

**COUNTY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BENJAMIN DALE SCOTT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on this ___ day of _____, 2015, by and between the Board of County Commissioners of Columbia County, a political subdivision of the State of Florida, (the “Board”), and Benjamin Dale Scott (“Scott”).

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Board desires to employ the services of Scott as County Manager of Columbia County (the “County”), , pursuant to the terms of the Columbia County Home Rule Charter (the “Charter”), the Columbia County Code of Ordinances (the “County Code”), the Columbia County Administrative Code (the “Administrative Code”), and all relevant statutes, laws, and constitutional provisions applicable to the position of Manager; and,

WHEREAS, it is the desire of the Board to provide certain benefits and establish certain conditions of employment for Scott as County Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Board to secure and retain the services of Scott as County Manager and to provide inducement for him to continue in such employment; and

WHEREAS, Scott desires to accept employment as County Manager in accordance with the terms and conditions of this Agreement.

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

Section 1. Employment.

A. The Board hereby hires and appoints Scott as County Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and any other County ordinances, regulations, resolutions or policies applicable to the position of County Manager, and to perform such other legally permissible and proper duties and functions as the Board shall assign from time to time.

B. Employment of Scott as County Manager shall be effective no later than **September 9, 2015**. This Agreement shall remain in effect until terminated by the Board or Scott as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Scott as Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.

On August 6, 2015, The 5 approved an October 1, 2015 effective date. This was not asked to be changed.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Scott to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2. Duties and Obligations.

A. As the Manager, Scott shall have all of the duties, responsibilities, and powers set forth in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies applicable to the position of Manager. Scott agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of his ability, all in a professional and competent manner.

B. Scott, as the Manager, shall remain in the exclusive employ of the Board and shall devote all necessary time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement. Scott may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Board, provided that such activities shall not interfere with his primary obligations as the Manager pursuant to this Agreement. Scott shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Scott shall serve on any appointed or elected board of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by Scott related to such service, such money or property shall be paid over to or delivered to the County, unless otherwise provided by the Board.

Section 3. Termination and Severance Pay.

A. Termination without Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, at any time whatsoever, terminate the employment of Scott as Manager, without cause, ~~through an affirmative vote of not less than three members of the Board to terminate Scott, but only after reasonable prior notice of calling such vote is provided to Scott. Reasonable prior notice for purposes of this Agreement only is defined as not less than 72 hours notice before any meeting at which the question of termination will be discussed is called to order. If such a vote is called and made,~~ Scott shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the vote to terminate Scott. Upon termination under this part, Scott will be entitled to: 1) a severance payment equal to one hundred and eighty (180) calendar days of base salary; 2) a lump sum payment at his then-hourly rate of base salary as Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; 3) a lump sum payment at his then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; and 4) continuation of the Manager's health insurance under Section 9 at County expense for a period of one hundred and eighty (180) calendar days following the effective date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

The cause for this change is that County Attorney Foreman apparently forgot to consult the County Charter for the requirements of termination of the County Manager.

B. Termination for Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, for good cause shown, terminate the employment of Scott as the Manager at any time whatsoever, ~~through an affirmative vote of not less than three (3) members of the Board of County Commissioners.~~ Scott shall be entitled to a hearing ~~on the question of whether cause existed to terminate his employment,~~ within five (5) business days of termination for good cause shown, if he so requests a hearing, in writing, to the County Attorney. In the event Scott's employment as Manager is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A(1) or the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Board; conduct unbecoming a public employee; illegal or habitual alcohol or drug abuse; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code. For the purpose of this subsection, if Scott pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. If Scott should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Board shall have the right to terminate this Agreement in accordance with provisions of subsection A hereof.

D. This Agreement shall continue in full force and effect until employment is terminated as provided herein, or a new employment agreement between Scott and the Board supersedes it.

Section 4. Resignation.

A. Scott shall provide the County not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

B. In the event Scott voluntarily resigns his position as Manager, the County shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof.

Section 5. Compensation and Annual Review.

A. The County shall pay Scott for his services as the Manager an annual base salary of \$120,000.00 payable in equal installments pursuant to County policy, and may increase Scott's compensation from time to time as herein provided. Scott's salary shall be automatically increased at the same time and by an amount equal to any COLA increase in salary given to the non-union employees of the Board. This Agreement shall not be construed as limiting the authority of the Board to increase the base salary or other benefits paid to Scott under this or any other agreement.

B. The Board shall periodically review and evaluate the performance of Scott as Manager, not less than once every fiscal year with that review to be completed between December 1 and the immediately following January 31. Said review and evaluation shall assess Scott's performance of all duties and responsibilities, and his exercise of all powers for which he is responsible under this Agreement since the effective date of Scott's employment under this Agreement or during the

immediately preceding twelve- (12-) month period. Not later than sixty days following completion of the review, the chairperson of the Board shall provide to Scott a summary written statement of the findings of the Board. Failure by the Board to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement, and shall not constitute waiver as to future reviews.

C. Each fiscal year, the Board and Scott shall work together to define goals and performance objectives that they determine appropriate for the proper operation of the County and attainment of the Board's policy objectives. The goals and objectives shall be prioritized and reduced to writing. The goals and objectives shall be reasonably attainable within the time limitations specified, and shall take in to account the County's annual operating budget and capital budget and appropriations provided thereunder for attaining each goal

Section 6. Retirement.

A. The Board shall contribute to the Florida Retirement System on Scott's behalf as a member of the System's Senior Management Service Class, pursuant to Florida general law.

B. In addition to the retirement contributions made by the Board to the Florida Retirement System, Scott may contribute to such retirement program as may be appropriate, deferred compensation in an amount equal to the current maximum amount provided for in 26 U.S.C. 457. Scott, at all times, shall be fully vested in and entitled to all such contributions.

Section 7. Automobile and Communications Equipment.

The parties understand and agree that the County Manager shall be on call for twenty-four hour service. To facilitate Scott's performance of his duties:

A. The County shall provide Scott with a suitable County vehicle for use on official business and related matters. The County shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle. This vehicle shall not be Scott's primary means of transportation, but shall be available at all times to Scott to travel for purposes related to his performance hereunder.

B. The County shall provide a cell phone for use for County purposes and business.

Section 8. Other Benefits.

A. Except as may be otherwise limited under the terms of this Agreement, Scott as the Manager shall be entitled to earn, use, accrue and be compensated for annual leave, sick leave, holiday leave and other benefits as are generally granted to other non-union employees of the Board of County Commissioners who have accumulated 15 years of service.

B. The Board, in consultation with Scott, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Scott's performance under this Agreement, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law. Any amendment, modification, or other change to this Agreement shall be reduced to writing and signed by Scott and the then-serving Chairperson of the Board after consideration and approval by the Board of County Commissioners.

Section 9. Insurance.

A. The Board shall provide term life insurance as is generally provided to other non-union employees of the Board in the amount of \$120,000 at no charge to Scott as the Manager.

B. The Board shall provide to Scott medical and dental insurance on the same terms and conditions as are available to all other non-union employees of the Board.

Section 10. No Reduction of Benefits.

The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Scott as the Manager, except and to the degree and extent such reduction is also imposed for all other non-union employees of the Board.

Section 11. Dues and Association Memberships.

A. The Board agrees to pay professional dues and subscriptions for Scott as necessary for his participation in the **Florida City and County Management Associations**, as well as any other organizations that the Board agrees are necessary and desirable and conditioned upon budget approval

B. The parties agree that it is necessary for the Manager and beneficial to the County for Scott to attend professional conferences and training sessions relating to counties and county administration. The Board agrees that Scott shall be permitted to attend professional association conferences and training sessions as selected by Scott. The County shall pay the travel and lodging expenses incurred in Scott's attendance at such conferences, together with per diem for subsistence, all in accordance with the policies of the Board applicable to non-union employees, and up to the limitations and restrictions set forth in Section 112.061, Florida Statutes or other applicable Florida law.

Section 12. Residence.

Scott shall at all times remain a full-time resident of the County during his employment as Manager under this Agreement. Should Scott cease to reside within the County, that event shall constitute good cause for termination.

Section 13. Suspension

If the Board wishes to investigate allegations of misconduct by Scott, then the Board shall have the authority to suspend Scott as Manager, but only with full pay and benefits, until such investigation is complete and rendition of a final decision by the Board is made. Suspension may be imposed only by agreement of a majority of the Board and the Manager or after a public hearing in which a majority of the Board members vote to suspend the Manager for cause. Prior to any hearing relating to suspension of Scott, the County Attorney shall give Scott written notice setting forth any charges giving rise to just cause at least 7 days prior to such a hearing.

Section 14. Indemnification

To the extent required and otherwise allowed by law, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without

waiving any available defense of sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless, and indemnify Scott against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by Scott within the scope of his employment hereunder. Provided, however, that Scott shall timely report any such allegation to the Board and thereafter cooperate fully and honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Scott if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Scott by the County for any acts or omissions committed within the scope of his employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Scott's employment with the County. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Scott for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, nor shall it apply for acts or omissions of Scott committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

Section 15. Entire Agreement

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

MANAGER:

Benjamin Dale Scott

BOARD:

Board of County Commissioners of Columbia County, a political subdivision of the State of Florida:

By: _____
Russell DePratter, Chairman

Attest:

P. DeWitt Cason
Clerk of Courts