

PUBLIC NOTICE:

Flagler County Board of County Commissioners Special Meeting

Date: Monday, February 25, 2019

Time: 9:00 a.m.

Location: Emergency Operations Center
1769 E. Moody Blvd., Bldg. 3, Training Room B
Bunnell, FL 32110

Purpose: Employment Agreement for County Administrator on
Interim Basis

Contact: County Administration (386) 313-4001

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE NUMBER LISTED ABOVE AT LEAST 48 HOURS PRIOR TO THE MEETING.

Special Meeting, February 25, 2019

Request: Approve Agreement for County Administrator Acting on an Interim Basis

Background: The County selected Jerry Cameron to serve as County Administrator on an interim basis. His appointment was necessitated by the resignations of the former County Administrator and the Deputy County Administrator. He will have the title of County Administrator, as that is the approved position in our employment classification system. He will not have the title "Interim Administrator."

His contract follows the normal template for agreements with Administrators except that it will not provide for severance payments, relocation expenses, and professional development memberships. Because he is serving in an interim capacity, he will not be required to reside in Flagler County. Because his commute to serve Flagler on an interim basis is significant, his automobile allowance is set at \$1,000 per month.

He will not be participating in the County's major medical health insurance program, as he already has adequate coverages. This will yield a savings for the County of approximately \$10, 500.

Because he is not eligible for membership in the FRS program, he qualifies for the County's deferred compensation plan under which the County will contribute 4.45% of his salary.

Mr. Cameron will be paid weekly and, to the extent his interim status extends beyond a year, the contract provides he will receive a CPI increase. This is in lieu of Mr. Cameron receiving the October 1 adjustment provided to other employees.

Per the request of the Chair, a spreadsheet is provided that compares the financial elements with the term of the prior County Administrator.

Requested Action: Approve Agreement as determined by the Board

Attachments:

- 1. Contract**
- 2. Comparative Spreadsheet**

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of February, 2019, between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereafter referred to as "COUNTY", and Jerry Cameron, hereafter referred to as "EMPLOYEE". The COUNTY desires to employ the services of EMPLOYEE as County Administrator of Flagler County on an interim basis due to the resignations of the former County Administrator and former Deputy County Administrator. EMPLOYEE is being engaged in the capacity of County Administrator as provided by Chapter 125.74, Florida Statutes, and County Ordinance No. 95-3 (the Flagler County Administrative Ordinance codified at Code Section 2-282 et seq.). This Agreement provides for the compensation and employee benefits and establishes the conditions of employment for EMPLOYEE.

The EMPLOYEE desires to accept employment as County Administrator of Flagler County on an interim basis until such time that the County is able to retain a permanent Administrator. In consideration of the mutual promises hereinafter set forth, COUNTY and EMPLOYEE agree as follows:

1. **DUTIES**

COUNTY hereby agrees to employ EMPLOYEE and EMPLOYEE hereby accepts employment as County Administrator to perform the functions and duties specified in Florida Statutes Chapter 125.74 and Flagler County Ordinance No. 95-3, and to perform such other legal and proper duties and functions as the Board of County Commissioners may assign from time to time. The EMPLOYEE agrees to faithfully, diligently and conscientiously perform the duties of County Administrator. EMPLOYEE will avoid financial conflicts of interest, act solely on behalf of the COUNTY, act in a nonpartisan manner, and avoid the appearance of impropriety.

2. **TERM OF EMPLOYMENT, TERMINATION, RESIGNATION**

A. This Agreement shall continue until such time as the COUNTY hires a permanent County Administrator, provided however, that either COUNTY or EMPLOYEE may

terminate this Agreement on 90 days advance written notice. Because EMPLOYEE is acting in an interim capacity, COUNTY will provide EMPLOYEE as much notice as is practicable under the circumstances in order that EMPLOYEE may have enough notice to avail himself of other pursuits and opportunities as he determines in his best interest. Accordingly, if EMPLOYEE is terminated with less than 90 days' notice, COUNTY shall be responsible for paying EMPLOYEE his salary and benefits for the time period remaining on the required 90 day notice.

B. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of COUNTY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth herein, except that COUNTY may terminate EMPLOYEE with no notice in the event of EMPLOYEE's conviction of an illegal act in performing his duties for the County, including a judicial or administrative agency finding of a violation of the Sunshine Law (Florida Chapters 119 and 286) or of the Ethics Law (Florida Chapter 112, Part III).

C. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the COUNTY subject to the provisions set forth herein.

3. **SEVERANCE PAY**

There shall be no payment of severance under this Agreement except for the payment prescribed in the preceding section should COUNTY not provide EMPLOYEE 90 days' advance notice of his termination, except in the case of EMPLOYEE being convicted of an illegal act as previously described. COUNTY shall compensate EMPLOYEE for all accumulated, unpaid leave time within 15 days of his separation from employment.

4. **SALARY**

A. COUNTY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of \$160,014.40, which shall be payable in equal installments at the same time as other employees of COUNTY are paid. Nothing herein shall be construed to require the payment to EMPLOYEE of overtime or compensatory time.

B. COUNTY agrees to increase the base salary of EMPLOYEE annually on March 1 in accordance with the change in the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982 – 1984 = 100) published by the US Bureau of Labor Statistics, comparing a 12 month time period ending on March 1.

5. **RESIDENCE**

EMPLOYEE is employed on an interim basis due to the recent resignations of the former County Administrator and Deputy County Administrator. Due to this extraordinary circumstance, EMPLOYEE is not required to reside in Flagler County in accordance with Florida Statute Section 125.73(4) and Code Section 2-285.

6. **AUTOMOBILE**

EMPLOYEE shall be responsible for providing his own automobile and shall receive an automobile allowance of \$1,000 per month.

7. **CONFERENCES AND PROFESSIONAL DEVELOPMENT**

EMPLOYEE agrees to attend any conferences or professional development as directed by the COUNTY. If such events are outside the County, EMPLOYEE shall be compensated for conference fees and travel in accordance with the County's travel reimbursement policies. COUNTY shall not be obligated to pay any professional association dues or membership fees on behalf of EMPLOYEE.

8. **RETIREMENT**

EMPLOYEE is not eligible for membership in FRS because of his prior government service and, accordingly, under Resolution 2015-06 EMPLOYEE is a Qualified Employee and will participate in the County's Deferred Compensation Plan at the Senior Management Service Class contribution rate of 4.45% of salary, which will be paid by COUNTY. EMPLOYEE will not be required to match or contribute any amount to such Plan except as EMPLOYEE may determine in his sole discretion. The foregoing provision provides the exclusive form of retirement benefits offered by the COUNTY.

9. **LEAVE**

EMPLOYEE shall earn personal leave in accordance with the County's personnel policies. The EMPLOYEE shall be credited with three (3) days of personal leave upon starting.

10. **INSURANCE COVERAGE**

A. EMPLOYEE is opting out of COUNTY's major-medical insurance. EMPLOYEE shall receive the standard life insurance policy for his age range of \$7,500 with the premium of \$1.09 per month to be paid by COUNTY. EMPLOYEE may opt to participate in the COUNTY's Dental Insurance and Vision Insurance Plans but shall pay the premiums.

B. COUNTY shall include EMPLOYEE within the County's liability insurance program including comprehensive general liability, errors and omissions coverage, and public official liability applicable to all acts of EMPLOYEE arising out of his employment which shall be similar to what other governmental jurisdictions provide for this type of coverage.

11. **RELOCATION EXPENSES**

A. EMPLOYEE is not receiving relocation expenses and is expected to commute from his current residence or such other residences as he may establish.

12. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. EMPLOYEE shall report directly to the Board of County Commissioners.

B. EMPLOYEE shall have no outside employment during the term of this Agreement that interferes with his performance of his duties as County Administrator.

13. **GENERAL PROVISIONS**

A. No assignment of the Agreement shall be made in whole or in part by the parties.

B. This Agreement constitutes the entire Agreement between parties.

C. This Agreement shall be binding between and inure to the benefit of the heirs, administrators, and executors of the parties.

D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect.

E. Venue for any action brought pursuant to this Agreement shall lie in Flagler County, Florida.

F. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.

APPROVED the Flagler County Board of County Commissioners on this 25th day of February, 2019.

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Tom Bexley, Clerk of Courts and
Comptroller

Donald T. O'Brien, Jr.
Chairman

APPROVED AS TO FORM:

EMPLOYEE:

Albert J. Hadeed, County Attorney

Jerry Cameron

County Administrator Salary/Benefits Comparison

<u>Craig Coffey</u>	<u>Annually</u>	<u>Hourly Wage</u>	<u>Jerry Cameron</u>	<u>Annually</u>	<u>Hourly Wage</u>
Base Salary	\$163,550.04	\$78.63	Base Salary	\$160,014.40	\$76.93
FICA (6.2%)	\$10,140.10		FICA (6.2%)	\$9,920.89	
Medicare (1.45%)	\$2,371.48	(Total 7.65%)	Medicare (1.45%)	\$2,320.21	(Total 7.65%)
Workers Comp (.20%)	\$327.10		Workers Comp (.20%)	\$320.03	
Health Insurance	\$10,500.00		Health Insurance	\$0.00	*Opt out
Life Insurance	\$0.00	(Included in Health Insurance Cost)	Life Insurance (\$1.09 mo)	\$13.08	
FRS (24.06%)	\$39,350.14		FRS System Payment (19.55%)	\$31,282.82	
Car Allowance (\$400 mo)	\$4,800.00		Car Allowance (\$1000 mo)	\$12,000.00	
Personal Leave (\$629.04 x 26)	\$16,355.04		Personal Leave (\$615.44 x 23 days)	\$14,155.12	
			Resolution 2015-06 (4.45%)for SM	\$7,120.64	**See below
			Relocation	\$0.00	***See below
Total Compensation	\$247,393.90		Total Compensation	\$237,147.19	
Total Hourly		\$118.94	Total Hourly		\$114.01

*Mr. Cameron has opted out of the health insurance and his contract does not provide a subsidy for premium costs he may incur with his own personal health care insurance.

**Mr. Cameron will not be enrolled for FRS benefits per State Law and therefore Resolution 2015-06 takes effect (Nationwide Deferred Compensation Program under Senior Management classification).

***Mr. Cameron has not requested a relocation amount. The contract does not require him to reside in Flagler County as he is serving as an interim until a permanent administrator is selected by the County Commission. For comparison, when Mr. Coffey was hired in 2007, he was given a \$5,000 relocation amount. This \$5,000 figure is not included on this comparison chart since this was not an expense of the County in the current or past fiscal year.