

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT dated the ____ day of _____, 2024 (the "First Amendment") between HERNANDO COUNTY, a political subdivision of the State of Florida (the "County"), and JEFFREY ROGERS (the "Employee"), and the parties state:

WHEREAS, the County and the Employee entered into an Employment Agreement (the "Employment Agreement") dated as of May 28, 2019, pursuant to which the County retained the Employee to serve as its County Administrator until May 28, 2024; and,

WHEREAS, the parties desire to extend the term of the Employment Agreement and to make ancillary changes to the Employment Agreement.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. Section 2.C. of the Employment Agreement is hereby amended to now read (deleted text shown in strike-through; added text shown underlined):

C. The Employee agrees to remain in the exclusive employ of the County from the Effective Date through May 28, ~~2024~~ 2029, and neither to accept, nor to become employed by any other employer until said termination date. This Agreement may be reviewed annually by either party if a majority of the Board of County Commissioners, or the Employee, so desire. In the event review is requested, written notice must be provided to the other party at least forty-five (45) days prior to the date of the meeting of the Board of County Commissioners during which the ~~revue~~ review will occur.

2. Section 4.A. of the Employment Agreement is hereby amended to now read (deleted text shown in strike-through; added text shown underlined):

A. The County agrees to pay the Employee for services rendered pursuant to this Agreement an annual base salary of ~~One Hundred Sixty-Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$168,750.00)~~ Two Hundred Fifty-Four Thousand Five Hundred Ninety-Two Dollars and Zero Cents (\$254,592.00), effective the next pay period, payable at the same time and intervals as other employees of the County are paid. After a satisfactory evaluation, the Employee's salary will increase in the same manner as other non-represented employees effective October ~~1, 2026~~ 2024. Thereafter, unless otherwise determined by the Board of County Commissioners, the Employee shall receive pay increases in a manner like all

other non-represented county employees, including, but not limited to, any pay and classification studies conducted and implemented by the Board of County Commissioners.

3. Section 5 of the Employment Agreement is hereby amended to now read (deleted text shown in strike-through; added text shown underlined):

5. Subject to State law, and prior approval of the Board of County Commissioners, County hereby agrees to budget and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue official functions of the County, including but not limited to short courses and seminars, and the attendance of the Employee at Annual Conferences of the International City Management Association (ICMA), National Association of Counties (NACo), Florida City and County Manager's Association (FCCMA), ~~and the Florida Association of Counties (FAC)~~, and any other trainings or events the Employee's attendance at which will provide a benefit to the County.

4. Section 7. B. of the Employment Agreement is hereby amended to now read (deleted text shown in strike-through; added text shown underlined):

B. The Employee may carry over, and upon termination, cash out a maximum of ~~ninety (90)~~ one hundred and twenty (120) days of PTO at the rate of one-hundred percent (100%).

5. Other than the amendments addressed above, all other terms, conditions and covenants of the Employment Agreement shall remain in full force and effect.

6. This First Amendment represents the entire understanding of the parties as to the subject matters herein and may only be changed by a writing duly executed by the County and the Employee.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment effective on the date signed by the last party hereto.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(THE COUNTY)**

Date: _____

By: _____
ELIZABETH NARVERUD
Chair

JEFFREY ROGERS (EMPLOYEE)

Date: 2/28/2024

By: 
JEFFREY ROGERS

Approved for Form and Legal Sufficiency


County Attorney

[Signature Verifications Follow on Next Page]

VERIFICATIONS

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2024, by ELIZABETH NARVERUD, Chair of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 28 day of February, 2024, by JEFFREY ROGERS, who is personally known to me or who has produced _____ as identification.

Danielle Archuleta
(Signature of person taking acknowledgment)

Danielle Archuleta
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

