

**RESOLUTION R-21-064**

**A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COUNTY ADMINISTRATION; APPOINTING SCOTT L. HOPES AS ACTING COUNTY ADMINISTRATOR; PROVIDING FOR THE AUTHORITY OF THE ACTING COUNTY ADMINISTRATOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sections 125.73 and 125.74, Florida Statutes (the “Act”), and Article II of Chapter 2-2 of the Manatee County Code of Laws (the “Code”), the former County Administrator, Cheri Coryea, served as County Administrator of the County from June 2019 until February 23, 2021; and

**WHEREAS**, Ms. Coryea entered into an agreement with the County to end her service as County Administrator effective February 23, 2021; and

**WHEREAS**, Scott L. Hopes is qualified to serve as the Acting County Administrator pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code; and

**WHEREAS**, pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code, the Board wishes to appoint Scott L. Hopes as Acting County Administrator as provided in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

**SECTION 1. FINDINGS.** The findings contained in the recitals above are true and correct.

**SECTION 2. APPOINTMENT OF ACTING COUNTY ADMINISTRATOR.** Scott L. Hopes is hereby appointed as Acting County Administrator, subject to the following provisions:

- A. Duration: The appointment of Scott L. Hopes shall commence on the effective date of this Resolution (April 1, 2021) and shall expire on the earlier of (i) the expiration or termination of the Contract approved pursuant to Section 2.B, or (iii) the effective date of the appointment of a permanent County Administrator or a replacement Acting County Administrator by resolution of the Board.
- B. Contract; Compensation: The appointment of Scott L. Hopes as Acting County Administrator shall be memorialized in, and governed by, a written contract between the County and Scott L. Hopes substantially in the form attached hereto

as Exhibit "A" (the "Contract"). The compensation of \$187,000 while serving as Acting County Administrator shall be provided for in such Contract. The Chairperson of the Board of County Commissioners is hereby authorized and directed to execute and deliver the Contract, substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the Chairperson, the execution thereof being conclusive evidence of such approval.

### **SECTION 3. AUTHORITY OF ACTING COUNTY ADMINISTRATOR.**

- A. Legal Authority: In accordance with the Contract, the Acting County Administrator shall carry out all functions, powers and duties assigned to the position of County Administrator pursuant to the Act, the general laws of Florida, and other applicable legislation, including without limitation all other statutes, codes, the County's Comprehensive Plan, and all resolutions, policies, and procedures of the County. All delegations of responsibility and authority to the office of the County Administrator made by the Board prior to the adoption of this Resolution shall remain in full force and effect for the Acting County Administrator during the term of his appointment unless expressly modified or rescinded by the Board.
- B. Administration: In accordance with the Contract, the Acting County Administrator shall carry out all functions necessary to serve as the administrative head of the County and shall be responsible for the administration of all departments of the County which the Board has authority to control pursuant to the provisions of law set forth in subsection 3.A, above, as the chief administrative official of the County. Such duties and authority shall also include the administration of contracts legally approved and entered into by the County prior to or after the adoption of this Resolution.
- C. Subject to Authority of Board: The authority granted to the Acting County Administrator pursuant to this Resolution shall not be construed to diminish the authority of the Board as the governing board of the County, or to expand the authority of the Acting County Administrator beyond the authority customarily assigned to the County Administrator, or to otherwise delegate to the Acting County Administrator powers, duties or authority reserved to the Board pursuant to applicable law. In any instance when the provisions of law described in subsection 3.A, above, require the County Administrator to obtain the approval or confirmation of the Board for any decision or appointment, the Acting County Administrator shall be subject to such requirement to obtain such approval or confirmation. The Acting County Administrator shall provide regular reports to the Board of the decisions and actions taken pursuant to this Resolution.

**SECTION 4. SEVERABILITY.** If any section, sentence, clause or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon adoption.

**ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 1st DAY OF APRIL, 2021.**



BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA M. COLONNESO  
CLERK OF THE CIRCUIT  
COURT AND COMPTROLLER

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

**Exhibit "A"**  
**Form of Employment Contract for Acting County Administrator**

**EMPLOYMENT CONTRACT**  
**SCOTT L. HOPES**

This Employment Contract ("Contract") is made and entered into this 1<sup>st</sup> day of April, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and **Scott L. Hopes, DBA, MPH** hereinafter referred to as the "ACTING ADMINISTRATOR."

**WHEREAS**, Florida Statutes § 125.73 and Manatee County Code § 2-2-22, as may hereafter be amended or renumbered, provide for the appointment, by Contract, of a County Administrator by the Board of County Commissioners ("BOARD"); and

**WHEREAS**, the ACTING ADMINISTRATOR shall serve commencing April 1, 2021, and shall receive all the benefits provided herein for so long as he remains the ACTING ADMINISTRATOR for Manatee County.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties agree to the following terms and conditions:

**SECTION I – DUTIES and POWERS**

COUNTY employs the ACTING ADMINISTRATOR with the powers, duties and responsibilities set forth and applicable by the laws of the state of Florida and the laws and policies of the County, including but not limited to the powers enumerated in Florida Statutes § 125.74 and Manatee County Code § 2-2-23, as same may hereafter be amended or renumbered, and such other legally permissible and proper duties and functions as the BOARD shall from time to time assign.

- A. Limitation on Authority: In accordance with Manatee County Code § 2-2-23 and Florida Statutes § 125.74 (k) & (l), the BOARD hereby imposes the following limitation upon the above powers and duties conferred upon the ACTING ADMINISTRATOR:
1. The ACTING ADMINISTRATOR may select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the BOARD. However, the employment of all department heads shall require confirmation by the BOARD.
  2. In the exercise of the power enumerated in Manatee County Code § 2-2-23(13), to suspend or remove from employment any department director or deputy county administrator (regardless of their status as at-will employees of the County), the ACTING ADMINISTRATOR shall adhere to Policy XI., Discipline and Discharge, of the County's

Personnel Policy, Rules and Procedures Manual.

**SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE**

A. Term: This Contract shall commence as of April 1, 2021 (“Effective Date”) and shall terminate on March 31, 2022, unless extended pursuant to Section II.B.

B. Extension: The BOARD may, from time to time, extend this Contract by majority vote of the BOARD for such period or periods of time as provided by the BOARD.

C. Termination: Either party to this Contract may terminate this Contract with or without cause upon 30 days’ written notice to the other party.

**SECTION III – COMPENSATION**

A. Base Salary:

1. The ACTING ADMINISTRATOR shall be paid a base annual salary of \$187,000 commencing on the Effective Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the BOARD.

2. To the extent the BOARD approves a general (cost of living) salary increase in any given budget year, the ACTING ADMINISTRATOR’S base annual salary will increase at the same time and at the same percentage rate as other county employees in his or her same pay class and service length. The ACTING ADMINISTRATOR is not eligible for any merit pay or bonus not provided for herein unless expressly approved by the BOARD.

3. The BOARD may define the goals and performance objectives of the ACTING ADMINISTRATOR. The BOARD will review and appraise the job performance of the ACTING ADMINISTRATOR approximately 90 days after the Effective Date, and thereafter at intervals deemed appropriate by the BOARD. Review and appraisal shall be in accordance with COUNTY’S performance appraisal criteria or other goals and criteria established by the BOARD, in consultation with the ACTING ADMINISTRATOR. Criteria may be added or deleted from time to time as the BOARD determines is in the best interests of the COUNTY. Based upon such performance reviews, the ACTING ADMINISTRATOR’S base annual salary may be adjusted by the BOARD.

B. Automobile: The ACTING ADMINISTRATOR shall receive an automobile allowance of \$450 per month toward expenses incurred for use of a personal vehicle for COUNTY business within County boundaries. Nothing herein precludes the ACTING ADMINISTRATOR from using a COUNTY vehicle for work-related travel as needed.

C. Professional Dues, Travel and Job-Related Expenses:

1. COUNTY shall, consistent with Manatee County Code § 2-2-5, pay reasonable professional dues and subscriptions of the ACTING ADMINISTRATOR that are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement.

2. COUNTY shall pay the ACTING ADMINISTRATOR'S out-of-County travel and per diem expenses while on County business or while attending functions as a representative of, or on behalf of, COUNTY, or for short courses, institutes and seminars that are necessary for the ACTING ADMINISTRATOR'S professional development and for the benefit of the County, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided bylaw.

**SECTION IV – BENEFITS**

A. Health Care Insurance: COUNTY shall make available medical and dental care coverage to the ACTING ADMINISTRATOR on the same basis as other employees of the BOARD.

B. Disability Insurance: COUNTY shall make available under its cafeteria benefits plan, disability insurance coverage to the ACTING ADMINISTRATOR on the same basis as other regular full-time employees of the BOARD.

C. Other Benefits: COUNTY agrees to make available to ACTING ADMINISTRATOR such other benefits as they now exist, and may be amended from time to time, which are provided for other regular full-time employees of the BOARD. These benefits will include, but not be limited to, cafeteria plan options and contributions to the Florida Retirement System in the Senior Management Class, as that class may be defined by FRS from time to time.

**SECTION V – OUTSIDE EMPLOYMENT**

ACTING ADMINISTRATOR agrees to devote his full working time to the performance of his duties and responsibilities under Section I and agrees not to engage in other employment or any contractual relationships for personal services during the term of this Contract without the written consent of the BOARD. The BOARD reserves the right to rescind any prior consent under this paragraph upon 30 days written notice to the ACTING ADMINISTRATOR.

A. Membership on School Board. The ACTING ADMINSTRATOR currently serves as an elected member of the Manatee County School Board ("School Board"). Pursuant to Florida Statutes § 112.3125, the ACTING ADMINISTRATOR has been competitively selected for the position of Acting County Administrator, such that he is legally permitted to continue to serve as a member of the School Board. Provided

however, if the BOARD directs him to resign from the School Board, he shall do so within 30 days.

B. Non-Profit Organizations. The ACTING ADMINISTRATOR shall not serve on the board of any non-profit organization without the written consent of the BOARD.

## **SECTION VI – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The BOARD, in consultation with the ACTING ADMINISTRATOR, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the ACTING ADMINISTRATOR, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Contract or applicable law. Notwithstanding the foregoing, the COUNTY'S Personnel Policies & Procedures Manual, as adopted and revised from time to time by the BOARD, shall apply to the ACTING ADMINISTRATOR to the extent relevant and not in conflict with this Contract or general law.

## **SECTION VII – GENERAL PROVISIONS**

A. This Contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This Contract supersedes any prior agreement, written or oral, between the parties.

B. If any provision or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. The parties agree that this Contract has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D. The ACTING ADMINISTRATOR acknowledges that his decision to enter into this Contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.

[signature page to follow]

**IN WITNESS WHEREOF**, the Manatee County Board of County Commissioners has caused this Employment Contract to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and the ACTING ADMINISTRATOR has executed this Employment Contract, in duplicate, the day and year first above written.

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

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

By: \_\_\_\_\_  
**SCOTT L. HOPES**

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



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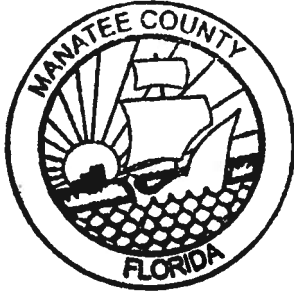
B. If any provision or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. The parties agree that this Contract has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D. The ACTING ADMINISTRATOR acknowledges that his decision to enter into this Contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.

[signature page to follow]

**IN WITNESS WHEREOF**, the Manatee County Board of County Commissioners has caused this Employment Contract to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and the ACTING ADMINISTRATOR has executed this Employment Contract, in duplicate, the day and year first above written.



**MANATEE COUNTY, a political  
subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: [Signature]  
Chairperson

Date: 4/1/21

**ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: [Signature]  
Deputy Clerk

By: [Signature]  
**SCOTT L. HOPES**

Date: 4/1/2021