair

Temporary Employee