

EMPLOYMENT CONTRACT

BY AND BETWEEN

TACO E. POPE

AND

NASSAU COUNTY, FLORIDA.

This **EMPLOYMENT CONTRACT**, dated as of this the 16th day of September 2020 (**hereinafter referred to as "Contract"**), entered into by and between **Taco E. Pope (hereinafter referred to as "County Manager")**, and **NASSAU COUNTY, FLORIDA**, a Florida county governmental entity (**hereinafter referred to as "County"**).

RECITALS

WHEREAS, Taco E. Pope has been employed by Nassau County since December of 2005 and served Nassau County and its citizens in several capacities including Director of the County's Planning and Economic Opportunity Department and, most recently, as the Assistant County Manager; and

WHEREAS, Taco E. Pope has demonstrated that he has the ability, knowledge, education, experience and passion to effectively serve Nassau County and its citizens in the position of County Manager; and

WHEREAS, the Nassau County Board of County Commissioners (**hereinafter referred to as "Board"**) find it is in the best interests of the citizens of Nassau County and the organization for Taco E. Pope to serve in the capacity of County Manager; and

WHEREAS, on July 22, 2020, the Board, with a unanimous vote of confidence, directed negotiations to commence with Taco E. Pope to serve as the next County Manager; and

WHEREAS, the Board and Taco E. Pope have approved the terms and conditions of this Employment Contract.

NOW THEREFORE, WITNESSETH: That in consideration of the covenants between Nassau County, Florida, and Taco E. Pope, by and through its Board of County Commissioners, hereby employs Taco E. Pope as the full

time County Manager, and Taco E. Pope hereby accepts such employment all on the following terms and conditions:

SECTION 1. DUTIES

The County Manager will perform management duties for the County as set forth in Exhibit "A". It is agreed that County Manager will be fulltime in his capacity as County Manager and shall report directly to the Board of County Commissioners.

SECTION 2. SALARY AND BENEFITS

- A. Effective September 16, 2020, the County Manager's annual salary under this Employment Contract shall be \$166,502 subject to all applicable withholdings and the County Manager shall be paid on the same payment frequency as other county employees.
- B. The County covenants to budget and appropriate from legally available funds in an amount sufficient to pay the annual salary and benefits of the County Manager. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Contract.
- C. Beginning in October of 2021, and each October thereafter, the individual members of the Board shall annually review and evaluate the County Manager's performance. The evaluation shall be by each member of the full Board, with a copy provided to the County Manager. The review shall be conducted via one-on-one interviews and written evaluations which shall be submitted to the Human Resources Department for compilation with summary scores to be provided to the full Board. At the discretion of the Board, the County Manager may receive a performance increase to his base salary consistent with Section 8.02 of the Nassau County Employee Policies and Procedures Manual.
- D. The County Manager's salary may, at the discretion of the Board, be increased at the same time and by an amount equal to any Cost of Living Adjustment (COLA) or across-the-board pay increase given to the general (non-union) employees of the Board consistent with Section 8.01 of the County's Employee Policies and Procedures Manual.

- E. At any other time, the Board may agree to increase the salary and/or other benefits received by the County Manager in such amounts and to such extent as the Board may determine to be desirable in its sole discretion.
- F. The County shall provide the County Manager with the same comprehensive base medical insurance coverage provided to other general (non-union) employees of the County and shall pay all required base plan premiums for the County Manager and dependent/family coverage. The County Manager may elect to buy-up plans at his sole expense.
- G. The County is an employer as described in the Florida Retirement System Act. The County Manager shall participate in the Senior Management Services Class of the Florida Retirement System, and the County shall contribute the appropriate percentage of his annual base salary to the Florida Retirement System as may be established from time to time by the Florida Retirement System.
- H. County Manager shall be subject to the County's Annual Leave and Sick Leave policies in accordance with Sections 4.01 and 4.02 of the County's Employee Policies and Procedures Manual for fulltime employees hired prior to December 1, 2011 unless otherwise specified in this Contract. The County Manager shall be paid out annually in the first pay period of December for all accrued unused Annual Leave and Sick Leave as of September 30th that exceeds the maximum "carry over" amounts defined in Section 4.01 and 4.02 of the Employee Policies and Procedures Manual.
- I. The County Manager shall be subject to the following County policies as defined in the County's Employment Policies and Procedures Manual; (1) Family Medical Leave Act as defined in Section 5.01, (2) Holiday Leave policies for a department head as defined in Section 6.01, (3) Longevity Pay policy as defined in Section 8.12, and (4) Bonus Leave policy as defined in Section 4.02. Annually, with the first pay period of December, the County Manager shall be paid out for accrued unused Personal Holiday Leave and Bonus Leave hours as of September 30th of that year.

SECTION 3. MISCELLANEOUS

- A. The County shall provide the County Manager with sufficient office space and office equipment, and other supplies, materials and equipment (including computers), and support staff (including professional and clerical staff), that are necessary to enable the County Manager to provide the services expected of a County Manager. In like manner, the County Manager may retain subject matter experts and professional services appropriate to provide the professional management services expected of the office of the County Manager. The County Manager is hereby authorized to retain such subject matter experts and professional services, pursuant to a budget approved by the Board, as the County Manager deems appropriate to provide professional management services to the County.
- B. The County Manager shall have the authority to hire administrative and professional staff necessary to operate a full time County Manager's office provided, however, the County Manager shall seek Board approval prior to creating any new positions.
- C. The County shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the County Manager to attend seminars, educational courses, ICMA meetings/conferences, FCCMA meetings/conferences, American Planning Association (APA) meetings/conferences and other such meetings/conferences pertaining to County/professional matters. The County Manager will be reimbursed for travel expenses outside of Nassau County and provided per diem as adopted by the Board and consistent with Chapter 112, Florida Statutes, solely for travel pertaining to County matters pursuant to a budget approved by the Board. The County encourages the County Manager to attain positions of leadership in local, state, regional and national associations and organizations relevant to his profession and to county government and shall pay annual dues to local, state and national professional associations for such memberships.

- D. The County Manager shall be exempt from the provisions of the County's Employee Policies and Procedures Manual, with the exception of any policies specifically referenced herein which are made applicable to the County Manager by reference herein.
- E. If any provision, or any portion thereof, contained in this Employment Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Contract or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- F. This Employment Contract shall not be amended except in writing and executed by both parties hereto.
- G. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of future rights.
- H. The headings for the sections contained in this Employment Contract are solely for convenience of reference and shall not constitute a part of this contract or affect its meaning, construction or effect.
- I. The County Manager shall be subject to Section 2.16, Fraternization, of the Nassau County Employee Policies and Procedures Manual.

SECTION 4. TERM AND RENEWAL

- A. The County shall employ the County Manager for an initial term to run from the Effective Date of this Contract until December 31, 2023 unless; (1) the Contract is terminated earlier pursuant to the provisions of this Contract; (2) a new employment contract has been jointly negotiated and entered into between the County and the County Manager; or (3) the Contract is extended in accordance with the terms of this Contract.
- B. On December 31, 2023, this Contract shall be extended to December 31, 2025 unless an affirmative vote objecting to the Contract extension is made by a majority of the full Board at the first regular meeting of the Board in the month of October 2023. If such action is taken by the Board, the final date of employment for the County Manager shall be December 31, 2023. Likewise, if the County Manager chooses to object

to the Contract extension, the County Manager shall make that decision known to the Board at the first regular Board meeting in the month of October 2023. If such action is taken by the County Manager, then the final day of employment for the County Manager shall be December 31, 2023. Upon separation from the County, regardless if by action of the Board or the County Manager, the County Manager shall receive any and all benefits and wages earned up to the final date of employment with the County including the full payout of all accrued unused Annual Leave, Sick Leave, Personal Holiday Leave and Bonus Leave **(collectively, hereinafter referred to as "Leave")** hours to be paid at the County Manager's rate of pay as of the date of separation.

- C. If the Contract is extended to December 31, 2025 in accordance with the terms of this Contract, during the first regular Board meeting in the month of October 2025, the Board shall decide, by a majority vote of the full Board, to either (1) extend the Contract by a mutually agreed to term being not less than two (2) years; or, (2) not extend the Contract beyond December 31, 2025. If the County Manager chooses to not extend the Contract beyond December 31, 2025, the County Manager shall make the Board aware of that decision at the same meeting. Upon separation from the County, regardless if by action of the Board or the County Manager, the County Manager shall receive any and all benefits and wages earned up to the date of separation from the County including the full payout of all accrued unused Leave hours to be paid at the County Manager's rate of pay as of the date of separation.

SECTION 5. TERMINATION OF CONTRACT

- A. Termination by County without Cause. The County may terminate this Contract at any time and remove the County Manager from his position by a majority vote of the full Board of County Commissioners. In the event that the County terminates this Contract pursuant to this sub-section, the County shall provide the County Manager with severance pay equivalent to twenty (20) weeks of the County Manager's base weekly compensation, to be paid in accordance with the County's regular pay periods, and provide comprehensive base medical insurance coverage as defined in Section 2(F) of this Contract for the same

twenty (20) week period, provided that the County Manager executes a release of the County and its elected and appointed officials, as composed jointly between the County Manager and the County and approved by the Board, releasing them from liability for any and all claims. The County Manager shall also be entitled to all benefits and wages earned up to the time of termination including the payout of all accrued unused Leave hours to be paid at the County Manager's rate of pay as of the date of termination. Should the County Manager refuse to sign the jointly created release, he shall not be eligible for the twenty (20) weeks of severance pay or comprehensive base medical insurance coverage referenced herein. However, the County Manager shall still be entitled to any and all other benefits or wages already earned as of the date of termination including the payout from the County of all accrued unused Leave hours to be paid at the County Manager's rate of pay as of the date of termination. The County Manager may elect to continue his insurance benefits for a period not to exceed fifty-two (52) weeks pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), but he will be responsible for the full premium amount for such COBRA coverage.

- B. Termination by County for Cause. The County may terminate this Contract for cause by a majority vote of the Board of County Commissioners on the basis that the County Manager is adjudicated guilty by a court of law for committing a felony or other crime relating to his official duties. In the event of a termination for cause, the County Manager is not entitled to the twenty (20) weeks of severance pay or comprehensive base medical insurance coverage referenced in Section 5(A). However, the County Manager shall still be entitled to any and all other benefits or wages already earned as of the date of termination including the payout from the County of all accrued unused Leave hours to be paid at the County Manager's rate of pay as of the date of termination. The County Manager may elect to continue his insurance benefits for a period not to exceed fifty-two (52) weeks pursuant to COBRA, but he will be responsible for the full premium amount for such COBRA coverage.

- C. Termination by County Manager. The County Manager may terminate this Contract by providing the County ninety (90) days advance written notice, directed to the Chair of the Board. Should the County Manager terminate the Contract, he is not entitled to the twenty (20) weeks of severance pay or comprehensive base medical insurance coverage referenced in Section 5(A) of this Contract. However, the County Manager is entitled to any and all benefits and wages already earned prior to the date of termination including the full payout of all accrued Leave hours as of his final day of employment with the County. All leave shall be paid out at the County Manager's rate of pay as of the date of termination. The County hereby agrees there will be no other penalty, punitive action, legal action, sanction or similar act against the County Manager for terminating the Contract so long as the County Manager provides the ninety (90) days advance written notice as defined in this section of the Contract. The County Manager may elect to continue his insurance benefits for a period not to exceed fifty-two (52) weeks pursuant to COBRA, but he will be responsible for the full premium amount for such COBRA coverage.
- D. Other Bases for Termination. This Contract can be terminated by written mutual agreement of both the County and the County Manager. The Contract shall terminate upon the County Manager's death or retirement. In the event of a termination for death or retirement, the County Manager, nor his beneficiary, are entitled to the twenty (20) weeks of severance pay referenced in Section 5(A) of this Contract. However, the County Manager is entitled to any and all wages and benefits earned up to the date of termination including the full pay out of all accrued unused Leave hours. The County Manager shall receive full payout of all accrued unused Leave hours as of his final day of employment with the County. All accrued unused leave shall be paid out at the County Manager's rate of pay at the date of separation from the County. If the Contract is terminated due the death of the County Manager, payout shall be made payable to the employee and provided to his beneficiary, estate or as provided by law. In the case of retirement, consistent with Section 9.03 of the Employee Policies and Procedures Manual, the County Manager shall be subject the same standards for Health Benefits for Retirees as all non-union employees.

- E. The County Manager shall be given the option to resign or retire prior to termination. The County Manager shall be given a minimum period of ten (10) working days from a decision to terminate this contract to make any final arrangements related to Florida Retirement System benefits.

SECTION 6. INTENT

It is the intent of the Board to grant to the County Manager only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to Section 1(e), Article VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power, the County Manager shall only be performing the duty of advising the Board in its role as the policy-setting governing body of the County. The County Manager shall not be construed to have any authority or powers other than those granted to him by the Board.

SECTION 7. INDEMNIFICATION

The County shall defend, save harmless and indemnify the County Manager against any actions, in tort or if he is named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function. Said indemnification shall extend beyond termination of employment and expiration of this Contract to provide full and complete protection to the County Manager by the County for any acts or omissions committed within the scope of his employment hereunder, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal or administrative action occurs during or following County Manager's employment with the County.

SECTION 8. GOVERNING LAW AND VENUE

This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action, or mediation, arising under this Contract shall be in Nassau County, Florida.

SECTION 9. EFFECTIVE DATE

This Employment Contract shall take effect on September 16, 2020.

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

(Printed name of witness)

(Printed name of witness)

Attest as to Chairman's Signature:

John A. Crawford
Its: Ex-officio Clerk

Approved as to form by:

Michael S. Mullin
Its: County Attorney

County Manager:

Taco E. Pope, AICP

Board of County Commissioners Nassau
County, FL:

Daniel B. Leeper
Its: Chairman

EXHIBIT "A"

DUTIES OF THE COUNTY MANAGER

1. Administers and carries out the directives and policies of the Board of County Commissioners and enforces all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed in a timely manner.
2. Reports to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report, beginning in 2021, to the Board on the state of the County, the work of the previous year, and any recommendations as to actions or programs the Manager deems necessary for the improvement of the County and the welfare of its residents.
3. Provides the Board, or individual members thereof, upon request, with available data or information concerning County government and to provide advice and recommendations on County government operations to the Board.
4. Oversees and submits to the Board of County Commissioners for its consideration and adoption the annual operating and capital budget.
5. Establishes the schedules and procedures to be followed by all County departments, offices, and agencies in connection with the budget, and supervise and administer all phases of the budgetary process.
6. Works with the Clerk of Courts to manage the care and custody of all County property.
7. Recommends to the Board a current position classification and pay plan for all positions in County service.
8. Manages the work of County departments reporting to the County Manager and makes recommendations, as needed, pertaining thereto for organization by the Board.
9. Selects Department Heads and fills vacant positions except the County Attorney and those reporting to the County Attorney.
10. Manages and supervises all personnel organizationally reporting to the County Manager.
11. Suspends, discharges or removes any employee under the Board pursuant to the Policy and Procedures Manual adopted by the Board.
12. Serves on or appoints designees to negotiating teams as set by the Board.
13. Attends all meetings of the Board with authority to participate in the discussion of any matter.
14. Interprets and recommends department related policies and procedures.

15. Attends required meetings, conferences, training and course seminars to maintain knowledge of trends and business technology.
16. Interacts and communicates with various groups and individuals such as subordinates, other county supervisors and employees, various other local/state/federal agencies, personnel in other jurisdictions, vendors, contractors, business/property owners, and the general public.
17. Performs such other reasonable duties as may be required by the Board.

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