

RESOLUTION NO. 2023 - 260

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING THE RESIGNATION OF HUNTER S. CONRAD AS COUNTY ADMINISTRATOR, ACCEPTING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE SEPARATION AGREEMENT AND GENERAL RELEASE BETWEEN HUNTER S. CONRAD AND THE COUNTY, AUTHORIZING THE CHAIR TO EXECUTE THE SEPARATION AGREEMENT AND GENERAL RELEASE ON BEHALF OF THE COUNTY, AND APPOINTING AN INTERIM COUNTY ADMINISTRATOR.**

**WHEREAS**, Hunter S. Conrad is currently employed by St. Johns County, Florida (the County) in the position of County Administrator pursuant to the Professional Services Agreement between Hunter S. Conrad and St. Johns County dated March 7, 2023, (the "Employment Agreement"); and

**WHEREAS**, the Employment Agreement states, "The County Administrator retains the right to resign at any time. In such event, the County Administrator must provide the County with no less than one hundred twenty (120) days prior written notice of the effective date of the resignation. This Agreement shall immediately terminate with no further action required by the Board upon the effective date of such resignation;" and

**WHEREAS**, on June 29, 2023, a Resignation Letter and a Separation Agreement and General Release (the Separation Agreement) were submitted by Hunter S. Conrad to the County; and

**WHEREAS**, the County has determined that it is in the best interest that Hunter S. Conrad resign his employment with County effective June 29, 2023, and to accept the terms, conditions, provisions, and requirements of the Separation Agreement and General Release attached as *Exhibit "A"* and incorporated by reference.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County:

1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.
2. The Board of County Commissioners for St. Johns County waives the one hundred and twenty (120) day notice requirement of Article IV, paragraph 2 of the Professional Services Agreement between Hunter S. Conrad and St. Johns County, Florida dated March 7, 2023 and accept the resignation of Hunter S. Conrad as County Administrator effective June 29, 2023.
3. The Board of County Commissioners for St. Johns County approves the terms, conditions, provisions, and requirements of the Separation Agreement and General


Release between Hunter S. Conrad and St. Johns County and authorizes the Chair to execute the Separation Agreement and General Release in substantially the same form and format as the attached draft on behalf of the County.

4. The Board of County Commissioners of St. Johns County appoints Joy Andrews as interim County Administrator of St. Johns County, Florida effective June 29, 2023.
5. To the extent there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution and Separation Agreement, then this Resolution and Separation Agreement may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of July, 2023.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUL 19 2023

BY:   
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit  
Court & Comptroller

By:   
Deputy Clerk



## SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between St. Johns County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and Hunter S. Conrad (the “EMPLOYEE”).

**WHEREAS**, EMPLOYEE is currently employed by COUNTY in the position of County Administrator pursuant to that certain Professional Services Agreement dated March 7, 2023, (the “Employment Agreement”); and

**WHEREAS**, EMPLOYEE and COUNTY have determined that it is in the best interest of each that the EMPLOYEE resign his employment with COUNTY; and

**WHEREAS**, COUNTY and EMPLOYEE have agreed that EMPLOYEE will receive certain benefits and payments, as more fully detailed herein, in exchange for execution of this Agreement;

**NOW, THEREFORE**, in consideration of their mutual promises and other good and valuable consideration, EMPLOYEE and COUNTY, intending to be legally bound, agree to the following:

**1. Resignation of Employment.** EMPLOYEE resigns from employment with COUNTY, effective as of June 29, 2023 (the “Resignation Date”). Following the Resignation Date, as part of EMPLOYEE’s final paycheck, in addition to payment of all regular wages, EMPLOYEE shall also be paid:

-A lump sum severance payment, as detailed in Section 2 of this Agreement;

-A lump sum payment of all accrued but unused vacation leave, not to exceed 360 hours, as provided in Article V, Section (4) of the Employment Agreement, with accrual being calculated to and through June 29, 2023; and

-A lump sum payment of one-fourth (1/4) of all accrued but unused sick leave, not to exceed 300 hours, as provided in Article V, Section (4) of the Employment Agreement, with accrual being calculated to and through June 29, 2023.

**2. Severance Pay.** COUNTY agrees to provide the EMPLOYEE severance pay in an amount equal to twenty (20) weeks of compensation at his current rate of pay and continuation of group insurance coverage for the EMPLOYEE and his eligible dependents for a period of twenty (20) weeks, which coverage shall be equivalent to the level of coverage provided on the Resignation Date. The cost of such coverage to the COUNTY shall not exceed the COUNTY’s cost for such group insurance coverage in effect on the date of this Agreement. Any cost for coverage above that amount shall be the responsibility of the County Administrator.

**3. Full and General Waiver of All Rights and Claims.** Other than as described in this Agreement, EMPLOYEE hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against COUNTY (including but not limited to, its current and former members, officers, attorneys, employees, agents, successors and assigns) from the beginning of the world until the date of execution of this Agreement, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993; or
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

EMPLOYEE also acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with his employment with COUNTY, the resignation of that employment, or with any of the above-referenced claims. EMPLOYEE understands and agrees that, with respect to the claims he is waiving in this Agreement, he is waiving not only the right to recover money or other relief in any action he might institute, but also that he is waiving any right to recover money or any other relief whatsoever in any action that might be brought on his behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

EMPLOYEE understands that the foregoing list of causes of action which have been waived is meant to be illustrative rather than exhaustive, and understands and acknowledges that he is waiving and releasing COUNTY from any and all causes of action of any nature whatsoever. It is EMPLOYEE's intention to fully, finally and forever resolve and release any and all disputes he may have or believe himself to have against COUNTY with respect to any alleged acts occurring before the effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

**4. Covenant Not to Sue.** EMPLOYEE represents and agrees that he will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against COUNTY and represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by him herein.

**5. Consideration.** In consideration for EMPLOYEE's knowing waiver and release of all claims against COUNTY, COUNTY agrees to provide EMPLOYEE with the benefits described in Paragraph 1 above. The parties agree and acknowledge that the payment as delineated above constitutes good, valuable and sufficient consideration for EMPLOYEE'S full waiver and release of all claims and his fulfilling all other promises as set forth herein.

**6. Miscellaneous.** The following additional terms and conditions shall be a part of this Agreement:

a. Mutual Non-disparagement Clause.

After the date of execution of this agreement, EMPLOYEE agrees that he shall not, directly or indirectly, take or attempt to take any of the following actions: disparage, defame or make derogatory or negative statements to any person or entity regarding COUNTY, which includes the County's current and former elected officials, principals, members, officers, attorneys, employees, agents, successors and assigns.

After the date of execution of this agreement, COUNTY agrees that its principals, elected officials and employees, shall not, directly or indirectly, take or attempt to take any of the following actions: disparage, defame or make derogatory or negative statements to any person or entity regarding EMPLOYEE.

b. Subject to any applicable public records law, COUNTY and EMPLOYEE shall keep confidential all of the terms and provisions of this Agreement.

**7. Governing Law and Severability.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party.

**8. Entire Agreement.** This Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements and understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. EMPLOYEE acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to sign this Agreement except for those set forth in this Agreement.

**9. Amendment.** This Agreement may not be amended except by written agreement signed by all parties.

**10. Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

**11. Acknowledgment.** EMPLOYEE acknowledges that he has carefully read and understands this Agreement and agrees that the COUNTY has not made any representations other than those contained herein. EMPLOYEE also acknowledges that he enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims he had, has, or may have against COUNTY. Lastly, EMPLOYEE acknowledges that he has been advised to consult with an attorney prior to executing this Agreement.

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**IN WITNESS WHEREOF**, EMPLOYEE and COUNTY have executed this Agreement and General Release as set forth below.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

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

**HUNTER S. CONRAD:**

\_\_\_\_\_  
Hunter S. Conrad

Date Signed: \_\_\_\_\_