

**RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION
EMPLOYMENT AGREEMENT WITH EXECUTIVE DIRECTOR**

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, by and between the River to Sea Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, *Florida Statutes*, whose address, for the purposes of notice, is 2570 West International Speedway Boulevard, Suite 100, Daytona Beach, Florida 32114, hereinafter called “**R2CTPO**,” and Lois Bollenback, whose address, for the purposes of notice is 30 Cochise Court, Palm Coast, Florida 32137, hereinafter called “**Employee**,” both of whom understand as follows:

WITNESSTH:

WHEREAS, it is the desire of the **R2CTPO** to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Employee as she continues to serve the **R2CTPO** as the Executive Director of the organizations; and

WHEREAS, it is the desire of the **R2CTPO** to accomplish the following:

1. Secure and retain the services of the **Employee** and to provide inducement for her to remain in such employment;
2. Make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security;
3. Establish employment terms which act as a deterrent against malfeasance or dishonesty for personal gain on the part of the **Employee**; and
4. Provide a just means for terminating Employee’s services at such time as she may be unable to discharge her duties or when the **R2CTPO** may desire to otherwise terminate her employ; and

WHEREAS, Employee desires to continue employment as the Executive Director of the R2CTPO.

NOW, THEREFORE, be it agreed and resolved, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the parties hereto agree as follows:

Section 1: DUTIES

As established and authorized by the Interlocal Agreement for Creation of the Metropolitan Planning Organization (FDOT Form 525-010-01, Dated August 19, 2014) **R2CTPO** hereby agrees to employ Lois Bollenback as Executive Director to perform the functions and duties specified by the **R2CTPO**, and to perform such other legally permissible and proper duties and functions as the **R2CTPO** shall from time-to-time assign.

Section 2: TERM

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **R2CTPO** to terminate the services of the **Employee** at any time, subject only to the provisions set forth in Section 3 A and B of this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **Employee** to resign at any time from his position with the **R2CTPO**, subject only to the provisions set forth in Section 3 C of this Agreement.
- C. The terms and conditions of this Agreement shall be binding on both parties and **Employee** shall serve at the pleasure of the Board of the **R2CTPO**. The length of the contract period is a three (3)-year term.

Section 3: TERMINATION, SEVERANCE PAY, AND RESIGNATION

- A. The **R2CTPO** shall provide the **Employee** sixty (60) days notice of any termination of the **Employee** without cause. In the event the **Employee** is terminated by the **R2CTPO**, without cause, during such time that **Employee** is willing and able to perform the duties of Executive Director, then, in that event, the **R2CTPO** agrees to pay **Employee** a lump sum payment equal to twenty (20) weeks base salary plus benefits and accrued Paid Time Off (PTO) (as established in Section 215.425(4)(a) *Florida Statutes*) In the event that the **Employee** is terminated due to misconduct, as defined in Section 443.036(29), *Florida Statutes*, the **R2CTPO** shall have no obligation to pay the severance sum established in this Section.
- B. In the event **R2CTPO**, at any time during the employment term, reduces the salary or other financial benefits to **Employee** in greater percentage than applicable across-the-board reduction for all **R2CTPO** employees; or in the event that the **R2CTPO** refuses, following written notice, to comply with any other provision benefiting **Employee** herein; or the **Employee** resigns following a suggestion, whether formal or informal by the **R2CTPO** that she resign without any finding of misconduct, then, in that event, the **Employee** may, at her option, be deemed to be “terminated” at the date of such reduction or refusal to comply or suggestion that the **Employee** resign. “Termination” under this condition is considered “without cause” and **Employee** would receive severance as outlined in Subsection A of this Section.
- C. In the event that the **Employee** voluntarily resigns her position with the **R2CTPO**, then **Employee** shall give the **R2CTPO** sixty (60) days advance notice. In the event that the **Employee** resigns without the required sixty (60) days advance notice, she shall promptly reimburse the **R2CTPO** for any prepaid benefits hereunder, such as pre-paid premium for life insurance, disability insurance, retirement, etc. Alternatively, the **R2CTPO** may, at its discretion, deduct such reimbursement sums from **Employee**’s final pay check provided that the **Employee** shall be, at a minimum, be paid the minimum wage established by law for the final pay check with any remaining sum due to be repaid constituting indebtedness that may be collected by any lawful means.

Section 4: SALARY

The **R2CTPO** agrees to pay the **Employee** for her services rendered pursuant hereto the following annual (twelve (12) month) amount, payable in equal installments at the same time as other employees of the **R2CTPO** staff are paid:

Effective March 1, 2017..... \$

The **R2CTPO** shall conduct a performance evaluation of the **Employee** on an annual basis, at least (3) months prior to the anniversary date of this Agreement, and shall occur subsequent to the recommendation of the Executive Committee being made no later than November 30 of each year. The **R2CTPO** shall utilize the Employee’s annual performance evaluation as a basis for negotiation for salary or any other parts of this Agreement. Any subsequent salary increases shall be based upon the **Employee’s** performance.

Section 5: HOURS OF WORK

The **Employee** agrees to maintain regular office hours during the hours that the **R2CTPO** conducts its business, from 8:00 am to 5:00 pm, Monday through Friday (excluding holidays and emergency closing days). In addition, it is recognized by the **Employee** that she will be required to also devote time outside of the normal office hours to conduct the business of the **R2CTPO**.

Section 6: AUTOMOBILE

The **Employee’s** duties require that she shall require and have the exclusive use of an automobile at all times during her employment with the **R2CTPO**. To this end, the **Employee** is required to have and maintain a valid Florida driver’s license and maintain a good driving record. The **R2CTPO** shall pay the **Employee** five hundred dollars (**\$500.00**) per month as an automobile allowance. The **Employee** shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said automobile. For any travel outside of the Metropolitan Planning Area (MPA) boundary applicable to the **R2CTPO**, the **Employee** shall be paid the standard mileage rate as approved for all employees.

Section 7: DUES AND SUBSCRIPTIONS

The **R2CTPO** agrees to budget and to pay a reasonable amount toward the professional and civic organization dues and subscriptions of the **Employee** necessary for her continuation and full participation in national, regional, State, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and the good of the **R2CTPO**, subject to Executive Committee approval.

Section 8: PROFESSIONAL DEVELOPMENT

The **R2CTPO** hereby agrees to budget and to pay the travel and subsistence expenses of the **Employee** for professional and official travel, meetings, and occasions adequate to continue the professional development of the **Employee** and to adequately pursue necessary official and other

functions for the **R2CTPO**. The amount so budgeted and paid shall be a reasonable amount subject to Executive Committee approval. Any outside engagements not related to the **Employee's** professional responsibilities shall not interfere with the **Employee's** professional responsibility to this position.

Section 9: GENERAL EXPENSES

The **R2CTPO** recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the **Employee** and agrees to reimburse or to pay said general expenses including, but not limited to, cellular telephone use. The **R2CTPO** hereby authorizes its Chief Financial Officer to disburse such monies upon receipt of appropriate expense or petty cash vouchers, receipts or statements for approval and any expenses disallowed will be reimbursed by the **Employee** to the **R2CTPO**. The particular procedures, limitations, and funding shall be as agreed between the **Employee** and the Chief Financial Officer, subject to the right of the **R2CTPO** to limit such expenses to a maximum of \$250.00 per occurrence.

Section 10: PAID TIME OFF (PTO)

The **Employee** shall accrue and have credited to her personal account, Paid Time Off (PTO) leave at the same rate as other employees serving as staff to the **R2CTPO**. Accrued PTO shall be forfeited in the event that **Employee** voluntarily resigns her position with **R2CTPO** without giving notice as required by Section 3 C of this Agreement.

Section 11: HEALTH INSURANCE

The **R2CTPO** agrees to provide hospitalization, surgical, and comprehensive medical insurance for the **Employee**, and her family, and to pay the premiums necessary to maintain that insurance; equal to that which is provided for all other employees serving as staff to the **R2CTPO**.

Section 12: RETIREMENT (PENSION PLAN)

The **Employee** is a participant in the Principal Financial Group Money Purchase Plan. The **R2CTPO** agrees to contribute each year to the **Employee's** retirement account nine and eighty-five one hundredths percent (9.85%) of the **Employee's** annual base salary. This is the current rate set by the **R2CTPO**, and any changes made by the **R2CTPO** to the pension plan will be addressed at that time. This rate shall not be applied to any auto allowance or other benefit.

Section 13: LIFE INSURANCE

The **R2CTPO** agrees to provide life insurance for the **Employee** equal to three (3) times **Employee's** annual salary.

Section 14: RECORDS

All records, statements, files, financial, and other information shall be the property of the **R2CTPO**, as the case may be, and in the event her employment terminates for any reason, the **Employee** shall have no right to retention of such records.

Section 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The **R2CTPO** shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the **Employee**, provided such terms and conditions are not in conflict with the provisions of this Agreement or any law.
- B. All provisions and rules of the **R2CTPO** relating to **R2CTPO**, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the **Employee** as they would to other employees of the **R2CTPO**, in addition to said benefits enumerated specifically for the benefit of the **Employee**, except as herein provided.
- C. The Chair of the **R2CTPO**, or in his/her absence, the Vice-Chair shall be the **Employee's** immediate supervisor.
- D. All amendments, alterations, or additions to this Agreement shall be in writing, shall be approved by the **R2CTPO** Board and the **Employee**, and shall be provided to the **R2CTPO** Office Manager for retention as part of the personnel file for the **Employee** which shall include this Agreement. An executed or certified copy shall be furnished to the **Employee** and a copy to the Chair of the **R2CTPO**.
- E. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed several, shall not be affected, and shall remain in full force and effect.

Section 16: INDEMNIFICATION

The **R2CTPO** shall defend, save, hold harmless and indemnify the **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 lawful performance of the **Employee's** duties as Executive Director. The **R2CTPO** may compromise and settle any such claim or suit and pay the amount of settlement or judgment rendered thereon.

Section 17: GOVERNING LAW, VENUE, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction as to any legal action commenced by any party hereto shall only be in the state court in and for Volusia County, Florida, and the parties hereto consent to such venue and exclusive jurisdiction of both person and subject matter.

Section 18: ATTORNEY’S FEES AND COSTS

In the event that either party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, the prevailing party shall be entitled to receive from the other party such costs and attorney’s fees as the prevailing party incurred in connection with the suit.

Section 19: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and, upon its execution and approval, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter. This Agreement may not be modified in any way unless by a written instrument signed by both parties.

Section 20: CONSTRUCTION

Each and every term of this Agreement has been mutually agreed to and negotiated by the parties hereto, and shall be construed simply according to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the **R2CTPO** has caused this Agreement to be duly signed and executed in its behalf by its Chair and duly attested to in an appropriate manner; and the **Employee** has caused this Agreement to be executed, both in duplicate, the day and year first written above.

**RIVER TO SEA TRANSPORTATION
PLANNING ORGANIZATION:**

ATTEST:

Marshall Shupe, Chair

Appropriate Employee Signature
Printed Name: _____

EMPLOYEE:

ATTEST:

Lois Bollenback

Witness

APPROVED AS TO LEGAL SUFFICIENCY:

LONNIE GROOT
RIVER TO SEA TPO BOARD ATTORNEY