



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>245,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>245,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in *the Proposed Budget*? Yes  No

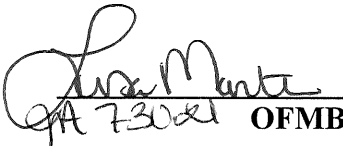
Budget Account No.: Fund 0001 Department 280 Unit 2100 Object 1201  
Reporting Category \_\_\_\_\_

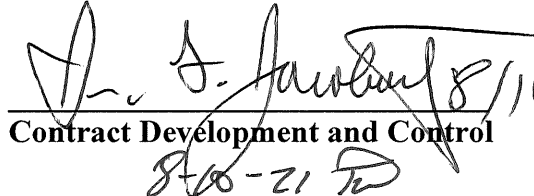
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** \_\_\_\_\_

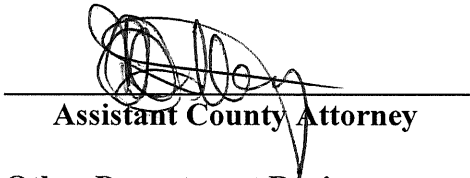
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 7/30/21  
CA 73021 OFMB ASD 7/30

 8/10/21  
Contract Development and Control  
8-10-21 JD

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**EMPLOYMENT CONTRACT – COUNTY ATTORNEY**

This Agreement is made and entered into this 17th day of August, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter “Board”) whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401, and County Attorney Designate, Denise Coffman (hereinafter referred to as “Coffman”) an individual residing at all times in Palm Beach County, Florida.

**WITNESSETH**

**WHEREAS**, on June 1, 2021 the Board approved the County Attorney Designate Agreement appointing Coffman as the County Attorney Designate commencing June 1, 2021 through October 31, 2021; and

**WHEREAS**, the Board approved the County Attorney’s transition plan, which includes Coffman succeeding Denise Marie Nieman as the County Attorney on November 1, 2021; and

**WHEREAS**, Coffman as the County Attorney Designate is required to present an employment contract for the position of County Attorney to the Board for approval at least sixty (60) days prior to the County Attorney’s retirement on October 31, 2021; and

**WHEREAS**, Coffman has accepted the position of County Attorney subject to the terms and conditions set forth herein below; and

**WHEREAS**, the Board finds this Agreement to be in the best interest of the County and public.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

**1. TERM OF AGREEMENT**

1.1 The Board shall employ Denise Coffman as the Palm Beach County Attorney pursuant to Section 4.3 of the Palm Beach County Charter, for five (5) years beginning November 1, 2021 and ending on October 31, 2026, subject to the renewal provisions set forth in Section 5 of this Agreement.

1.2 Coffman shall serve at the pleasure of the Board and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate Coffman’s services, subject to the provisions set forth in Section 6 of this Agreement.

**2. DUTIES AND RESPONSIBILITIES**

2.1 Coffman shall be responsible only to the Board and shall perform the duties of the County Attorney as set out in the County Charter, Florida Statutes, Ordinances, and applicable Administrative Codes. Coffman shall remain in the exclusive employment of the Board until termination of this Agreement, and shall not accept or become employed by any other employer until said termination. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on Coffman’s time off, not in excess of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes, Section 112.311 et. seq., Code of Ethics for Public Officers and Employees, and other applicable provisions of law. At all times, and under all circumstances, County business shall take precedent and priority over and above other demands or commitments of Coffman. During the term of this Agreement, and in any extensions thereof, Coffman shall not participate in any political campaign or hold office in any political party or organization. Coffman agrees to perform such other legally permissible and proper duties as the Board may direct.

**3. SALARY AND BENEFITS**

3.1 The Board shall pay Coffman an initial salary of \$245,000.00 annually, and a continuing annual contribution into the NACo Deferred Compensation Program in the maximum amount allowed by law, inclusive of any catch-up provisions. Coffman will receive an increase in salary at the same percentage as other County employees.

3.2 The Board shall pay Coffman an additional contribution to her base salary in lieu of car allowance, in the amount of \$550 per month.

3.3 The Board shall provide Coffman with all the benefits accruing to County employees under the County's Merit Rules and Regulations for administrative positions, except to the extent modified by this Agreement.

**4. PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES**

4.1 In support of the County's interests, Coffman shall attend and participate in appropriate professional meetings, conferences and seminars at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the County in accordance with County's policies and state law, including membership fees and dues of such organizations as Coffman deems necessary and appropriate in the performance of her duties, and to maintain or improve her professional knowledge and skills. Coffman may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of her duties as County Attorney. The County shall budget and pay for all County employment related dues including all bar dues and subscription for the County Attorney as are beneficial to her continued development and desirable for her continued professional participation, growth and advancement. The County shall budget and pay the travel, fees, and

subsistence expenses of the County Attorney for attendance at national, state and local bar and professional meetings, educational seminars and similar professional development related activities in accordance with the reimbursement provisions of County rules and statutes.

**5. RENEWAL**

5.1 This Agreement may be renewed for a mutually agreed upon term. Should Coffman desire to renew this Agreement, she shall place the renewal of this Agreement on the agenda of a regularly scheduled Board meeting not less than ninety (90) days prior to the expiration of this Agreement. Either party shall give the other at least ninety (90) days written notice of their intent not to renew this Agreement, in which case the Agreement shall terminate (90) days after the written notice, unless it is otherwise terminated under the provisions of Section 6.

**6. TERMINATION AND SEVERANCE PAY**

6.1 In the event the Board terminates the Coffman for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, Coffman shall receive no severance payment from the Board.

6.2 In the event that the Board terminates Coffman without cause during the term of the Agreement, the Board shall provide as severance payments to Coffman, all salary and benefits provided for herein through the remaining term of this Agreement, provided however, that Coffman shall in no event receive more than the equivalent of twenty (20) weeks of compensation, calculated from the date of Coffman's termination, pursuant to Florida Law.

6.3 Notwithstanding anything to the contrary herein, if the Board offers Coffman a bona fide alternative employment position in lieu of termination from County employment, Coffman shall have the option, in her sole discretion, to accept such employment, in which case the severance payment requirements as described herein would be waived.

6.4 In the event Coffman elects not to renew this Agreement by providing to the Board the required ninety (90) day notice of non-renewal, Coffman shall receive no severance payments from the Board but shall be entitled to receive only the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

6.5 In the event the Board provides to Coffman the required ninety (90) days written notice of non-renewal of this Agreement, Coffman shall be entitled to receive as severance payments from the Board, the equivalent of twenty (20) weeks of compensation, pursuant to the terms of this Agreement.

6.6 Should Coffman voluntarily resign her position before the expiration of the term of her employment, Coffman shall provide the Board with ninety (90) days written notice of such resignation. Upon receipt of such notice, the Board may, at its option, require Coffman to terminate her position at an earlier date than set forth in her resignation notice, but Coffman shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

## **7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

7.1 All regulations and rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits, and working conditions as they may now exist, or hereafter be amended, except to the extent specifically set forth in this Agreement, shall apply to Coffman as they would to other employees of the County.

## **8. ENTIRE AGREEMENT**

8.1 The text of this document shall constitute the entire Agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. All the provisions contained in this Agreement are subject to applicable provisions of Florida laws, charter

provisions, and local ordinances. Board and Coffman acknowledge, understand, and agree that nothing within this Agreement can be modified, amended, or revoked except by and with the express written consent of both Board and Coffman.

The Reminder of this Page is Left Intentionally Blank.



IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day set forth above.

**ATTEST:  
JOSEPH ABRUZZO, CLERK  
COMMISSIONERS**



**PALM BEACH COUNTY  
BOARD OF COUNTY**

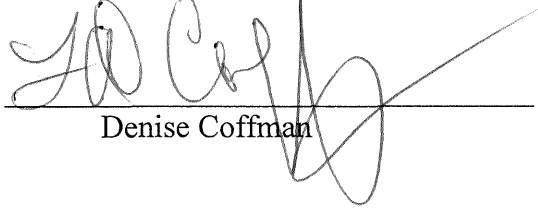
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

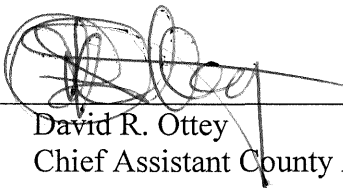
**WITNESS FOR COUNTY ATTORNEY:  
DESIGNATE**

**COUNTY ATTORNEY DESIGNATE:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Denise Coffman

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By:   
\_\_\_\_\_  
David R. Ottey  
Chief Assistant County Attorney

## COUNTY ATTORNEY - REGIONAL SALARY SURVEY - 2021

<u>ORGANIZATION</u>	<u>SALARY</u>	<u>DEFERRED COMP</u>	<u>CAR ALLOWANCE</u>	<u>BONUS</u>	<u>DATE OF HIRE</u>
Broward County	\$335,051	\$26,000	\$7,200 Annual	\$0	1/1/2017
Hillsborough County	\$231,483	\$0	\$0	\$0	8/20/1990
Orange County	\$207,833.60	\$15,500 YR	No	N/A	2/7/2011
<b>Medical Examiner</b>	\$275,835.04				
County Engineer	\$217,900.80				
<b>ISS Dept. Director</b>	\$241,373.60				
<b>County Administrator</b>	\$307,767.68				
<b>Fire Rescue Administrator</b>	\$228,094.88				

PALM BEACH COUNTY EMPLOYEES