

**HOLIDAY PARK, PARK AND RECREATION DISTRICT
MANAGER'S EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), entered into this ____day of _____, 2017, and effective this ____ day of _____, 2017, by and between Wayne Schofield, hereinafter referred to as "Manager," and HOLIDAY PARK, PARK AND RECREATION DISTRICT, a Special Park and Recreation District created by the laws of Florida, having its office location at 5401 Holiday Park Boulevard, North Port, Florida 34287, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, HOLIDAY PARK, PARK AND RECREATION DISTRICT is a Special Park and Recreation District created and authorized under Chapter 2001-342, Laws of Florida ("Enabling Act"), and Chapters 189 and 418, Florida Statutes, to operate a recreation special taxing district within its jurisdictional boundaries; and

WHEREAS, the District is governed by a nine (9) - member Board of Trustees who is responsible for the operation of District properties including UNITS ONE AND TWO, located within the City of North Port, Sarasota County, Florida; and

WHEREAS, District desires to employ Manager pursuant to the authority vested in the Board of Trustees in the Enabling Act and general law, for the purpose of providing onsite community association management and other related services associated with the operations of the District; and

WHEREAS, the Manager desires to be employed by District to fulfill the management duties and perform such other duties as shall be reasonably requested by the Board of Trustees, upon the terms, provisions and conditions as hereinafter set forth;

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

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.
2. **Effective Date of Employment and Term:** This Agreement and the Manager's employment shall become effective on February 22, 2018 and continue in effect for and until February 22, 2023, or until otherwise extended by the Parties or terminated by either party as outlined herein. If the District intends to exercise the right to extend the term or conditions of employment beyond the term provided herein, the District shall notify the Manager in writing of the District's desire and shall set forth any modifications to the conditions of employment. The Manager shall be provided no more than thirty (30) days to accept the offer. If accepted,

any modifications to the terms and conditions of employment shall be memorialized in writing to be executed by both parties. Unless otherwise modified by a written agreement executed by the parties, employment of the Manager during any extended term shall be governed by the terms of this Agreement. Nothing in this provision shall be interpreted to entitle the Manager unilaterally to extend the term of employment and nothing in this provision shall be interpreted to entitle the Manager to any additional employment term, compensation or other benefits beyond the original term of this Agreement, in the absence of an extension of the term by the District.

3. **Termination of Agreement:** This Agreement shall expire upon the office of the Manager becoming vacant. Additionally, the Agreement may be terminated by the Manager or by the District in the following ways:

A. **Termination For Cause.** The District may terminate the Manager for cause at a duly-noticed public meeting. Such termination shall be by an affirmative vote of a majority of the District's Board of Trustees membership (i.e., 5 out of 9 members). For purposes of this section, "cause" is defined as follows:

- i. The Manager has been convicted or adjudged guilty of, or plead no contest to, any felony or a serious misdemeanor involving the moral turpitude of the Manager; or
- ii. The Manager files to run for, or is elected or appointed to the District's Board of Trustees; or
- iii. The Manager is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Florida law; or
- iv. The Manager fails or refuses to comply with any direct lawful instruction given by the District's Board of Trustees; or
- v. The Manager becomes incompetent or otherwise permanently unable to perform official duties of the position; or
- vi. The Manager receives a determination, by a medical doctor selected by the District, of total and permanent physical or mental disability and such determination is made under Florida's Workers Compensation statute or under a disability plan; or
- vii. The Manager has been found to have committed misconduct as defined in Florida Statutes § 443.036(29); or
- viii. The Manager has been found to have accepted unauthorized gifts or gratuities; or
- ix. The Manager has been found to have misused his public position or breached the public trust; or
- x. The Manager has violated the District's Drug Free Workplace policy; or
- xi. The Manager pleads guilty, pleads nolo contendere, or is adjudicated guilty to a misdemeanor related to the duties of office and/or any violations of federal,

- state or local law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety or welfare; or
- xii. The Manager retires.

B. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual agreement of the Manager and District in writing upon such terms and conditions as may be mutually beneficial.

C. **Termination by Resignation.** If the Manager desires to resign during the term of this Agreement, he shall provide at least 30 days written notice to the District. If the Manager resigns prior to the expiration of the Agreement, or any extension hereof, he shall receive payment under the Agreement for the balance of salary commensurate with the actual days he has performed duties as the Manager and not for the remainder of the Agreement terms. Resignation by the Manager shall not entitle the Manager to any severance pay.

4. **Severance.** In the event the Manager is terminated "for cause" as defined in paragraph 3, above, the Manager shall not be entitled to severance pay from the District. "Severance pay," as used herein, shall mean the actual or constructive compensation, including salary and benefits as defined by Florida Statutes § 215.425(4).

5. **Benefits.** The Manager shall be provided health insurance coverage, paid holiday, sick leave and vacation benefits from the District. The Manager shall be entitled to the same paid holidays, bereavement leave, personal leave, vacation, health insurance, dental insurance, life insurance and disability insurance benefits, if any, that are provided to all other District employees, except that the Manager shall not be entitled to "cash out" unused sick leave or personal days. The Manager shall be entitled to sick/disability benefits of up to two weeks at full pay and two weeks at half pay each year. Additionally, to the extent any benefits are available for election and purchase by the District's employees at the employee's cost, such election and opportunity to purchase shall also be made available to the Manager at the Manager's cost. A list of all such benefits are provided for and published in the "Holiday Park, Park and Recreation District Conditions of Employment" policy as amended from time to time (hereinafter "Employee Policies"). Notwithstanding the foregoing, commencing on January 1, 2021, the Manager shall be entitled to a maximum of 4 weeks of paid vacation time annually. The Manager shall be entitled to all accrued benefits provided for herein, to the extent any other District employee would be similarly entitled.

6. **Duties and Responsibilities of the Manager.** The Manager accepts the terms and conditions of the employment as set forth herein and agrees to provide such services and perform such other duties, responsibilities, directions or instructions as may from time to time be reasonably assigned to Manager by the District's Board of Trustees. The duties and responsibilities of the Manager are set forth in the written Job Description, attached hereto as Exhibit 1, and in the Employee Policies of the District, as may be amended from time to time. Among other duties and responsibilities, the Manager shall prepare Agendas for workshops and regular public meetings with the aid of the Chairperson of the Board of Trustees. The Manager

shall devote forty (40) hours per week to the performance of Manager's duties. The Manager shall not engage in any other full-time, part-time or any other employment which may be in conflict with the duties set forth under this Agreement without the written consent of the Board of Trustees. With respect to the foregoing, the determination of the propriety of any other engagement by the Manager shall be exclusively the prerogative of the Board of Trustees. Manager shall perform the Manager's duties in accordance with the laws of the State of Florida, Chapter 2001-342, Laws of Florida, the Job Description and the Employee policies of the District and any revisions to any of the foregoing. Manager shall procure and maintain in good standing throughout the term of this Agreement any and all occupational and/or professional licenses that may be required in order for Manager to engage in the above-described services including, but not limited to, the Florida Community Association Manager's License. During the term of this Agreement, the District agrees to bear the expense of the renewal fees for the foregoing license(s) as the same come due and provided Manager continues to qualify for said license(s). Manager shall be required to exercise such skill and proficiency as is required of similarly employed persons.

7. **Salary and Benefits:** The initial base annual salary for the first year of this Agreement will be \$80,850.00, commencing on the effective date of this Agreement, payable in installments at the same time and in the same manner as applicable to any other regular full-time employees of the District. Thereafter, effective on each anniversary of the Manager's employment, the annual salary for all subsequent years shall be as follows:

Year Two (2) :	\$83,275.00
Year Three (3) :	\$85,774.00
Year Four (4):	\$87,489.00
Year Five (5):	\$89,239.00

Unless otherwise modified by the parties in writing, the Manager's salary shall be capped at the Year Five (5) salary amount listed above.

8. **Waiver.** Any waiver by either party of a breach or any provision within this Agreement shall not operate or be construed as a waiver or any subsequent breach of any right that said party may otherwise have.

9. **Entire Agreement.** The text herein, including any exhibits, handbooks, policies or other referenced written materials are hereby incorporated by reference within this Agreement and shall constitute the entire agreement between the Parties, except as it may be amended from time to time. Any amendments to the terms of this Agreement shall be in writing and signed by the Parties. This Agreement supersedes any prior agreements, written or oral, between the Parties.

10. **Savings Provision.** If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion

thereof, shall be deemed to be severable and shall remain in full force and effect to the extent authorized by Florida law.

11. **Attorney's Fees.** The prevailing party in any litigation resulting from any controversy or claim relating to this Agreement or breach thereof shall be entitled to recover all costs and reasonable attorney's fees, including any such costs and fees from any appeal.

12. **Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that in the event of litigation the proper venue shall be Sarasota County, Florida.

13. **Execution.** This Agreement may be executed in any number of copies, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

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On Behalf of the Holiday Park, Park and Recreation District:

Richard Gortz, Chairperson

Date

Karin Anderson, 1st Vice

Date

Brent Corey, 2nd Vice

Date

Dorlis McKinney, Secretary

Date

Don LaMaster, Treasurer

Date

Ken Judd, Trustee

Date

Dave Jones, Trustee

Date

Betty Hart, Trustee

Date

Bill Mitchell, Trustee

Date

By Manager:

Wayne Schofield, Park Manager

Date