

**AGREEMENT FOR EMPLOYMENT OF BROWARD COUNTY
INSPECTOR GENERAL**

This Agreement (the "Agreement") is made and entered into by and between Broward County (the "County") and John W. Scott ("Scott").

Recitals

A. Pursuant to section 10.01 of the Broward County Charter (the "Charter"), the Inspector General Selection-Oversight Committee has selected Scott as the Broward County Inspector General (the "County Inspector General"); and

B. Scott wishes to serve as the County Inspector General on the terms and conditions stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Scott agree as follows:

Agreement

1. Recitals. The above-stated recitals are true and correct and are incorporated herein by reference.

2. Appointment; Term of Appointment. Scott's appointment as the County Inspector General has been renewed commencing May 2, 2019, which shall be deemed the Effective Date of this Agreement. The term of appointment is four (4) years commencing on the Effective Date, unless the term is renewed as provided in section 10.01 of the Charter. The term may expire at any time by removal as provided in section 10.01 of the Charter, or by Scott's resignation.

3. Term of Agreement. This Agreement shall terminate immediately upon expiration of Scott's term of appointment as the County Inspector General as provided in paragraph 2 above.

4. Salary. Notwithstanding the Effective Date, Scott shall be paid an annual salary of One Hundred Ninety-Six Thousand, Nine Hundred and Ninety-Five Dollars and Ninety Two cents (\$196,999.92), effective the first full pay period in October 2018, payable in bi-weekly installments in accordance with County policy.

5. Adjustments to Salary. Scott's salary or other elements of his compensation may be adjusted at the discretion of the County Commission upon appropriate recommendation pursuant to section 10.01 of the Charter. If the County Commission approves a base salary increase to the County's unrepresented employees, Scott will receive the same base salary increase and on the same terms and conditions as the County's unrepresented employees. No other adjustment to salary or other

compensation shall be effective unless and until it is reduced to writing and signed by the parties hereto.

6. Deferred Compensation. Scott shall also receive the maximum annual public-employee deferred compensation contributions allowable by IRS regulations for a 457 plan, which contributions shall be due and payable in bi-weekly installments in accordance with County policy. Each bi-weekly contribution shall be paid by the County into a County-approved section 457 deferred compensation plan. The current maximum annual amount shall include, if applicable, the "over 50 catch-up" (currently \$6,000 in addition to the \$19,000 regular annual contribution limit for 2019), but shall not include any other "catch-up" provision.

7. Car Allowance/Travel. Scott will be required to use a car from time to time in performing his duties as Inspector General. In addition to the above-referenced compensation, Scott shall receive a car allowance in the gross amount of Six Hundred Dollars (\$600) per month, which allowance includes reimbursement for all car travel within Broward County. Car travel on County business outside of Broward County will be reimbursed according to County policy. Scott agrees to procure and maintain a car insurance policy with limits of no less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury liability, and One Hundred Thousand Dollars (\$100,000) for property damage. A copy of each current policy shall be provided to the County's Division of Risk Management.

8. Leave. Effective the first full pay period in January 2019, Scott shall receive four (4) weeks of annual leave per year, which shall be accrued in accordance with County policy. Scott shall accrue sick leave in accordance with County policy. Upon termination of Scott's service as County Inspector General, Scott shall be entitled to a payout of any accrued annual and sick leave in accordance with County policy.

9. County Furlough Policy. Scott acknowledges that all County employees, including the County Inspector General, must comply with any furlough policy applicable to unrepresented employees.

10. Other Benefits and Requirements. Except to the extent inconsistent with the terms of this Agreement, all policies of the County shall apply to Scott. This includes but is not limited to policies related to leave (including annual leave, sick leave, administrative leave (job basis), and personal days); retirement and pension contributions; holidays; other fringe benefits; and working conditions.

11. Section 10.01 of Broward County Charter Controls. In the event of any inconsistency between any term or provision of this Agreement and any term or provision of Section 10.01 of the Charter, the applicable term or provision of section 10.01 of the Charter shall govern and control.

12. References to County Policy. Scott acknowledges that the County reserves the right to amend its policies at any time, and that references to County policy in this Agreement shall mean the policy as same may be amended from time to time.

13. Entire Agreement; Amendment; Construction; Venue. This Agreement constitutes the entire and final agreement and understanding of the parties in connection with Scott's appointment as County Inspector General, and supersedes any and all prior or contemporaneous promises, agreements, understandings and representations in connection with such appointment. No amendment to this Agreement shall be effective unless it is in a writing signed by Scott and signed by an authorized representative of the County after being approved by the County Commission. Because both parties contributed equally to the drafting of this Agreement, the Agreement shall not be construed more strictly against either party. The parties agree that exclusive venue for any litigation resulting from, arising under, or related to this Agreement shall be in the 17th Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida.

14. Legal Review. Scott acknowledges that he has had ample opportunity to consult with independent legal counsel of his choosing in connection with the negotiation and drafting of this Agreement, and that he has obtained the legal guidance he determined to be necessary and appropriate.

THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the ___ day of January, 2019.

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

County Administrator, and
Ex-officio Clerk of the Broward County
Board of County Commissioners

by: _____
Mayor

____ day of January, 2019

Approved as to form by:

ANDREW MEYERS
County Attorney for Broward County
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  1/14/19
Adam Katzman, Assistant County Attorney



John W. Scott


____ day of January, 2019