

RESOLUTION 18-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT APPROVING DISTRICT MANAGER EMPLOYEE AGREEMENT WITH HERMINIO BUSSOTT AND CENTRAL COUNTY WATER CONTROL DISTRICT; AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT ON BEHALF OF CENTRAL COUNTY WATER CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Central County Water Control District (the "District") initiated advertisement and recruitment for the District Manager position; and

WHEREAS, the Board of Supervisors conducted interviews with qualified applicants at a duly noticed public meeting; and

WHEREAS, the District selected Herminio Bussott as the District Manager.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Central County Water Control District as follows:

Section 1. The Board of Supervisors hereby approves the District Manager Employee Agreement with Herminio Bussott, dated November 14, 2018, which is attached and incorporated in this Resolution as **Exhibit A**.

Section 2. The Board of Supervisors hereby grants authority to the President of the Board of Supervisors to execute the District Manager Employment Agreement, dated November 14, 2018, on behalf of the District.

Section 3. This Resolution shall take effect upon adoption.

PASSED AND APPROVED by the Board of Supervisors of the Central County Water Control

District this 14th day of November, 2018.

**BOARD OF SUPERVISORS
CENTRAL COUNTY WATER CONTROL DISTRICT**

By: _____

BENNY ALVAREZ

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

[Signature]

By: JOHN J. FUMERO, District Attorney

EMPLOYMENT AGREEMENT

between

Central County Water Control District

and

Herminio Bussott

Introduction

This Employment Agreement ("Agreement"), is made and entered into on this 14th day of November, 2018, by and between the Central County Water Control District, an independent Florida Water Control District, (hereinafter called "Employer," "CCWCD," or the "District") and Herminio Bussott (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from November 14, 2018, until terminated by Employer or Employee as provided by this agreement. This agreement shall be automatically renewed on a yearly basis on November 1st of each year.

Section 2: Place of Employment

The Manger shall perform his duties at Employer's principal place of business, 475 Cabbage Palm, Clewiston, Florida 33440 and elsewhere within the geographical boundaries of CCWCD and the State of Florida as necessary.

Section 3: Primary Duties

Employee is to conduct the business of the Employer in accordance with the rules, directives and regulations issued by the Board of Supervisors for the District and in accordance with his job description. The primary duties will entail the development and implementation of plans to maintain and enhance roadways, recreation, and flood control facilities and infrastructure of the District. All rules and regulations and any amendments thereto will be provided in writing to the Employee by the Employer upon commencement of employment and when amended. The Employee is primarily responsible for the operation and maintenance of the water management drainage and recreational clubhouse within the District boundaries, and is the Chief Operating Officer of the District.

In conjunction with his primary duties, the Employee shall be responsible for:

- a. FLOOD CONTROL/ROADS/RECREATION. Employee's primary duties will entail the development and implementation of plans to maintain and enhance roadways, recreation, and flood control facilities and infrastructure of the District and must

also execute and enforce such standards upon reliance and advice of the District Attorney and Engineer;

- b. REPAIRS AND MAINTENANCE. Employee is to assure that all equipment is maintained and/or repaired as necessary and in proper fashion;
- c. RECORD KEEPING. Ensure that proper records are kept concerning the workings of the District in accordance with applicable laws, regulations and directives of the Board of Supervisors for the District, including maintenance records for all major District machinery and equipment;
- d. TRAINING. Employee is responsible for the continued and proper training of all employees of the District.

Section 4: Supervisory and Management Authority

Employee shall have the authority and responsibility to:

- a. Hire and fire employees of the District;
- b. Implement the policies, rules, regulations, and procedures established by the Board of Supervisors of the District. Employee shall be responsible to and receive authority from the Board of Supervisors for the District, in the performance of duties. The Employee shall attend all Board of Supervisor and Committee meetings of the District. In the event the Employee shall be unable to attend any meeting of the Board, the Employee shall give reasonable notice to the Chairman of the Board of Supervisors and District Attorney;
- c. Make recommendations regarding engineers or consulting services;
- d. Approve expenditure for budgeted items not exceeding ten thousand dollars (\$10,000.00) each, for the purchase of expendable water control and plant control chemicals and supplies; equipment repair, replacement of operating spare equipment; and for other supplies and services, excluding payroll expenditures;
- e. In the event of an emergency situation, make the first priority restoring and maintaining service. The Board of Supervisors will then review and ratify emergency expenditures over ten thousand dollars (\$10,000) at the next regular meeting;
- f. Assist the District Treasurer in preparation of an annual budget for the District's operations. Upon budget approval by the District Board of Supervisors, the Employee is fully responsible upon direction and advice of the District Treasurer to see that all requirements of that budget are fulfilled;

- g. Assist the District Engineer and other professionals in developing and maintaining the District's water control plan;
- h. Act as Emergency Operations Coordinator for the District;
- i. Assist the District Attorney in carrying out CCWCD programs and plans;
- j. Serve as District liaison, with the assistance of District Attorney, with other governmental agencies and contractors with whom the District does business.

Section 5: Job Description

Employee is responsible to execute all responsibilities and duties in the manner directed by the Board of Supervisors and to perform the job description as may from time to time be updated and/or amended. A copy of the Employee's Job Description is attached hereto and incorporated herein by reference. All duties contained therein are supplementary to the duties/powers contained herein.

Section 6: Hours of Work

It is expected that the Employee will typically work during normal District Office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the District. Employee is not eligible for overtime or paid compensatory hours. Employee is expected to work throughout emergency events such as hurricanes or other significant weather events

Section 7: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment.

Section 8: Compensation

- a. **Base Salary:** Employer agrees to pay Employee an annual base salary of **sixty-five thousand dollars (\$65,000), less applicable payroll deductions payable in weekly installments in accordance with the Employer's usual payroll schedule.**
- b. This agreement shall be automatically amended to reflect any salary adjustments that are authorized by CCWCD Board of Supervisors.
- c. Consideration shall be given on an annual basis to an increase in compensation. In addition, Employee's salary may be adjusted pursuant to any Cost of Living Adjustments (COLA) given to other employees of the District.

- d. Increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of this Agreement. Increased compensation shall take the form of a salary increase.

Section 9: Insurance Benefits

- a. The Employer agrees to provide for medical, vision and dental insurance benefits for the Employee equal to that which is provided to all other employees of CCWCD. This section shall not affect the grandfathering rights of Employee for family coverage regarding medical, vision and dental insurance benefits.
- b. Employee is automatically entitled to any other standard benefits available to other employees of the District as may now exist or be made available during the term of this contract.

Section 10: Vacation and Sick Leave

- a. The employee shall then accrue sick leave in accordance with other District employees, including the carry-over any vacation leave and sick time accrued by Employee on the effective date of this agreement. Employee shall be credited with four weeks of vacation time and two weeks of sick leave, after his 1st anniversary.
- b. The Employee is entitled to accrue all unused sick and vacation leave, without limit, except in the event that the Employee's employment is terminated.
- c. Employee is automatically entitled to any other standard leave available to other employees of the District as may now exist or be made available during the term of this contract.

Section 11: General Business Expenses and Technology

- a. Employer agrees to pay for professional dues of the Employee for participation in the Florida Association of Special Districts and any other professional associations and organizations necessary for the Employee's continued professional growth, and for the good of the Employer.
- b. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer in accordance with Chapter 112, Fla. Stat. and other applicable state law or CCWCD policy.
- c. The Employer shall provide Employee with the use of a computer, software, Internet service and e-mail (at District offices) and an allowance to cover the cost of a cell phone required for the Employee to perform the job and to maintain communication with the Board Chair, District Attorney and District staff.

- d. The above will be subject to annual appropriations and applicable Employer expense policies. The District Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee. The evaluation process, at a minimum, shall include the opportunity for both parties to meet and discuss the evaluation in a public forum, and in one-on-one meetings with individual Board members. The annual performance evaluation shall occur on or about October 1st of each calendar year.

Section 13: Termination of Employment

- a. Termination of Agreement by Employee. The Employee shall have the right to resign and thereby terminate this agreement by providing minimum of sixty (60) days' written notice to the Employer. If the Employee fails to give a minimum of sixty (60) days' notice before terminating this agreement, he shall forfeit payment for all compensatory time, including sick leave and vacation time.
- b. Termination by Employer. The Employer may terminate this Agreement for just cause. In addition, the Employer may also terminate Employee for any reason and without just cause as provided herein.
- c. Termination for Just Cause. For purposes of this agreement, "Just Cause" means, but is not limited to, the neglect of duties required to be performed under the terms of this agreement, willful breach of the terms of this agreement, disregard of the interests of the Employer in such a manner as to bring Employer into disrepute or to cause a financial liability, misconduct, or continued failure to perform duties in a manner commensurate with the stated expectations of the Employer and which Employee represented he has skills to perform. Just cause also exists if Employee, after being informed of deficiencies in performance of duties, fails to correct same to the satisfaction of Employer within thirty (30) days. When there is termination for just cause, then the Employer is not obligated to pay severance under this Agreement. Prior to initiation of termination procedures based on deficiencies in performance, Employer agrees to inform Employee as to the deficiencies in performance.
- d. Termination Without Just Cause. The Employer may terminate this agreement for any reason and without just cause. In said event, the Employee shall be entitled to severance pay as defined herein.

Section 14: Severance

If the Employee is terminated without just cause, the Employer shall provide a minimum severance payment equal to three (3) month's salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for accrued, earned sick leave and vacation time.

If the Employee is terminated for Just Cause and/or because of a conviction of a felony, violation of State Ethics laws, or failure to abide by the terms of this Agreement, then the Employer is not obligated to pay severance under this Agreement.

Section 15: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and directly arising out of the course and scope of Employee's duties as District Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the District Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in direct connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in direct connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification to be available.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance. A minimum surety bond of \$250,000 shall be secured by the Employee for the benefit of the Employer.

Section 17: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the CCWCD, or applicable law.

In accordance with section 119.0701, Florida Statutes, Employee must keep and maintain this Agreement and any other records associated therewith and that are associated with

the performance of the work described herein. Upon request, Employee must provide the public and with access to such records in accordance with access and cost requirements of Chapter 119, Florida Statutes. Employee shall ensure any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law. Employee shall retain the records described in this paragraph throughout the performance of the work described in this Agreement, and at the conclusion of said work, transfer to the District, at no cost to the District, all such records in his possession and destroy any duplicates thereof. Records that are stored electronically must be transferred to the District in a format that is compatible with the District's information technology systems.

IF THE EMPLOYEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EMPLOYEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT ATTORNEY.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

Chairperson, CCWCD
In c/o District Attorney
750 Park of Commerce Blvd., Suite 210
Boca Raton, FL 33487

EMPLOYEE:

Herminio Bussott
175 North Quebrada Street
Clewiston, FL 33440

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.


Section 19: General Provisions

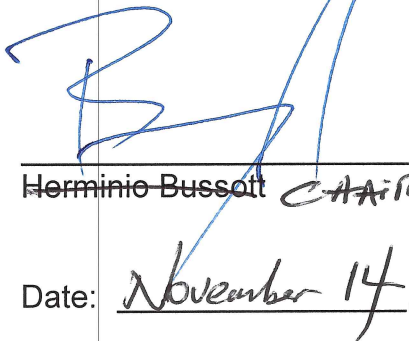
- a. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- b. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

c. Effective Date. This Agreement shall become effective on November 14, 2018.

d. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the CCWCD Board of Supervisors on this 14th day of November, 2018.

By: 
Its: Chairperson Herminio Bussott
Date: 11/14, 2018


~~Herminio Bussott~~ CHAIR, B. ALVAREZ
Date: November 14, 2018

Approved as to form:


John J. Fumero, District Attorney