

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14 Revised**

SUBJECT: APPROVE AMENDMENT TO RENEWAL OF EMPLOYMENT AGREEMENT WITH COUNTY ADMINISTRATOR EXTENDING TERM OF AGREEMENT AND REDUCING AND MODIFYING SEVERANCE PAY PROVISIONS APPLICABLE TO EXTENDED TERM TO COMPLY WITH STATE LAW.

DATE OF MEETING: July 2, 2012

OVERVIEW/SUMMARY: The County Administrator performs a range of duties for the Board of County Commissioners under Florida Chapter 125.74 and Flagler County Code Article IV, Division 2, entitled "County Administrator." These services are provided under direct contract with the Board of County Commissioners. The agreement with Mr. Coffey was originally approved on November 19, 2007. The agreement was renewed with modified terms on June 7, 2010 by the Board. The agreement generally follows the form of administrator contracts dating from 2005. Subject to the Board's approval, the attached Amendment extends the Renewal of Employment Agreement on the same terms and conditions except that to comply with state law the severance provision applicable to the extended term is reduced to 20 weeks instead of the 6 months applicable to the present term. The Amendment also modifies the severance provision to conform to other provisions of state law, including a disqualification if the employee is fired for misconduct under a particular statute prescribed by the Legislature in 2011. Finally, the term and severance provisions are standardized to make the County Administrator/County Attorney contracts consistent. In order to make them consistent, Mr. Coffey shortened his renewal term by approximately 9 months.

All other sections of the Employment Agreement remain the same. Attached are the original 2007 agreement, the Renewal of Employment Agreement, and the proposed Amendment,

FUNDING INFO: As approved during the County's annual budget appropriations (Account 001-0200-512-1011).

DEPT./CONTACT/PHONE #: Craig M. Coffey, 313-4001

RECOMMENDATIONS: Request the Board approve the Amendment to the Renewal of Employment Agreement with the County Administrator extending term of agreement and reducing and modifying severance pay provisions applicable to extended term.

ATTACHMENTS:

1. 2007 Employment Agreement;
2. 2010 Renewal of Employment Agreement; and
3. Amendment to Renewal of Employment Agreement

Albert J. Hadeed
Albert J. Hadeed,
County Attorney

6/29/12
Date

Craig M. Coffey
Craig M. Coffey
County Administrator

June 29, 2012
Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of November, 2007, between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereafter referred to as "COUNTY", and Craig M. Coffey, hereafter referred to as "EMPLOYEE". The COUNTY desires to employ the services of Craig M. Coffey as County Administrator of Flagler County, commencing December 4, 2007, as provided by Chapter 125.74, Florida Statutes, and County Ordinance No. 95-3, and to provide for compensation, employee benefits and to establish the conditions of employment as hereafter provided.

The EMPLOYEE desires to accept and continue employment as County Administrator of Flagler County. 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, to avoid financial conflicts of interest, to act solely on behalf of the COUNTY, and to avoid the appearance of impropriety.

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

A. The term of this Agreement is for three (3) years from December 4, 2007, to December 4, 2010. This Agreement shall automatically be renewed for an additional three years, to and including December 4, 2013, if the COUNTY fails to communicate to EMPLOYEE

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by September 1, 2010 in writing that it chooses not to renew this Agreement. If automatically renewed, all the terms and conditions of this Agreement shall continue in full force and effect.

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 in Section 3 of this Agreement.

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 only to the provision set forth in Section 3.B. of this Agreement.

3. **TERMINATION AND SEVERANCE PAY**

A. In the event EMPLOYEE is terminated by the Board of County Commissioners before expiration of the term of employment and during such time EMPLOYEE is willing and able to perform the duties of County Administrator, then, in that event, the COUNTY agrees to pay the EMPLOYEE a lump sum cash payment equal to three (3) months aggregate gross salary and any accumulated, unpaid leave time. In addition, EMPLOYEE shall receive for the duration of the severance time period the benefits of his health insurance under Section 10 hereof at the COUNTY's expense and the COUNTY shall make contributions to his retirement account with the State of Florida for the lump sum cash payment in accordance with Section 8 hereof. One additional month of aggregate gross salary and associated benefits shall be added to the lump sum cash payment at the completion of each additional three years of employment, up to a maximum of six months aggregate gross salary and benefits. Severance due EMPLOYEE hereunder shall be paid to EMPLOYEE no later than 15 day after the County's termination of EMPLOYEE. The COUNTY shall have no obligation to pay the severance sum designated in this paragraph if the EMPLOYEE is terminated as a result of the EMPLOYEE'S conviction of a criminal act or for a judicial or administrative agency determination of a violation of the Sunshine Law (Chapters 119 and 286) or the Ethics Law (Chapter 112).

B. In the event that the COUNTY, at any time during the EMPLOYEE'S employment, reduces the financial benefits, including salary of the EMPLOYEE, in a greater percentage than an applicable across-the-board reduction for all County employees, or in the event the COUNTY refuses, following written notice, to comply with any other provision benefiting the EMPLOYEE herein, or the EMPLOYEE resigns following action of the COUNTY requesting that he resign, then, in that event, the EMPLOYEE may, at his option, be deemed to be terminated and shall be entitled to the severance pay provided for above.

C. In the event EMPLOYEE voluntarily resigns his position with the COUNTY before the expiration of the aforesaid term of employment, then EMPLOYEE shall not be eligible for severance pay and shall give COUNTY at least sixty (60) days notice in advance unless waived at the sole discretion of the Board of County Commissioners. EMPLOYEE shall be compensated for all accumulated, unpaid leave time only if such notice is provided or if such notice is waived by the COUNTY.

4. **SALARY**

A. COUNTY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of \$140,000 which shall be payable in equal installments at the same time as other employees of COUNTY are paid.

B. COUNTY agrees to increase the base salary of EMPLOYEE in such amounts and to such extent as the Board of County Commissioners may determine that it is desirable to do so on the basis of an annual review of said EMPLOYEE.

C. In addition to the provisions of Article 4, Sections A and B above, beginning on October 1, the EMPLOYEE shall receive annual cost of living increases at the same times and in the same percentages as other County employees for the term of this Agreement and the term of any renewal hereof.

5. **HOURS OF WORK**

It is expected that EMPLOYEE will frequently work more than forty (40) hours per week and will often devote a great deal of time outside normal office hours to do the business of the COUNTY. Nothing herein shall be construed to require the payment to EMPLOYEE of overtime or compensatory time.

6. **AUTOMOBILE**

EMPLOYEE shall be responsible for providing his own automobile and shall receive an automobile allowance of \$400 per month. EMPLOYEE shall be reimbursed at the state mileage rate for use of EMPLOYEE's automobile on County business and for County purposes outside of Flagler County.

7. **PROFESSIONAL DEVELOPMENT**

COUNTY agrees to budget and pay for EMPLOYEE's membership in the International City/County Managers Association (ICMA), the Florida City/County Manager's Association (FCCMA), the Florida and American Planning Association, to include the American Institute of Certified Planners (AICP) and for related professional publications and conferences/training.

8. **RETIREMENT**

EMPLOYEE will be enrolled in the Senior Management Service Class in the Florida Retirement System.

9. **LEAVE**

EMPLOYEE shall earn personal leave in accordance with the County's personnel policies. The EMPLOYEE shall be credited with fifteen (15) days of personal leave upon starting. In addition to the fifteen (15) days credited, EMPLOYEE shall receive an additional five (5) days of leave over and above that which the EMPLOYEE will earn in the first year of employment.

10. **INSURANCE COVERAGE**

A. COUNTY shall provide full major-medical insurance and other insurance (including but not limited to Health Insurance, Dental Insurance, Vision Insurance, and Life Insurance) for EMPLOYEE in the same manner and under the same terms that the COUNTY provides such insurance to its other employees. EMPLOYEE shall be entitled to purchase dependent coverage needed for family, at EMPLOYEE'S expense, on the same basis as offered to the County's other employees. EMPLOYEE at his own expense may participate in the COUNTY's FLEX program on the same basis as the COUNTY offers to its other employees. EMPLOYEE also shall be entitled to such other insurance benefits as are provided to other County employees.

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. The EMPLOYEE agrees to establish residency within the corporate limits of the COUNTY upon employment and to maintain residence within the corporate limits of the COUNTY throughout the term of this Agreement.

B. The COUNTY agrees to pay EMPLOYEE a flat sum of \$5,000.00 to reimburse EMPLOYEE for the costs associated with relocation of himself and his family. Both the COUNTY and EMPLOYEE realize that this sum may not cover his full cost of relocation. This money may be spent at EMPLOYEE's discretion but is generally expected to cover the cost of temporary lodging, transportation of himself and his family, moving family vehicle, moving or replacing furniture, trips to search for housing, other costs related to relocation.

C. Should EMPLOYEE resign within two years of his employment with the COUNTY to retire or accept a position elsewhere, EMPLOYEE will return to the COUNTY any expenses it has paid to assist with his relocation. Reimbursement to the COUNTY of relocation expenses is not required if EMPLOYEE should pass away within the first two (2) years or resign within such time due to disability.

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.

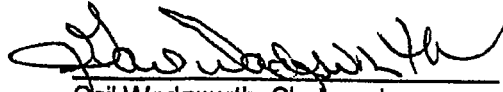
13. **GENERAL PROVISIONS**

- 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.

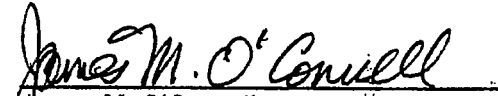
WHEREFORE, the parties have executed this Agreement the day and year first above written.

APPROVED by the Flagler County Board of County Commissioners this 19th day of
November, 2007.

ATTEST:


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

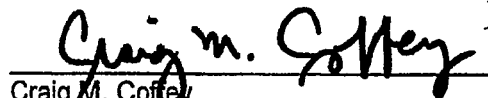
FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS


James M. O'Connell
Chairman

APPROVED AS TO FORM:


Albert J. Haddad, County Attorney

EMPLOYEE:


Craig M. Coffey

**RENEWAL OF
EMPLOYMENT AGREEMENT**

THIS RENEWAL AGREEMENT is entered into between FLAGLER COUNTY, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereafter referred to as "COUNTY", and Craig M. Coffey, hereafter referred to as "EMPLOYEE". The COUNTY desires to renew the employment of Craig M. Coffey as County Administrator of Flagler County, commencing December 4, 2010, as provided herein. EMPLOYEE's service is pursuant to Chapter 125.70 et seq., Florida Statutes, and County Ordinance No. 95-3, providing for the county administration form of governance.

The EMPLOYEE desires to accept and continue employment as County Administrator of Flagler County. 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, to avoid financial conflicts of interest, to act solely on behalf of the COUNTY, and to avoid the appearance of impropriety.

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

A. The term of this Renewal Agreement is for one year from December 4, 2010, to December 3, 2011. This Renewal Agreement shall automatically be extended for an additional two years, to and including December 3, 2013, if the COUNTY fails to communicate to EMPLOYEE by August 6, 2011, in writing that it chooses not to extend this Renewal

Agreement. If automatically extended, all the terms and conditions of this Renewal Agreement shall continue in full force and effect.

B. Nothing in this Renewal 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 in Section 3 of this Renewal Agreement.

C. Nothing in this Renewal Agreement shall limit, prevent or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the COUNTY, subject only to the provision set forth in Section 3.B. of this Renewal Agreement.

3. **TERMINATION AND SEVERANCE PAY**

A. In the event EMPLOYEE is terminated by the Board of County Commissioners before expiration of the term of employment and during such time EMPLOYEE is willing and able to perform the duties of County Administrator, then, in that event, the COUNTY agrees to pay the EMPLOYEE a lump sum severance equal to six (6) months aggregate gross salary plus pension benefits and any accumulated, unpaid leave time. The COUNTY shall have no obligation to pay the severance sum designated in this paragraph if the EMPLOYEE is terminated as a result of the EMPLOYEE'S conviction of an illegal act or in the event the COUNTY chooses not to renew the Agreement in accordance with Section 2.A. In addition, EMPLOYEE shall receive for the duration of the severance time period the benefits of his health insurance under Section 10 hereof at the COUNTY's expense and the COUNTY shall make contributions to his retirement account with the State of Florida as allowed by law for the lump sum cash payment in accordance with Section 8 hereof. Severance due EMPLOYEE hereunder shall be paid to EMPLOYEE no later than 15 days after the County's termination of EMPLOYEE.

B. In the event that the COUNTY, at any time during the EMPLOYEE'S employment, reduces the financial benefits, including salary of the EMPLOYEE, in a greater percentage than an applicable across-the-board reduction for all County employees, or in the

A handwritten signature in black ink, appearing to be 'JGH', is located in the bottom right corner of the page.

event the COUNTY refuses, following written notice, to comply with any other provision benefiting the EMPLOYEE herein, or the EMPLOYEE resigns following action of the COUNTY requesting that he resign, then, in that event, the EMPLOYEE may, at his option, be deemed to be terminated and shall be entitled to the severance pay provided for above.

C. In the event EMPLOYEE voluntarily resigns his position with the COUNTY before the expiration of the aforesaid term of employment, then EMPLOYEE shall not be eligible for severance pay and shall give COUNTY at least sixty (60) days notice in advance unless waived at the sole discretion of the Board of County Commissioners. EMPLOYEE shall be compensated for all accumulated, unpaid leave time only if such notice is provided or if such notice is waived by the COUNTY.

4. **SALARY**

A. COUNTY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of \$141,398.40, the EMPLOYEE's current salary, which shall be payable in equal installments at the same time as other employees of COUNTY are paid.

B. COUNTY agrees to increase the base salary of EMPLOYEE in such amounts and to such extent as the Board of County Commissioners may determine that it is desirable to do so on the basis of an annual review of said EMPLOYEE.

C. In addition to the provisions of Article 4, Sections A and B above, beginning on October 1, the EMPLOYEE shall receive annual cost of living increases at the same times and in the same percentages as other County employees for the term of this Renewal Agreement and the term of any extension hereof.

5. **HOURS OF WORK**

It is expected that EMPLOYEE will frequently work more than forty (40) hours per week and will often devote a great deal of time outside normal office hours to do the business of the COUNTY. Nothing herein shall be construed to require the payment to EMPLOYEE of overtime or compensatory time.

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6. **AUTOMOBILE**

EMPLOYEE shall be responsible for providing his own automobile and shall receive an automobile allowance of \$400 per month. EMPLOYEE shall be reimbursed at the state mileage rate for use of EMPLOYEE's automobile on County business and for County purposes outside of Flagler County.

7. **PROFESSIONAL DEVELOPMENT**

COUNTY agrees to budget and pay for EMPLOYEE's membership in the International City/County Managers Association (ICMA), the Florida City/County Manager's Association (FCCMA), the Florida and American Planning Association, to include the American Institute of Certified Planners (AICP) and for related professional publications and conferences/training.

8. **RETIREMENT**

EMPLOYEE will be enrolled in the Senior Management Service Class in the Florida Retirement System.

9. **LEAVE**

EMPLOYEE shall earn personal leave in accordance with the County's personnel policies.

10. **INSURANCE COVERAGE**

A. COUNTY shall provide full major-medical insurance and other insurance (including but not limited to Health Insurance, Dental Insurance, Vision Insurance, and Life Insurance) for EMPLOYEE in the same manner and under the same terms that the COUNTY provides such insurance to its other employees. EMPLOYEE shall be entitled to purchase dependent coverage needed for family, at EMPLOYEE'S expense, on the same basis as offered to the County's other employees. EMPLOYEE at his own expense may participate in the COUNTY's FLEX program on the same basis as the COUNTY offers to its other employees.



EMPLOYEE also shall be entitled to such other insurance benefits as are provided to other County employees.

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. **RESIDENCE**

EMPLOYEE agrees to maintain residency within Flagler County throughout the term of this Renewal Agreement.

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 Renewal Agreement.

13. **GENERAL PROVISIONS**

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

B. This Renewal Agreement constitutes the entire agreement between parties.

C. This Renewal 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 Renewal Agreement is held to be unconstitutional, illegal or unenforceable, the remainder of this Renewal Agreement shall remain in full force and effect.

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

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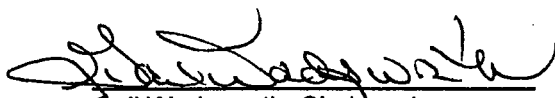
F. This Renewal Agreement shall be governed and construed pursuant to the laws of the State of Florida.

14. **APPLICABILITY OF EXISTING EMPLOYMENT AGREEMENT**

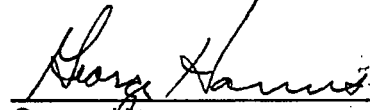
The existing Amended and Restated Agreement approved on September 3, 2008 shall remain in effect until December 3, 2010. This Renewal Agreement shall take effect immediately thereafter with no break in service with Flagler County.

APPROVED by the Flagler County Board of County Commissioners at its meeting of June 7, 2010.

ATTEST:


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

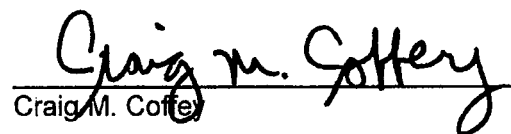
**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


George Manns
Chairman

APPROVED AS TO FORM:


Albert J. Hadeed, County Attorney

EMPLOYEE:


Craig M. Coffey



**AMENDMENT TO RENEWAL OF EMPLOYMENT AGREEMENT
BETWEEN FLAGLER COUNTY AND CRAIG M. COFFEY
TO EXTEND TERM AND MODIFY SEVERANCE PROVISION
FOR EXTENDED TERM TO CONFORM WITH STATE LAW**

This Amendment is entered into July 2, 2012, between Flagler County, a political subdivision of the State of Florida acting through its Board of County Commissioners, hereinafter referred to as "COUNTY", and Craig M. Coffey, hereinafter referred to as "EMPLOYEE." The purpose of this Amendment is to extend the term of the Renewal of Employment Agreement approved by the County on June 7, 2010 (hereafter "Agreement"). This Amendment also modifies the Agreement's severance provision as it applies to the extended term which will commence on December 4, 2013. Otherwise, all terms and conditions of the Agreement shall continue in full force and effect. The Amendment shall add an additional subsection as follows:

2. TERM OF EMPLOYMENT, CANCELLATION, RESIGNATION

- D. (i) The term of this Agreement is extended for the period from December 4, 2013, to February 23, 2016. This Agreement shall automatically be renewed for an additional three years, to and including February 23, 2019, if the COUNTY fails to communicate to EMPLOYEE by October 23, 2015, in writing that it chooses not to renew this Agreement. If automatically renewed, all the terms and conditions of this Agreement shall continue in full force and effect.
- (ii) In the event EMPLOYEE is terminated by the Board of County Commissioners after December 3, 2013, and EMPLOYEE is willing and able to perform the duties of County Administrator, then, in that event, the COUNTY agrees to pay the EMPLOYEE a lump sum severance equal to twenty (20) weeks aggregate gross salary, including an additional amount equivalent to the pension contribution that COUNTY would pay on such salary amount. In addition, EMPLOYEE shall receive for the duration of the severance time period the benefits of his health insurance under Section 10 of the Agreement at the COUNTY's expense. The COUNTY shall have no obligation to pay the salary severance if the EMPLOYEE is terminated as a result of EMPLOYEE's conviction of an illegal act in performing his duties or for misconduct in performing his duties as defined in Section 443.036(30), Florida Statutes. COUNTY shall pay EMPLOYEE any accumulated, unpaid leave time whether EMPLOYEE is terminated, has resigned or is not renewed.



APPROVED by the Board of County Commissioners on July 2, 2012.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

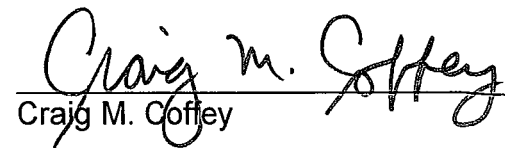
ATTEST:

Gail Wadsworth, Clerk and Ex
Officio Clerk to the Board

Barbara S. Revels, Chair



Witness



Craig M. Coffey

CHRISTIE L. MAYER

Witness name (print or type)

