

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 16**

SUBJECT: 2014 Performance Evaluation for the County Administrator

DATE OF MEETING: December 15, 2014

OVERVIEW/SUMMARY: December 7, 2014, County Administrator Craig M. Coffey celebrated his seventh year with Flagler County. Each year prior to the Administrators evaluation, a list of major accomplishments has been provided outlining the positive contributions of this Administrator (Attachment 1). Mr. Coffey's outstanding leadership qualities were clearly demonstrated during the past seven economically challenging years with accomplishments that would have been difficult to realize even in the best of times.

In the salary comparison to the surrounding counties and cities, Mr. Coffey falls far short (Attachment 2). The County Administrator and County Attorney are the only contract employees on staff, and the only staff employees who report directly to the Flagler County Board of County Commissioners. Each year, Mr. Coffey has opted to only receive increases that all other employees receive, which speak highly of his character. However, staff believes that it is time to properly compensate Mr. Coffey for all of the outstanding work he has accomplished throughout his seven years of employment.

Staff recommends that a 10% salary increase be awarded to Mr. Craig M. Coffey and the Board approve an addendum to the current contract adding an automatic annual 3% merit increase that would mirror the contract template for the County Attorney. The addendum would go into effect December 2015. Th 10% salary increase would bring Mr. Coffey from his current salary of \$146,383.00 to \$161,021.00 and closer to his peers in our surrounding Counties.

All of the other terms and conditions that were previously agreed upon will continue to be in full force and effect. (Attachment 3)

FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE#: Joseph A. Mayer, Community Services Director 313-4033.

RECOMMENDATIONS: Request the Board approval of a 10% salary increase and authorize the Chairman to execute the contact addendum with an effective date of December 2015.

ATTACHMENTS:

1. Major Accomplishments
2. Comparision
3. Contract Addendum
4. Employment Agreement


Joseph Mayer, Community Services Director

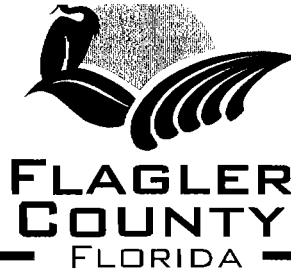

Sally Sherman, Deputy County Administrator

12-11-14
Date

12-11-14
Date

Administration

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



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Phone: (386)313-4001

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Attachment 1

TO: Board of County Commissioners

FROM: Craig M. Coffey, County Administrator *Cmc*

DATE: December 11, 2014

RE: COUNTY ADMINISTRATOR ANNUAL EVALUATION

On December 4, I reached my seventh year anniversary with the County. As part of the annual evaluation for the County Administrator, I wanted to take a moment to make you aware of various items we have accomplished together over the last year. I have listed the items as County accomplishments because they are all part of a larger team effort and items that many individuals played a role in completing. Therefore, my role in each of these items may vary drastically.

County Accomplishments for 2014

Projects with Other Municipalities/Constitutional Offices

- ❖ Navigated Flagler County becoming part of River to Sea Transportation Planning Organization.
- ❖ Entered into an Interlocal Agreement with Volusia County for a potable water interconnection for emergency fire protection for a southern Flagler County development.
- ❖ Integrated all five county municipalities into disaster response and recovery operations, creating the first Flagler County Unified Emergency Operations Center.
- ❖ Consolidated the Sheriff's Department Information Technology Department with the County to provide more cost effective support for both entities.
- ❖ Completed long-term interlocal agreement for Airport industrial park and National Guard site.
- ❖ Designed Old Kings Road North Extension for the City of Palm Coast.
- ❖ Entered into an interlocal agreement with the City of Palm Coast resolving their concerns about County impact fees collected in the City.
- ❖ Partnered with St. John's County to begin implementing the Scenic A1A wayfinding signage project.
- ❖ Worked with School Board to redo lease to refinance School Board GSB debt.
- ❖ Developed a Sunguard business software upgrade plan for BOCC, Clerk of the Court, and Sheriff Departments.
- ❖ Completed PetSmart grant with Flagler Humane Society to increase spade/neutering of pit bull/mixes.
- ❖ Entered into an interlocal agreement with Marineland to perform Development Review Services

Projects

- ❖ Secured a CareerSource training grant to host and fund a professional development training, which was attended by 105 local government professionals (of which 60 were County employees who were able to attend free of charge).
- ❖ Facilitated the opening of Sally's Safe Haven facility.

District 1	District 2	District 3	District 4	District 5
Charles Ericksen, Jr.	Frank Meeker	Barbara Revels	Nate McLaughlin	George Hanns

- ❖ Received Courthouse Annex back from the City of Bunnell and assisted the Ad Hoc Historic Courthouse Committee.
- ❖ Replaced the seventh and final bridge on CR 305; scheduled to open in 3 weeks.
- ❖ Began the replacement of three box culverts on CR 305.
- ❖ Designed and bid out the Sheriffs Operation Center; project came in slightly under budget.
- ❖ Designed and bid out a Correctional Facility Expansion, bids are being reviewed but are believed to be under initial expectations of \$20 million plus.
- ❖ Successfully designed and bid out Bunnell Elementary Trails Project, a/k/a "Art to the Park".
- ❖ Implementing Landscaping Project on SR 100 from Belle Terre to US 1 with FDOT grant.
- ❖ Implementing Landscaping Median Project on SR A1A in front of Island Estates with DRI closeout funds.
- ❖ Completed Design Phase of I-95 Interchange; construction expected in 1st quarter of 2015.
- ❖ Upgraded Bull Creek Campground and successfully bid out restaurant facility to quality private vendor.
- ❖ Developed new tourism policy for Tourism Director events.
- ❖ Began work on the Airport South Entrance Road.
- ❖ Implemented Pre-Trial Diversion Program to ease jail overcrowding and create better outcomes for offenders.
- ❖ Completed improvement at MalaCompra park for trails, boardwalks, parking and crossovers.
- ❖ Relocated and reconstructed new Employee Health Clinic.
- ❖ Converted the St. John's Park Fire Station from a volunteer to full-time station.
- ❖ Developed a Cottage Proposal for several County parks and received over \$350,000 in Grants.
- ❖ Began design of wastewater improvement at Plantation Bay.
- ❖ Construction of Roberts Road sidewalk/trail project underway, which will connect US 1 to SR A1A.
- ❖ Completed MalaCompra Basin Stormwater Master Plan and held two town hall meetings.
- ❖ Combined Flagler County Agricultural Agent with Putnam County through MOU.
- ❖ Began Expansion of Varn Park to add 60 parking spaces, replacement of restroom facility and improved dune walkover.

Departments

- ❖ Created another balanced budget, with a slight millage decrease and little public discourse.
- ❖ For the fifth year in a row, received the Government Finance Officers Association Budget Presentation Award.
- ❖ Completed two more Citizens Academies (for an overall total of eight classes), graduating a total of 175 citizens in the program.
- ❖ Worked as coordinator on successful Short-term Vacation Rental Legislation change.
- ❖ Developed new Short-term Vacation Rental Ordinance; currently under consideration.
- ❖ Successful in securing a \$500,000 Legislative Appropriation for the Florida Agricultural Museum.
- ❖ Worked with the Sheriff's Office to establish a new for process in Forensic Adult Sexual Assault Examinations.
- ❖ Held another successful Feed Flagler event, increasing take home boxes by over 200, increasing hot meals by several hundred, and maintaining donations for local food pantries.
- ❖ Became reapproved to be the lead agency for senior services with ElderSource for another 5 years.
- ❖ Secured a 3 year \$1,200,000 Mental Health and Substance Abuse Grant.
- ❖ Supporting the funding of a Florida Forever Grant application with the Conservation Trust for Florida.
- ❖ Dealt with several ongoing issues with the Supervisor of Elections.
- ❖ Redeveloped defunct development agreements for Eagle Lakes subdivision.
- ❖ Developed a comprehensive staff report for the Salamander Project.

❖ Emergency Management

- Hired a full-time Mitigation Specialist position within the Emergency Management Division.
- Supported response and recovery efforts for the Starlight Tornado.
- Provided Active Assailant Workshops for a variety of organization including BOCC.
- Conducted countywide-agency Emergency Operations Center Preparedness Workshops for Command, Planning Operations, Logistics, and Finance staff.
- Participated in the annual Statewide Hurricane Exercise with Command, Planning, Operations, Logistics, Finance, Damage Assessment, and Recovery personnel.
- Hosted a National Flood Insurance Program and Wind Mitigation Workshop.
- The County was awarded two federal mitigation planning grants totaling \$196,144.34 (\$147,019.41 federal share/\$49,124.93 local share) to update the Local Mitigation Strategy, Community Wildfire Protection Plan and Floodplain Management Plan.
- A County flood warning and response plan was created and contributed an additional 239 points towards the County's Community Rating System score.
- Signed an agreement with the American Society of Prevention of Cruelty to Animals to bring full-scale pet-friendly sheltering operations to Flagler County residents for their domestic pets.
- Set-up Countywide Incident Management Team for Flagler Beach's Fabulous 4th of July Celebration special event, which resulted in an unprecedented clearing of traffic within 75 minutes.
- Instituted Flagler County Emergency Management Internship program; four students from Embry-Riddle Aeronautical University participating for the inaugural semester.
- Set-up Incident Management Team and media outreach for Infectious Disease Preparedness, in light of the flu season, emergency of Enterovirus D68, and public concerns over Ebola.
- Created new emergency operations planning methodology to incorporate Hazard-Specific Plans, Interagency Coordination Procedures, and Position Specific Guides
- Conducted over 82 training sessions and exercises for all sectors of Flagler County, training 1,400+ individuals.
- Flagler EM Volunteer Communications Unit created an Interoperability Communications Center both as a fixed asset in the EOC and as a mobile communications operation with savings exceeding \$275,000 per year to Flagler County.
- Flagler EM Volunteer Communications group has also provided preventative maintenance on all radio equipment, averaging 150 hours per month; first time maintenance in over 7 years.
- Reviewed existing E-911 addressing policy to coordinate uniform addressing and street naming with Palm Coast, Bunnell, Flagler Beach and the unincorporated Flagler County.

❖ Agricultural Extension

- Hosted open house exhibit day - May 31 for 100th Cooperative Extension Service Anniversary.
- Initiated a new Ag Business Retention and Expansion program with Economic Opportunity.

❖ General Services

- Facilities Department, in addition to routine facility maintenance, completed the following capital projects: Fire Station 71 Upgrade/Remodel, Sally's Safe Haven remodel, Bull Creek Restaurant renovation/expansion, employee health clinic relocation and buildout, Palm Coast Library (flooring, paint, roofing and parking lot lights installation), AG Center flooring and painting, Betty Steflik Park boardwalk replacement (Phase 1), Herschel King Park parking lot lights and fencing), and construction of a new pavilion at Princess Place Preserve.
- Parks Department completed implementation of a reservation software program; took 1,467 reservations for Park facilities and camping; hosted 48,000 visitors at Princess Place (providing 4,200 tours of the lodge); and hosted 17 events throughout the year (LAX tournaments, Bull Riding, Creekside Festival, Fair, Cracker Day, Cliffhangers Gun Show, Cross County Races, Access Flagler, multiple running events, etc.) at various County parks.

- Fleet Department dispensed 444,777 gallons of fuel (124,914 gallons of diesel fuel and 319,863 gallons of unleaded fuel); performed 2,017 job orders (work requests), and took delivery of 21 new/replacement vehicles for both the County Commission and Sheriff's Office fleets.
- Utility Department saw the acquisition of what was the Plantation Bay Utility (now referred to as Bunnell Flagler County Utility); and completed upgrades/improvements at the Beverly Beach Wastewater Utility System. In addition, 27 new customers were added to the Beverly Beach System (now serving 509 customers) resulting in an increase of \$62,200 in revenue over what was originally projected.
- Participated in two residential household hazardous waste events with the Cities of Flagler Beach and Bunnell.
- Transportation statistics for the year show: 1) the client base is up 300 customers; 2) total trips are up 4,089 (resulting in an increase of 14,859 revenue miles); 3) a decrease of \$0.95 per trip from \$16.02 to \$15.07; and 4) advertising on the buses has increased from \$6,700 a year to \$30,100 a year based on aggressively selling advertising.
- ❖ Health Department
 - Transitioned all of the clinical programs to an Electronic Health Record format.
 - Successfully navigated the new Health Department Medicaid Managed Health Care program.
 - Expanded the tobacco prevention program and the Healthiest Weight program.
 - Health Department statistics for the year are: primary care visits 3,711; WIC participant clinic visits were 14,722; issued 1,926 birth certificates and 2,846 death certificates; women's health visits were 6,267; immunizations 5,134; dental 5,168; number of reportable diseases investigated 647.
- ❖ Information Technology
 - Drafted new IT Strategic Plan for 2015 – 2018.
 - Started network infrastructure upgrade to improve reliability.
 - Currently implementing improved network security and reduction of spam emails for the County.
 - Rolling out Microsoft O365 to improve security, reliability and productivity for County employees.
- ❖ Library
 - The statistics for the library for the year are: circulated 428,284 collection items including E-books; provided service to 318,039 customers; issued 4,782 new library cards; presented 569 youth programs attended by 23,072 children and teens; 43,247 transactions were performed by customers using the self-service check out equipment; presented 24 programs for adults attended by 1,754 persons; answered 44,319 reference and informational inquiries; provided 70,082 public internet workstation sessions; supported 220,192 uses of various informational databases accessed through the Library web page; borrowed 717 books from other libraries (through the interlibrary loan program); loaned 711 books to other libraries in the interlibrary loan program; added 9,726 new books and other materials, including non-print; registered 107 persons to vote; volunteers contributed 13,474 service hours, saving the County more than \$280,000 in personnel expenses; and processed 1,778 passport applications and 1,794 photos, culminating in more than \$62,000 in revenue.
 - Facility improvements made to the library interior included the entire inside of the building being repainted and new flooring installed; and the roof was given a much needed repair.
 - The library initiated a notary and fingerprinting service to increase revenues.

❖ SHIP

- The SHIP statistics for the year are: five applicants received down payment closing cost assistance totaling approximately \$140,000; seven applicants received rehabilitation assistance for their homes totaling approximately \$144,000; one family received a total of \$125,000 to demolish their existing mobile home with a replacement home built on the same lot; and one homeowner received mortgage foreclosure prevention assistance of just less than \$1,000.

❖ Social Services

- Senior Services began providing case management to veterans identified through the Veterans Administration (VA) under the Veterans Directed Home and Community-Based Services Program. The program enables eligible VA participants to receive consumer-directed care consultant services. These services are authorized in order that the individual may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that care provision and service delivery must be consumer-driven to the maximum extent possible.
- Senior Services staff assisted in the implementation of the Florida Medicaid Long-Term Care Program called the Statewide Medicaid Managed Care Long-term Care Program. This program was implemented in March 2014 for Flagler County seniors. Long-term Care is comprised of two types of health plans, i.e., Health Organizations and Provider Service Networks. The David I. Siegel Center's Adult Day Care program is a key service under the Provider Service Network. Case Managers offer assistance with extensive paperwork requirements and applicable referrals.
- 2013-2014 volunteer hours exceeded 2,500, the majority of which were completed by Meals on Wheels volunteers, in addition to assisting daily at the Wickline Center.
- 2013-2014 Senior Services staff participated in 16 outreach events which included local health fairs, Flagler County Home Show, and Access Flagler First.
- Social Services statistics for 2014: congregate dining meals served at Wickline Center: 8,770; home delivered meals were 27,249; total cost in-home services provided totaled \$29,964.75; and 9,953 transportation trips provided.

❖ Airport

- Projects completed in 2014 include:
 - (a) Runway 06/24 Runway Safety Area Improvement (total project cost was \$2,334,183);
 - (b) Parallel Runway Study, which is part of the ongoing Airport Master Plan Update and Airport Layout Plan (total project cost was \$130,000, which was 100% FDOT funded);
 - (c) Taxiways "C" and "D" Design bids will be opened in mid-December, with construction starting mid-February 2015 (total project cost for the design was \$130,870, which was 100% FDOT funded);
 - (d) Taxiway "E" Design and Construction (total project cost was \$2,218,710, which was 100% FDOT funded);
 - (e) Taxiways "H" Design with anticipated project construction in July 2015 (total project cost of \$119,000 was shared 90% by FAA, 8% by FDOT and 2% local funding).
- On-going Airport projects include:
 - (a) Design for Runway 11-29 Relocation and Extension (project cost: \$704,010, shared by FAA for \$598,500, the FDOT for \$99,210, and the Airport Enterprise Fund at \$6,300);
 - (b) Airport Master Plan Update (project cost: \$166,580, shared by FAA at \$149,922, the FDOT at \$13,326, and the Airport Enterprise Fund for \$3,331);
 - (c) Construction of South Entrance Road-Phase II (project cost of \$2,094,880 to be paid fully by Enterprise Florida; and (d) Florida Army National Guard Renovations to 1000 Aviation Drive.

- Space leased in 2014 includes: (a) AVEO Ground Lease; (b) the Army National Guard Space/Use Agreement (lease of 19,100 sq. ft. of County facility); (c) Delta Engineering Space/Use Agreement (lease of 14,400 sq. ft. of County facility); and (d) Verizon became a new tenant (2nd) on the telecommunications tower increasing revenues.
- 2014 Events: (a) The 3rd Annual Race of the Runways was held on February 15; and (b) Wings Over Flagler a/k/a “Rockin’ the Runways” was held on April 25-26, 2014.
- On October 21-23, the Airport Director and the Economic Development Director exhibited at the National Business Aviation Association Convention in Orlando, FL promoting both the County and the Airport. This was the first occurrence of exhibiting at this national conference.
- The airport identifier was officially changed on November 13, 2014 from XFL to FIN.
- ❖ Growth Management statistics for the year are:
 - Planning & Zoning plan reviews -- 75;
 - Total inspections – 9,200 (Building Department responses – 7,860; Planning & Zoning staff responses – 263; and Central Permitting staff responses – 156);
 - Permits issued FY 10/1/13 thru 9/30/14 were 1,923 of which 179 were single family structures and 1,736 for other structures; since 10/1/14 the permits issued have been 325 with 29 being single family residences and 296 other structures;
 - Code Enforcement FY 10/1/13 thru 9/30/14 action orders have been 1,047; code cases – 66; lien searches – 225; and citations issued – 1.
- ❖ Engineering projects include:
 - Beverly Beach Wastewater Treatment Plant: Funding assistance was provided through an FDEP grant for some of the wastewater costs. Flagler County partnered with the United States Department of Agriculture’s Rural Development program to provide the majority of project funding assistance through grant and loan programs.
 - Bridge Replacement #734082: Removal of existing bridge and construction of a new 44-foot wide bridge with related roadway, drainage, and guardrail improvements on CR 305 south of SR 100. Total cost of project \$1,259,941 funded by the Florida Department of Transportation.
 - US 1 Sidewalk from East Woodland Street to Royal Palms Parkway: Construction of a 5-foot wide sidewalk along the east side of SR5/US 1 from the intersection of East Woodland Street in the city of Bunnell to the existing Lehigh Rail Trail south of Royal Palms Parkway in the City of Palm Coast. Total project cost \$402,048.00 funded by the Florida Department of Transportation.
 - Matanzas Woods Sidewalk: Design and Construction completed for the sidewalk along Matanzas Woods Parkway from State Road 5/US1 to Bird of Paradise Drive. Total project cost \$560,000.00 funded by the Florida Department of Transportation.
 - Old Kings Road Turn Lane into Old Kings Elementary School: Design and Construction of turn lanes on Old Kings Road into Old Kings Elementary School. Total Project cost \$360,268.98 funded by the Florida Department of Transportation.
 - Sidewalks along Old Kings Rd from Old Kings Elementary School to SR 100: Design and Construction of a sidewalk. Total project cost \$196,335.15 funded by the Florida Department of Transportation.
 - State Road 100 Sidewalks: Belle Terre to Flagler Beach. Total project cost for Phase I was \$934,904.32 and total project cost for Phase II was \$477,229.52. Both phases were funded by the Florida Department of Transportation.
 - Sidewalks along SR 100 from Belle Terre Parkway to Bunnell City Limit: Design and Construction of a sidewalk. Total Project cost \$487,872.00 funded by the Florida Department of Transportation.

CMC:clm

County Manager Salary Comparison
2014

<u>Manager/Administrator</u>	<u>County</u>	<u>Base Salary</u>	<u>County Population</u>
Stephanie Kopelousos	Clay	\$176,999.	192,000
Mike Wanchick	St. John's	\$193,800.	196,000
Rick Leary	Putnam	\$145,439.	76,000
Jim Dinneen	Volusia	\$222,000.	500,000
Craig Coffey	Flagler	\$146,383.	100,000
Jim Landon	Palm Coast	\$168,878.	70,000

**AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN FLAGLER COUNTY AND CRAIG COFFEY**

THIS Amendment to Employment Agreement is entered into on the date approved by the Board below, between Flagler County, Florida, a political subdivision of the State of Florida, acting through its Board of County Commissioners, hereafter referred to as "COUNTY," and Craig Coffey, hereafter referred to as "EMPLOYEE."

WITNESSETH:

WHEREAS, the parties entered into a certain Employment Agreement on November 19, 2007, providing for the service of the EMPLOYEE as County Administrator for Flagler County; and

WHEREAS, the County has amended the agreement from time to time; and

WHEREAS, the parties wish to amend the Employment Agreement to provide for the adjustment of the Employee's compensation.

NOW, THEREFORE, it is hereby agreed as follows:

1. Article 4(D), "SALARY" is hereby modified to read as follows:
 - D. County agrees to pay employee a merit increase of 3% effective each year of this agreement subsequently, unless in any given year the Board elects to give a different merit increase, or none.
2. All other terms and conditions of the Employment Agreement entered into by the parties on November 19, 2007, as amended, shall remain in full force and effect.

APPROVED by the Board on the 15th day of December, 2014.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:

Gail Wadsworth, Clerk of the Circuit
Court and Comptroller

Frank Meeker, Chairman

Al Hadeed, County Attorney

Craig Coffey, County Administrator

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

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

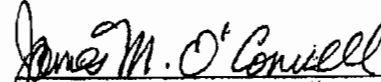
November, 2007.

ATTEST:



Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS



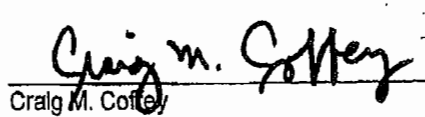
James M. O'Connell
Chairman

APPROVED AS TO FORM:



Albert J. Hadesed, 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



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.



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.




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

14. **APPLICABILITY OF EXISTING EMPLOYMENT AGREEMENT**

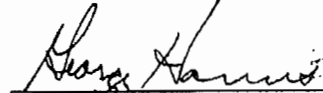
The existing Amended and Restated Agreement approved on September 3, 2008 shall remain in effect until December 3, 2010. This Renewal Agreement shall take effect immediately thereafter with no break in service with Flagler County.

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

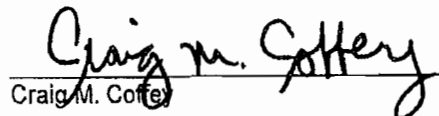
**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


George Hanns
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

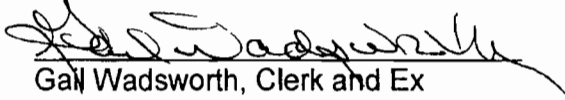
- D. (i) The term of this Agreement is extended for the period from December 4, 2013, to February 23, 2016. This Agreement shall automatically be renewed for an additional three years, to and including February 23, 2019, if the COUNTY fails to communicate to EMPLOYEE by October 23, 2015, in writing that 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

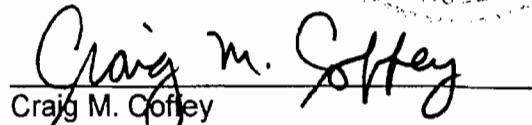
ATTEST:


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)

