

FLORIDA INLAND NAVIGATION DISTRICT'S  
Personnel Committee Meeting

8:30 a.m., Friday, February 16, 2024

Sebastian City Hall  
1225 Main Street  
Sebastian, (Indian River County) FL 32958

Committee Members

Committee Chair Frank Gernert,  
Steve Boehning, Lynn Williams, Randy Stapleford, and Buddy Davenport

**Item 1. Call to Order.**

Committee Chair Gernert will call the meeting to order.

---

**Item 2. Roll Call.**

Deputy Director Chris Kelley will call the roll.

---

**Item 3. Additions or Deletions.**

Any additions or deletions to the committee meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

---

**Item 4. Public Comments.**

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following the Committee's discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should make an effort to fill out a speaker card or communicate with staff prior to that agenda item.*

---

**Item 5. Current Executive Director Departure Discussion.**

During the meetings held in December 2023 and January 2024, the Personnel Committee and Board of Commissioners discussed offering a severance package to the outgoing Executive Director, who is set to leave his position due to entering the Deferred Retirement Option Program (DROP) with a termination date of February 29, 2024. Last year, the Board initiated a succession plan leading to the appointment of a new Executive Director, redefining staff positions and hiring and promoting replacement staff. While this succession program was underway, the Florida Legislature substantially amended the DROP program, to include extending the DROP period from 60 months to 96 months, including giving current DROP participants the right to request an extension from their current employers. The outgoing Executive Director has not opted to request an extension, thereby forfeiting up to 3 years of DROP participation. While the Board would not be obligated to grant an extension request, Mr. Crosley's forbearing to make the request has spared the Board potential controversy and disruption.

**Personnel Comm. Agenda****February 16, 2024****Page 2.**

The question before the committee today is if they desire to enter into some type of severance agreement with the director in recognition of his many years of service and leadership and of his unselfish waiver of requesting an extension of his DROP time.

RECOMMEND: Approval to move to the next agenda item to begin discussion on the details to be included in a severance package for the outgoing Executive Director.

---

**Item 6. Current Executive Director Pre-Retirement Agreement.**

Staff presents the revised Executive Director Pre-Retirement Agreement request for the Personnel Committee's consideration and approval. Since the initiation of the hiring for a new Assistant Executive Director (AED), and the promotion of the current AED to Executive Director, the Florida Legislature has expanded the Deferred Retirement Option Program (DROP) to a total 96 months, qualifying the current Director to request an extension of his employment with the District to take advantage of the enhanced DROP benefits. The District Attorney has determined that under the District's Employee Handbook and Florida Statutes, the District could enter into an agreement with the current Director to allow for up to six (6) weeks of severance pay.

The Chair of the Personnel Committee is open to the discussion and consideration of a six (6) week severance package for the outgoing Executive Director, with a scheduled retirement date of February 29, 2024.

*(Please see back up pages 3-6)*

RECOMMEND: Approval of a recommendation to the full Board of a six (6) week severance package for the outgoing Executive Director.

---

**Item 7. Additional Agenda Items or Staff Comments.****Item 8. Additional Commissioner Comments.****Item 9. Adjournment.**

*If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**FLORIDA INLAND NAVIGATION DISTRICT**  
**EXECUTIVE DIRECTOR PRE-RETIREMENT AGREEMENT**

This Pre-Retirement Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_ 2024, by and between the FLORIDA INLAND NAVIGATION DISTRICT, a political subdivision and independent special taxing district of the State of Florida, hereinafter called the “DISTRICT”, and MARK CROSLEY, hereinafter called the “DIRECTOR.”

**WITNESSETH:**

**WHEREAS**, DIRECTOR has faithfully and effectively served as the Executive Director of the DISTRICT since October 1, 2013; and

**WHEREAS**, DIRECTOR previously faithfully and effectively served as the Assistant Executive Director of the District since May 1, 1999; and

**WHEREAS**, DIRECTOR has elected to enter the Deferred Retirement Option Program (“DROP”) under which his employment with the DISTRICT is scheduled to terminate effective February 29, 2024; and

**WHEREAS**, on November 18, 2022, the Board decided to promote the current Assistant Executive Director to the position of Executive Director and pursue hiring of a new Assistant Executive Director; and

**WHEREAS**, the Florida Legislature, in its 2023 session, adopted changes to DROP (effective July 2023) including increasing the duration of the participation from sixty (60) months to ninety-six (96) months, specifically including current DROP participants; and

**WHEREAS**, DIRECTOR has not asserted any rights he may or may not have under the 2023 legislation to extend his DROP termination date, which would have been disruptive of the succession plans already being implemented by the Board; and

**WHEREAS**, Employee Handbook Section 9.04 “Retirement”, subsection C states: “Subject to availability of funds and approval by the Executive Director, separation pay may be provided in accordance with Section 9.06 below.”; and

**WHEREAS**, said Section 9.06 “Separation Pay” states:

The District may, but undertakes no legal obligation to, provide separation pay to employees who leave employment. When offered, such pay will only be provided upon the employee’s agreement to execute a separation agreement provided by the District. The District will adhere to the requirements of state and federal law in providing separation pay and requiring a separation agreement including, but not limited to Section 215.425, Florida Statutes.; and

**WHEREAS**, Subsection 215.425(4)(a) states:

On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. [443.036\(29\)](#), by the unit of government.

**WHEREAS**, the Board desires to enter into this Executive Director Pre-Retirement Agreement to provide for a reasonable amount of severance pay in accordance with the provisions of the Employee Handbook and Section 215.425(4)(a).

**WHEREAS**, while Section 215.425(4) allows up to 20 weeks of severance pay, in light of all the facts and circumstances, the Board believes, and DIRECTOR agrees, that ten (10) weeks is an appropriate amount.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, DISTRICT and DIRECTOR hereby agree as follows:

**Section 1 SEVERANCE PAY.**

In recognition of DIRECTOR's many years of faithful and effective performance of duties and outstanding leadership, his implementation of a seamless succession program, and his forbearing to request an extension of his participation in the DROP program, DISTRICT shall pay to the DIRECTOR as severance pay ("Severance Pay") a lump sum equivalent to DIRECTOR's salary for a period of ten (10) weeks, or less then is provided by Florida Statutes § 215.425(4)(a). Payment shall be made by check or electronic transfer within thirty (30) days after DIRECTOR's retirement date.

**Section 2 GENERAL TERMS AND CONDITIONS.**

- (a) In the event that DIRECTOR is terminated for misconduct, as defined in s. 443.036(29) prior to his retirement date, this Agreement shall be null and void.
- (b) If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- (c) The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- (d) No modification or amendment to this Agreement shall be binding or effective unless in writing, executed by both Parties and approved by the Board of Commissioners of the DISTRICT.
- (e) This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

**Section 3 NOTICES.**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent via electronic mail to the DIRECTOR, or in the case of the DISTRICT, to the DISTRICT Finance Director, or by registered mail to the last known residence in the case of the DIRECTOR, or, in the case of the DISTRICT, to its principal office.

**Section 4 ENTIRE AGREEMENT.**

This instrument contains the entire agreement between the parties hereto and may not be modified except by subsequent written agreement signed by both parties. Each party has read and understands each and every provision contained in this Agreement and has had the opportunity to seek the advice and representation of independent counsel. This Agreement is agreed to be the joint work product of the parties and their counsel. Accordingly, no term or provision herein shall be more strictly construed against any one party on the legal basis that a contract should be construed against the drafting party.

**Section 5 VENUE AND GOVERNING LAW.**

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any litigation shall lie in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DISTRICT:  
FLORIDA INLAND NAVIGATION DISTRICT

BY: \_\_\_\_\_  
T. SPENCER CROWLEY, CHAIR

DIRECTOR:

\_\_\_\_\_  
MARK CROSLY