

**ADDENDUM NO. 1**  
**BOARD OF COUNTY COMMISSIONERS' MEETING**  
**JANUARY 18, 2011**

**I. REPORTS – COMMISSIONER HILL**

- A. Approval of recommended employment contract with Darren Gray.**



**LAKE COUNTY**  
**FLORIDA**  
 COUNTY ATTORNEY'S OFFICE

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**MEMORANDUM**

TO: Board of County Commissioners

FROM: Melanie Marsh, Acting County Attorney *mm*

DATE: January 14, 2011

RE: Summary of Employment Contract with Darren Gray

The salary and benefits of the proposed contract are summarized as follows for your convenience:

	<u>Pre-Furlough</u>	<u>Post-Furlough</u>
• Proposed Salary	\$135,000	\$128,769.23
• Benefits package incl. salary	\$190,541.14	\$182,907.52

Benefits:

- Annual Leave Accumulation of 20 days per year
- Administrative Leave of 5 days per year
- County shall deposit 7% of base salary into Deferred Compensation Account per pay period
- Vehicle Allowance (in lieu of mileage reimbursement) of \$450.00 per month
- Severance Package equal to 6 months salary if Mr. Gray is still employed in this capacity after October 1, 2011
- Severance Package equal to 3 months salary if Mr. Gray's contract terminated on or before October 1, 2011.
- Life and Medical Coverage to be paid after termination for the number of months equal to the Severance Package

**EMPLOYMENT AGREEMENT  
BETWEEN THE  
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
DARREN S. GRAY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Lake County Board of County Commissioners, State of Florida, a political subdivision of the State of Florida, hereinafter called "County," as party of the first part, and Darren S. Gray, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, County desires to employ the services of said Employee as County Manager for Lake County Florida, as provided by Chapter 125, Florida Statutes, and Chapter 2, Administration, Article V, County Manager, Lake County Code; and

**WHEREAS**, it is the desire of the County to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the County Manager; and

**WHEREAS**, Employee desires to accept employment as the County Manager under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the material herein contained, the parties agree as follows:

**Section 1: Employment.** The County hereby employs Employee as its County Manager, and Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement. Employment under this Agreement shall commence effective January 18, 2011 (hereinafter the "Commencement Date"), and shall continue in force until

terminated by one of the parties as provided herein.

**Section 2: Compensation.** The County agrees to pay Employee for his services a salary of **One Hundred Thirty Five Thousand (\$135,000)** per year, payable in equal bi-weekly installments or on such other periodic basis as the County may hereafter adopt. Effective October 1, 2011 and annually thereafter, the County shall evaluate the performance of Employee pursuant to the criteria set forth in Section 3 below, and Employee shall be entitled to receive such merit salary increase as the County may approve based upon such performance evaluation. Employee shall not be exempt from furloughs if such furloughs are imposed by the Board of County Commissioners.

**Section 3: Performance Evaluation.**

Employee shall be initially evaluated by the County no later than October 1, 2011. Said review and evaluation shall be in accordance with specific criteria, attached hereto as **Exhibit A**, developed by the Chairman of the Board in consultation with the Employee. Said criteria may be added to or deleted from as the Chairman may from time to time determine, in consultation with Employee. Further, the Chairman of the Board of County Commissioners shall provide Employee with a written summary statement of the findings of the County and provide an adequate opportunity for Employee to discuss his evaluation with the Board of County Commissioners. In the event the Employee does not receive an initial satisfactory evaluation by October 1, 2011, the County shall have the option of terminating this Contract. If the Employee receives a satisfactory evaluation, then Employee shall continue to have annual evaluations no later than October 1<sup>st</sup> of each succeeding year.

**Section 4: Extent of Services.** Employee shall devote his entire working time, attention, and energies to the performance of his duties on behalf of the County.

Employee shall be free to engage in other non-compensated activities provided that they do not detract from his duties on behalf of the County or create the perception of impropriety or conflict of interest. Employee shall not engage in outside activities of a compensated nature (e.g., teaching, consulting, etc.) unless such activities are specifically discussed with and approved by the County.

**Section 5: Employee Benefits.**

The County agrees that Employee shall receive the same benefits as all other management employees of the County provided for in Lake County's Employment Policies and Procedures and any and all other fringe benefits and programs available to County employees, except as modified in this Agreement:

- A. Annual leave accumulation shall be established so as to entitle Employee to twenty (20) annual leave days per year. Accumulation of annual leave shall be measured from the Commencement Date.
- B. It is recognized by the parties that Employee must devote a great deal of time to his employment outside normal office hours conducting the business of the County. As such, Employee shall be allowed to take administrative leave up to a maximum of five (5) days annually as measured from the Commencement Date. Such administrative leave time shall be used within one year of being credited and Employee shall not be able to carry over such leave from year to year.
- C. In addition to the base salary paid by the County to Employee, the County agrees to pay an amount equal to seven (7%) percent of Employee's base salary into an account with one of the County's established deferred compensation vendors, on Employee's behalf, in equal proportionate

amounts each pay period.

D. Professional Development.

1. The County hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel to continue the professional development of Employee and to adequately pursue necessary official functions for the County, including but not limited to the International City/County Management Association (ICMA) Annual Conference, the Florida City and County Management Association (FCCMA) Annual Conference, the Florida Association of Counties Conference, and such other national, regional, state, and local governmental groups and committees.

2. The County also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the County.

E. Vehicle Allowance: Employee shall be paid \$450.00 per month as an allowance for use of Employee's personal vehicle. This allowance shall be in lieu of any mileage reimbursement.

**Section 6: Termination.**

A. Employee may terminate this agreement by providing County with sixty (60) days written notice in advance. In the event Employee terminates his employment with County without cause, he shall be entitled to his normal pay to the date of termination together with any benefits provided by Lake County's Employment Policies and Procedures as of the date of termination.

B. County may terminate this agreement at any time without cause by providing Employee written notice. In the event Employee is terminated from his employment by County without cause, he shall be entitled to his normal pay to the date of termination together with any benefits provided by Lake County's Employment Policies and Procedures as of the date of termination. In the event the County terminates Employee without cause Employee shall also be entitled to a lump sum cash payment (hereinafter "Severance Pay") equal to twenty-four (24) weeks salary; provided, however, such Severance Pay shall be reduced to twelve (12) weeks of salary if the County terminates Employee for failing to receive a satisfactory initial evaluation no later than October 1, 2011. In addition, County shall make the deferred compensation contribution on such lump sum Severance payment (up to the maximum contribution allowable for that calendar year by IRS rules) and shall continue to provide Employee with life and medical insurance for the number of months for which a Severance Payment is due, if any, or until Employee is employed elsewhere and is entitled to full health benefits, whichever comes first. Employee shall not receive vehicle allowance after termination.

C. In the event the County terminates Employee with cause, the County shall have no obligation to pay the Severance Pay set forth in this Section. For the purpose of this paragraph, termination for cause may occur only under the following circumstances:

1. The failure or refusal of Employee to comply with the lawful and reasonable policies, standards, and/or directives of the County which, from time to time, may be established by the County;
2. Employee is found guilty of unprofessional or unethical conduct by any board, institution, or organization, or professional society having legal jurisdiction to pass upon the conduct of Employee;

3. Employee violates the Drug Free Workplace requirements set forth in the Lake County Employment Policies and Procedures Manual;
4. Employee engages in a proven act of dishonesty involving the County's funds or property or commits a felony or misdemeanor, which misdemeanor involves theft, embezzlement, or crime of moral turpitude.
5. Information provided by Employee on the employment application and/or supplemental information such as a resume, proves to be false or untrue.

**Section 7: Return of Records and Equipment.** Upon termination, Employee shall immediately return all records, files, and equipment, which is the property of the County. The prompt return of such records, files, and equipment shall be a condition precedent to payment of Severance Pay (if any) under this Agreement.

**Section 8: Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction as to any legal action commenced by either party hereto shall be limited to the County or Circuit Court in Lake County, and the parties hereto consent to such venue and exclusive jurisdiction of both person and subject matter.

**Section 9: Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and, upon its execution and approval, shall supercede all prior agreements, understandings, and arrangements, both oral and written, between the parties with respect to such subject matter. This Agreement may be amended only by approval of the County and Employee and a written document signed by both parties.

**Section 10: Notices.** Any notice required under this Agreement shall be sent by certified mail, return receipt requested, or be personally delivered to the Chairman of the Board of County Commissioners or Employee, whichever is applicable.

IN WITNESS WHEREOF, the Board of County Commissioners of Lake County has caused this Agreement to be signed and executed in its behalf by its Chairman, and duly attested by its Clerk of the Board of County Commissioners of Lake County, Florida, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**EMPLOYEE**

\_\_\_\_\_  
Darren S. Gray

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Jennifer Hill, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Approved as to form and legality.

\_\_\_\_\_  
Melanie Marsh  
Acting County Attorney