

SEPARATION AGREEMENT

This Separation Agreement ('Agreement') is made between Manatee County, a political subdivision of the State of Florida ("County"), and Dr. Scott Hopes ("Administrator") (collectively, the "Parties"), intending to be legally bound, and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Separation and Severance. Administrator's active employment with the County is hereby ended effective February 7, 2023 ("Separation Date"). Upon full execution of this Agreement, the County shall:

- (a) Characterize the end of Administrator's employment as a voluntary resignation and separation and maintain the joint statement attached as Exhibit "A" to the Agreement in Administrator's personnel file;
- (b) Stipulate that Administrator's voluntary resignation and separation are "without cause" and that Administrator departs the County in good standing in all relevant respects;
- (c) Pay Administrator severance pay in the amount equivalent to one hundred and twenty (120) days' pay at his regular rate of pay at the time of his separation, minus regular taxes and withholdings, in one lump sum payment by electronic transfer within ten (10) days of execution of this Agreement;
- (d) Pay Administrator for all accrued vacation and sick leave.;
- (e) Pay Administrator in the amount he would have received in deferred compensation pursuant to Section IV.E. of his Employment Contract with the County, dated May 25, 2022, as amended by the Amendment to Employment Contract, dated May 24, 2022, attached hereto as composite Exhibit "B" (the "Employment Contract"), had he remained employed by the County through February 6, 2024, minus regular taxes and withholdings, in one lump sum payment by electronic transfer within (10) days of execution of this Agreement; and
- (f) Continue to provide enrollment of Administrator's current Manatee County Your Choice Health Care Benefits Insurance Plan coverage under the current terms of coverage of the Administrator's elected Health Care Benefits Insurance Plan through February 6, 2024. Administrator shall pay each month Administrator's contribution at the same rate and in the same manner as if he were still employed.

2. Administrator Acknowledgement: Administrator acknowledges that Administrator is not entitled to, and shall not receive or otherwise be compensated in any form for, any benefit, payment, or other remuneration whatsoever that is not expressly enumerated in Section 1., above.

3. Mutual Non-Disparagement. Administrator agrees not to disparage or

speak untruthfully about the County, its currently elected County Commissioners individually and collectively, its acting County Administrator, and its current employees.

The County and each of its elected County Commissioners agree not to disparage or speak untruthfully about Administrator.

The Parties have devised a mutually agreeable joint statement regarding Administrator's voluntary resignation and separation (attached hereto as Exhibit "A") which shall be released upon full execution of this Agreement. The Parties agree to respond to any verbal or written inquiries regarding Administrator's departure from the County by replying in a fashion that is wholly consistent with this joint statement. In addition, upon request from Administrator, the County shall produce a letter confirming the dates of Administrator's employment, Administrator's title, and that states that Administrator's employment ended in good standing and Administrator is eligible for rehire.

4. Unemployment Compensation Claim. The County agrees it will not actively contest any claim Administrator files for unemployment compensation benefits with the Florida Department of Economic Opportunity ("Department"). Upon request by the Department, the County will provide information relating to Administrator's separation and concerning the payments in Section 1. Administrator acknowledges that the Department may, on its own, determine that benefits are not available, or it may delay or reduce Administrator's unemployment compensation benefits in light of the severance payment that Administrator is being provided pursuant to this Agreement.

5. No Admissions. This Agreement is not and shall not in any way be construed as an admission by either Party of any wrongful act or omission, or any liability due and owing, or any violation of any federal, state or local law or regulation.

6. Release. Administrator hereby specifically releases Manatee County, and its officers, employees and agents, to the fullest extent allowed by law, from any and all claims whatsoever, at law or in equity, related to either Administrator's employment with the County or Administrator's separation from the County, including but not limited to any administrative claims or suits under the Americans with Disabilities Act; the Florida Civil Rights Act; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1871, as amended and including 42 U.S.C. §§ 1981, 1983, or 1985; the Fair Labor Standards Act; the Equal Pay Act; the Age Discrimination in Employment Act; the Family and Medical Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Occupational Safety and Health Act; the Florida Worker Compensation Act (including retaliation claims but excepting only medical treatment claims for injuries reported as of Administrator's last date of employment, unless such injuries are rejected for coverage under the law); and Florida Statutes Chapters 447 and 448, from the beginning of time until execution of this Agreement. Administrator further releases Manatee County from actions founded on public policy, contract, tort or other common law, including but not limited to rights

that may exist in law, contract, equity or ordinance from the beginning of time until execution of this Agreement. Nothing contained' in this Section restricts Administrator from bringing a claim to enforce a breach of this Agreement.

Administrator further waives and releases any right to become, and agrees not to consent to become, a member of any class in a case in which claims are asserted against County that are related in any way to Administrator's employment or the termination of Administrator's employment with County. If, without Administrator's prior consent, Administrator is made a member of a class in proceeding, Administrator agrees to opt out of the class at the first opportunity.

7. Entire Agreement; Supplement to Employment Contract. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings, oral and written, among the Parties hereto with respect to the subject matter hereof including without limitation the Employment Contract. To the extent of any conflict between this Agreement and any provision of the Employment Contract, this Agreement constitutes and amendment and supplement to the Employment Contract, and shall supersede any such provision of the Employment Contract.

8. Amendments and Modifications. This Agreement may not be amended or modified except in writing signed by Administrator and Manatee County's Chair or Vice Chair of the Board of County Commissioners at the time of the amendment or modification, specifically stating that it is an Amendment to this Agreement.

9. Drafting. The Parties acknowledge that this Agreement is a product of joint drafting efforts, and shall not be construed against any one party as the drafter.

10. Governing Law and Venue. This Agreement and all of the terms and conditions hereof, shall be construed and interpreted in accordance with the laws of Florida. Should it become necessary for either party to bring action to enforce this Agreement, such action shall be brought in the Circuit Court of Manatee County, Florida. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

11. Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereto and this Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

12. Waiver. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

13. Counterparts and Duplicates. If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all counterparts so executed shall

constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart. This original Agreement or a duplicate copy of the original Agreement shall suffice in an action to enforce any of the terms and conditions herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto acknowledge, understand and agree to this Agreement. The Parties understand and intend to be bound by all of the clauses contained in this document.

DR. SCOTT HOPES

MANATEE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

BY: Board of County Commissioners

By: Kevin VanOstenbridge,
Chairperson

Date

Date

Exhibit A - Separation Agreement
Joint Statement re: Dr. Scott Hopes' Voluntary Resignation and
Separation from Manatee County

We would like to take this opportunity to acknowledge the accomplishments of Dr. Scott Hopes - our most recent County Administrator - and to recognize his longstanding commitment and service to the citizens of Manatee County.

During Mr. Hopes 22 months tenure with Manatee County, Dr. Hopes provided leadership to a team of departments and 2,000 dedicated County employees. He oversaw the annual county budget of 1.5 billion dollars as well as a Capital Improvement Plan inclusive of 500 projects totaling an additional 1.5 billion dollars.

His contributions to Manatee County have been integral to the important advances that the County has made.

**EMPLOYMENT
CONTRACT
DR. SCOTT HOPES**

