

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
FLAGLER COUNTY, FLORIDA
AND
MICHAEL A. RODRÍGUEZ

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”), made and entered into this 11th day of August 2025, by and between Flagler County, Florida, a political subdivision of the State of Florida, by and through the Flagler County Board of County Commissioners (hereinafter “County” or “Board”), and Michael A. Rodríguez (hereinafter “County Attorney”), collectively referred to as “the Parties”.

WITNESSETH:

WHEREAS, on July 17, 2025, the Board approved hiring Michael A. Rodríguez as County Attorney, subject to the negotiation of this employment agreement; and

WHEREAS, the Board desires to engage the professional services of the County Attorney in accordance with applicable provisions of the Florida Statutes (FS) and the Flagler County Code of Ordinances; and

WHEREAS, the County Attorney desires to provide such services subject to the terms and conditions contained herein; and

WHEREAS, the Board further desires to provide certain compensation and establish conditions of employment to:

- (1) encourage the County Attorney to remain in such employment,
- (2) promote full work productivity by assuring high morale and future security,
- (3) provide a just means for terminating services when the County Attorney is unable or unwilling to fully discharge duties or when the Board desires to terminate employment,
- (4) deter malfeasance or dishonesty for personal gain, and
- (5) ensure clarity in the terms and conditions of the employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Article I. Effect of Recitals

The above recitals are incorporated into the body of this Agreement and adopted as findings of fact.

Article II. County Attorney Duties and Obligations

1. The County Attorney agrees to remain in the exclusive employment of the County for the duration of this Agreement, subject to termination provisions, and perform the duties set forth in the Flagler County Code of Ordinances and as assigned by the Board, including but not limited to:
 - Providing legal counsel and advice to the Board of County Commissioners, County Administrator, Deputy County Administrator, Department Heads, and appointed boards.
 - Representing the County in litigation or acting as a liaison with insurance counsel.
 - Drafting and reviewing resolutions, ordinances, agreements, contracts, and grants.
 - Attending Board meetings unless excused by the Board or Chair.
 - Retaining outside counsel as necessary, subject to Board approved budgets.

Article III. Term

1. This Agreement shall continue and remain in effect until County Attorney resigns or is terminated as set forth herein.
2. The Board may terminate this Agreement and the services of County Attorney at any time, subject only to the provisions of this Agreement. Regardless of any other provision in this Agreement, the County Attorney understands and acknowledges that he serves at the pleasure of the Board and that his employment is at-will and exempt from accruing or receiving property rights.

Article IV. Termination, Resignation, and Suspension

1. **Termination by the Board.** The Board retains the right to terminate this Agreement at any time, subject to applicable provisions of Chapter 125, Florida Statutes, and the Flagler County Code of Ordinances. Upon termination, the County Attorney's services shall cease immediately. The County Attorney may request a hearing within three (3) business days of receiving notice of proposed termination.
2. **Resignation by the County Attorney.** The County Attorney may resign at any time by providing a minimum of four (4) weeks prior written notice to the Board. The Agreement shall terminate on the effective date of resignation without further Board action.
3. **Suspension by the Board.** The Board may suspend the County Attorney with full pay and benefits at any time, either by mutual agreement or after a public hearing where a majority of the Board votes to suspend.
4. **Automatic Termination.** This Agreement shall terminate automatically upon the death of the County Attorney or the physical or mental incapacity of the County Attorney

which renders him unable to perform his duties hereunder and which lasts for ninety (90) consecutive calendar days. Upon any such automatic termination, neither party shall have any further obligation or liability under this Agreement.

Article V. Salary and Benefits

1. **Salary.** The County Attorney's annual base salary shall be One Hundred Ninety-Five Thousand (\$195,000) Dollars, subject to applicable federal, state, and local withholdings, paid on the same schedule as other County employees. The County Attorney shall also receive a County cell phone and a vehicle allowance of Five Hundred (\$500) Dollars per month.
2. **Performance Review and Adjustments. Review and Evaluation.**
 - a) For the effective term of this Agreement, at least once each fiscal year between October 1st and October 31st, the Board will review and evaluate the County Attorney's performance.
 - b) The County Attorney will provide the Board a self-evaluation and a summary of accomplishments for the County Attorney's office for the preceding twelve (12) month period.
 - c) Scope of the Review and Evaluation. Beginning in October 2026, and annually thereafter, the Board will conduct a performance review via one-on-one interviews and written evaluations. The review and evaluation will assess the County Attorney's performance of all duties and responsibilities, and his exercise of the powers granted under this Agreement during the immediately preceding twelve (12) month period. Once the performance evaluation is completed, the Board may increase the County Attorney's annual base salary by such amounts and to such extent as the Board in its sole discretion, deems desirable. This evaluation will be considered at a duly noticed public meeting.
 - d) Effective October 1 each year, the County Attorney's salary shall be adjusted annually by the Cost-of-Living Adjustment (COLA) based on the Consumer Price Index (CPI-U), consistent with adjustments for non-union County employees.
3. **Benefits.** The County Attorney shall participate in fringe benefit programs offered to senior management employees, including group insurance, vacation leave (twenty (20) days per year), and the Florida Retirement System. The County shall contribute at the rate applicable to the Senior Management Service Class to either the Florida Retirement System Pension Plan or the Florida Retirement System Investment Plan, as lawfully selected by the County Attorney. Accrued, unused vacation leave may be paid upon separation, not to exceed the maximum established per County policy.

Article VI. Expenses

1. The County shall reimburse the County Attorney for reasonable expenses incurred in

performing official duties, including travel, lodging, and subsistence, pursuant to Chapter 112, Florida Statutes, and County policies, upon submission of properly executed receipts.

Article VII. Bar Dues, Professional Development, and Civic Engagement

1. The County shall budget and pay for the County Attorney's annual Florida Bar dues, Board Certification renewal in County and Local Government Law, and membership in the County and Local Government Law Section of the Florida Bar.
2. The County shall cover reasonable costs for participation in up to two (2) professional associations devoted to local government law, including conference attendance (up to ten (10) business days per fiscal year) and membership dues.
3. The County shall support participation in up to two (2) local civic organizations within Flagler County, covering reasonable membership dues and fees.

Article VIII. Office Space, Supplies, and Equipment

1. The County shall provide sufficient office space, equipment (including a laptop, and cell phone), legal reference materials (e.g., Florida Statutes, Westlaw), and staff (assistants, administrative personnel, and experts) necessary to perform County Attorney duties. The County Attorney may retain outside counsel, subject to Board approved budgets.

Article IX. Severance Pay

1. If terminated for misconduct as defined in Section 443.036(29), Florida Statutes, or for Cause as defined below, the County Attorney shall not be entitled to severance pay.
 - A. Misconduct by the County Attorney as defined in Section 443.036, Florida Statutes;
 - B. County Attorney's willful, deliberate and intentional breach of duties, obligations or policies of the County;
 - C. County Attorney's willful, deliberate and intentional violation of Part III, Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees;
 - D. County Attorney's neglect of duties or obligations required of the County Attorney after written notice of same;
 - E. County Attorney's violation of the County's written rules and policies (including any codes of conduct, employee handbooks, etc.) after written notices of same;
 - F. County Attorney's commission of any criminal act amounting to a felony or any act of moral turpitude while employed as the County Attorney;

- G. County Attorney's conviction of an illegal act in his public or private capacity involving theft, fraud, misappropriation or embezzlement of funds;
 - H. County Attorney's engagement in acts, which would constitute grounds for immediate dismissal of any employee by the County under County policies, now existing or as may be subsequently enacted.
2. If terminated by the Board for reasons other than Misconduct or Cause, the County Attorney shall receive:
- A. Severance pay equal to twenty (20) weeks of compensation at the current rate in accordance with Section 215.425, Florida Statutes,
 - B. Continuation of group insurance coverage for twenty (20) weeks at the level provided on the termination date, and
 - C. Payment for accrued leave per County policy. The County Attorney must execute a general release of liability to receive severance.
 - D. The County shall have no further obligations under this Agreement other than providing such benefits to the County Attorney as other employees of the County would be entitled to upon resignation.

Article X. Indemnification

- 1. To the extent permitted by law and subject to Section 768.28, Florida Statutes, without waiving sovereign immunity, the County shall defend, hold harmless, and indemnify the County Attorney against tort, professional liability claims, or other legal actions arising from acts or omissions within the scope of employment, provided the County Attorney reports such claims promptly and cooperates fully in the defense. This provision does not apply to acts committed in bad faith, with malicious purpose, or with wanton and willful disregard of human rights, safety, or property.

Article XI. General Provisions

- 1. It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board to grant salary and benefit increases, or other perquisites of office. These are proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the County and the continued high morale of the County Attorney.
- 2. The text herein shall constitute the entire Agreement between the parties, and shall be binding upon, and inure to, the benefit of the County Attorney, his heirs, and his executors.
- 3. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, it shall be severable, and the

remainder of this Agreement shall continue in full force and effect.

4. Governing Law and Venue. This Agreement shall be construed according to the laws of State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in Flagler County, Florida.

Article XII. Effective Date

This Agreement shall take effect on August 11, 2025.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month, and year first written above.

COUNTY ATTORNEY:

**BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA**

Michael A. Rodríguez
Date:

Andrew S. Dance, Chair
Date:

SSM