

PRELIMINARY AGENDA – ADDITIONAL AGENDA ITEMS

FLORIDA INLAND NAVIGATION DISTRICT Personnel Committee Meeting

8:30 a.m., Friday, December 8, 2023

Florida Inland Navigation District
600 County Highway 7070, Unit C
Jupiter, FL 33469-3516

(Participation Via Communications Media Technology www.aicw.org)

Item 5b-Add. Current Executive Director Retirement Agreement.

At the November 17, 2023, Personnel Committee meeting, the committee expressed a desire to provide outgoing Executive Director Mark Crosley with an incentive to successfully terminate his employment with the Navigation District.

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 additional options under the Florida Retirement System. At the suggestion of the District Attorney, the District could enter into an agreement with the current DIRECTOR to allow for specific expectations for finalizing his employment, while allowing for a six (6) week severance package.

(Please see back up pages 2-4)

RECOMMEND: Approval of a pre-retirement agreement with the Executive Director for considerations prior to employment ending.

FLORIDA INLAND NAVIGATION DISTRICT
EXECUTIVE DIRECTOR PRE-RETIREMENT AGREEMENT

This Pre-Retirement Agreement (“Agreement”) is entered into on this ___ day of ___ 2023, 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, the 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, the Florida Legislature adopted changes to DROP including increasing the duration of the participation from sixty (60) months to ninety-six (96) months, including current DROP participants; and

WHEREAS, DIRECTOR may have the right to extend his DROP termination date; and

WHEREAS, the Board has decided to promote the current Assistant Executive Director to the position of Executive Director; and

WHEREAS, the Board desires to enter into this Executive Director Pre-Retirement Agreement to provide incentives for DIRECTOR to waive any right he may have to extend his DROP termination date and to settle any potential claims DIRECTOR may have.

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

Section 1 WAIVER OF DROP EXTENSION.

DIRECTOR agrees to waive any and all rights he may have to extend his DROP termination date beyond February 29, 2024.

Section 2 PAYMENT FOR ACRUED SICK LEAVE AND ANNUAL LEAVE.

Any provisions to the contrary in the Employment Handbook notwithstanding, DIRECTOR is allowed to be paid for 100% of all accrued but unused sick leave and annual leave, up to 480 hours each. Any hours of annual leave credits that were previously cancelled due to

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being in excess of 480 hours under Section 6.05 of the Employment Handbook shall be deemed to have been converted to sick leave credits under Section 6.05.

Section 3 SEVERANCE PAY.

As further incentive for DIRECTOR'S waiver of taking his accrued sick leave and annual leave, and in full settlement of any and all claims that DIRECTOR may have to extend his DROP termination date, DISTRICT shall pay to the DIRECTOR as severance pay ("Severance Pay") a lump sum equivalent to DIRECTOR's salary for a period of six (6) weeks as provided by Florida Statutes § 215.425(4)(b),

Section 4 GENERAL TERMS AND CONDITIONS.

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.

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.

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.

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 5 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 6 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.

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Section 7 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: _____

SPENCER CROWLEY, CHAIR

DIRECTOR:

MARK CROSLY