



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.3.

2/7/2023

Subject:

County Manager's Employment Agreement

Fiscal Impact:

Dept/Office:

District 1 Commission Office

Requested Action:

It is requested that the Brevard County Board of County Commissioners consider and approve the proposed updated County Manager's Employment Agreement.

Summary Explanation and Background:

On Tuesday, January 24, 2023, the Board authorized the Chair the authority to negotiate with the County Manager and bring an updated County Manager Agreement to the Board for their consideration.

The updated agreement provides Board approval to void said employee's DROP participation and to remain actively employed as County Manager beyond his current April 2024 DROP deadline.

Clerk to the Board Instructions:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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February 8, 2023

M E M O R A N D U M

TO: Jerry Visco, Human Resources Director.

RE: Item I.3., County Manager's Employment Agreement

The Board of County Commissioners, in regular session on February 7, 2023, approved the proposed updated County Manager's Employment Agreement. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK**

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Each Commissioner
County Manager
Finance
Budget

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **COUNTY OF BREVARD, FLORIDA**, hereinafter called the "County", by its **BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "Board", and **FRANK ABBATE**, hereinafter called the "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the County desires to retain the services of said Employee as the County Manager of Brevard County, Florida, as provided in the Brevard County Charter; and

WHEREAS, it is the desire of the Board of County Commissioners to provide certain benefits, set certain conditions of employment, and to establish a procedure for the termination of employment by the Board and the Employee; and

WHEREAS, Employee desires to continue employment as County Manager beyond his current employment agreement and FRS DROP date of April 30, 2024 of said County; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES

The County herein agrees to employ said Employee as County Manager of said County to perform the functions and duties specified in the Brevard County Charter and other applicable laws and ordinances and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 2. TERMS

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A, B, C, and D 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 County, subject only to the provisions set forth in Section 3, paragraph D, of this Agreement.

C. Employee agrees to remain in the exclusive employ of the County and will not become employed by another employer until termination is affected as hereinafter provided or as otherwise mutually agreed by both parties.

D. The Board approves to void said Employee's DROP participation. Employer will pay the difference between paid retirement contributions and required contributions for an active member, including any required employee contributions. Employee forfeits his DROP accrual.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. Termination Hearing: The Board and Employee recognize the position of County Manager is the head of the executive branch of County Government for Brevard County. The Employee must maintain the confidence of the Board and discharge fully and properly the duties of his position. The employee shall serve at the will and pleasure of the Board. The Board may terminate the Employee at any time for the convenience of the County but only if a majority of the Board agrees. The Board may terminate the Employee for good cause (as defined in paragraph C, below) if, in a public meeting, a majority of the Board votes to terminate the Employee; however, the Employee shall then be afforded a written notice setting forth the reasons for termination and the Employee shall have ten (10) days from the receipt of said written notice to request a hearing before the Board of County Commissioners of Brevard County, Florida.

B. Termination for the Convenience of the County: In the event Employee is either terminated by the Board for the convenience of the County or is forced to resign during such time that Employee is willing and able to perform the duties of County Manager, then and in that event the County agrees to pay Employee a lump sum severance cash payment equal to twenty (20) weeks of compensation. As consideration for such severance pay, Employee shall, prior to receipt thereof, execute and deliver to the County a general release of the County, the Board, its officers, agents, and employees, for all acts and actions during his employment with the County (whether accrued or subsequently accruing) from the beginning of time until the date of release. "For the convenience of the County" as used in this Agreement means where the Employee is terminated by the Board without good cause; where a majority of the Board has lost confidence in the Employee performing the duties of his position; where termination of the Employee is in the best interests of the County as determined solely by the Board; or for any other reason the Board deems appropriate.

C. Termination for Good Cause: In the event the Employee is terminated by the Board for good cause, then and in that event the County shall have no obligation to pay the aggregate severance sum designated in Section 3, paragraph B. "Good cause" as used in this Agreement means misconduct, as defined in Section 443.036, Florida Statutes; removal from office pursuant to Section 112.51, Florida Statutes; insubordination, the violation of section 82-15 of the Code of Ordinances of Brevard County, Florida or the provisions of Policy XII of the Merit System Policies or nonfeasance, misfeasance, or malfeasance in the performance of the County Manager's job duties and responsibilities; or the conviction of, or a plea of guilty or no contest to, a felony crime or any crime involving dishonesty, moral turpitude, or which brings the County into disrepute, whether adjudication is withheld or not. The standard for good cause for dismissal may be established by measuring the conduct and performance of the Employee against the conduct and performance of other County Managers considering contemporary standards of employee conduct and performance.

D. Voluntary Resignation: In the event the Employee voluntarily resigns his position with the County, the Employee shall give the Board sixty (60) days' notice in advance, unless the parties agree otherwise. Upon resignation in good standing, the County agrees to pay Employee a lump sum severance cash payment equal to twenty (20) weeks of compensation. As consideration for such severance pay, Employee shall, prior to receipt thereof, execute and deliver to the County a general release of the County, the Board, its officers, agents, and employees, for all acts and actions during his employment with the County (whether accrued or subsequently accruing) from the beginning of time until the date of release.

SECTION 4. DISABILITY

If (a) the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of three (3) months and (b) no reasonable accommodation is possible, to the extent required by state or federal law, the Board shall have the option to terminate this Agreement subject to the payment of the aggregate severance sum designated in Section 3, paragraph B. Employee shall be compensated for any accrued sick leave, vacation, holidays, and compensatory time, and shall be entitled to the same disability benefits as extended to other County employees.

SECTION 5. SALARY AND EVALUATION

A. The County agrees to pay Employee for his services rendered pursuant hereto an annual base salary of two hundred sixty-two thousand three hundred ninety-six dollars and forty-two cents (\$262,396.42), payable in installments at the same time as the other employees of the County are paid, commencing February 8, 2023. Cost of living increases shall be equal to those percentages as approved by the Board for County employees.

B. The County shall contribute for 2023, and for each year thereafter in which the Employee shall be employed as County Manager on January 1, the maximum allowed by applicable law to the Employee's 457 deferred compensation account, including any eligible catch up contributions established under the Internal Revenue Code. The County shall make the contribution for 2023 on or before May 30, 2023; and the contribution for each year thereafter on or before January 31.

C. In addition, the County may increase said base salary and other benefits of Employee in such amounts and to such extent as the Board may determine that it is desirable to do so based on a performance evaluation of the County Manager. Such evaluation shall be in such form as the Commission deems appropriate.

D. Nothing in this Section shall require the County to increase the base salary or other benefits of the County Manager. Furthermore, the County's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

SECTION 6. ANNUAL AND SICK LEAVE

The Employee's prior service with FRS employers shall be credited towards his years of service with Brevard County when determining the annual and sick leave that he will receive from the County. The Employee will accrue annual and sick leave under the same rules as other career and appointive service employees under the Board generally receive. The Employee must use at least half his annual leave every year and may carry over the remainder. All accumulated annual time will be paid to the Employee when he leaves the County. The Employee will be reimbursed for 100% of unused sick leave.

SECTION 7. AUTOMOBILE AND CELL PHONE

The County shall provide a car allowance for the Employee's use of his personal vehicle. The annual allowance shall equal 65% of the average cost to own and operate

a new car (15k mi/yr) as published by AAA, and shall be payable in monthly installments. The Employee may request that the car allowance be adjusted once per year upon publication of the updated AAA study for such year. The County shall provide fifty dollars (\$50.00) per month for use of his personal cell phone for County business or be provided a County cell phone, at his discretion.

SECTION 8. DUES AND SUBSCRIPTIONS

The County agrees to pay dues and subscriptions on behalf of the Employee as are approved in the County's annual budget (on a line item basis) or as authorized separately by the County Commission.

SECTION 9. PROFESSIONAL DEVELOPMENT

The County agrees to pay registration fees and customary travel and meal expenses for the Employee's travel to and attendance at the Florida Association of County's Annual Conference and the Florida County and City Management Association's annual conference. The County may choose to pay for the Employee's attendance at other seminars, conferences and committee meetings as it deems appropriate and as approved by Commission actions.

SECTION 10. COUNTY RESIDENCY

The Employee agrees to maintain residence within the corporate limits of the County throughout the term of this Agreement.

SECTION 11. INDEMNIFICATION

A. County shall defend, save harmless, and indemnify Employee against any action for any injury or damage suffered as a result of any act, event, or omission of action that Employee reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The County may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The County shall not be liable for the acts or omissions of Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Employee shall reimburse the County for any

legal fees and expenses the County has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as County Attorney, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the County.

SECTION 12. BONDING

The County agrees to bear the full cost of any fidelity or other bonds required of the Employee as County Manager under any policy, regulation, ordinance or law.

SECTION 13. CODE OF ETHICS

The "Code of Ethics; promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Employee's conduct and actions as County Manager of Brevard County.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board shall fix, after consultation with Employee, any such other terms of employment, as it may determine desirable from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the County Charter, the laws of Florida, or any other applicable law.

B. County shall contribute, on Employee's behalf, the employer's share for Employee to participate as a Senior Management Service Class member in the Florida Retirement System ("FRS"). Employee shall pay the employee share.

C. All provisions of law and regulations and rules of County relating to vacation and sick leave, life insurance, disability benefits, retirement and pension system contributions, holidays and other fringe benefits as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of County, in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided herein.

SECTION 15. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing February 9, 2023.
- D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Brevard County, Florida.
- 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 severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 7 day of FEBRUARY, 2023.

ATTEST:



Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chair
As approved by the Board on 2/7/2023

EMPLOYEE



Frank Abbate

Verbatim of Item I.3., February 7, 2023 Board of County Commissioner meeting.

Pritchett – Commission this is the Item that we had, um, had a discussion about briefly, last meeting, and I sat down with our County Manager and worked on a, what I think is a fair proposal from him. I do have one comment card, so if it's alright I'm gonna call this forward and then Commissioner Tobia, you have your light on, sir. Come on, Ms. Um, Sullivan.

Sandra Sullivan – Sandra Sullivan, South Patrick Shores. You know, I appreciate that you have been working with Mr. Abbate for a number of years and I, certainly he has a lot of knowledge of the County. My concern is we have a lot of top management in the County getting ready to retire. And the, one of my backgrounds is in knowledge management and obviously for proactive management, and I would just like to ask this Commission to consider that with people like Mr. Denninghoff, there, who probably knows where all the bodies are buried, um, and that has so much knowledge that we're going to be losing a lot of top people at once. So what I would ask the Commission to consider is that we really need to get somebody in as soon as possible, even if they are getting up to speed for an overlap period time, with, with both of them in place, but there be a transition time between now and 2024 where that handoff is made so that the three Commissioners who are coming in, who have a steep learning curve, do get up to speed on how the County, County Managers, you can't, you know if, if you bring in Mr. Abbate until 2024, then you're losing that knowledge share. You're potentially losing other senior management, not a knowledge share, as well. And then you have three Commissioners coming in who do not have contacts and have a steep learning curve. And so if there's some way to just shift this a little bit and maybe table this for today, and bring it back to where you're bringing somebody on now and you're training for that knowledge and then a handoff sometime, maybe in a year's time, to that person, so that when the new three Commissioners come on in 2024, they won't be having a new cit, County Manager at the same time. Thank you for your consideration.

Pritchett – Thank you, ma'am. I think the goal is to keep Mr. Abbate for about another 10 years. So um, uh, Commissioner Tobia, I'm sorry, your lights on first.

Tobia – Thank you, Madam Chair. Um, and I don't know where anyone else was on this one because of sunshine, but I know I'd certainly poked and prodded uh, Frank, uh, asking him to extend his uh, tenure with the County numerous times and the reason that being was, Ms. Sullivan just pointed out, there's two new Commissioners up here who will be whiz and veterans in just a couple years when there are three new ones, and that would be not only difficult for the new Commissioners that haven't yet even been elected, but also to have a new County Manager in there. So uh, I made the motion last time to ask you to negotiate with Mr. Abbate about the contract and I did have a couple questions, uh, for you Madam Chair about, about the contract yourself. Are you open to answering some of those questions?

Pritchett – Let's give it a shot.

Tobia – Okay, should Mr. Abbate's DROP, Deferred Retirement Option Plan Agreement be voided, how much money would uh, Mr. Abbate be walking away from at the conclusion of his DROP period?

Pritchett – A lot more than I'd be willing to do, but it is \$490, almost a half a million dollars, \$490,000.

Tobia – Okay. So it would be, it would be naive to think that there wouldn't be uh, something to help fill that gap, and it's, it's in there, so, so, uh, and, and you were wise putting it in there. So let's talk about those things. Uh, that is the increased sick leave payout, the maximum contribution to deferred

compensation plan and the severance uh, upon resignation. Uh, the math that I came up with was these all equaled about \$371,000. Is that, is that roughly, you're the...

Pritchett – Yeah.

Tobia - ...CPA. Is that correct?

Pritchett – Yes sir, that's even on the high end, so you went with the high number.

Tobia – Okay. Again, I'm falling back on your CPA expertise, but I don't think you need to be a math expert here, but if this contract is ratified, is it fair to say that Mr. Abbate will be walking away with \$100,000 less, if it was not...

Pritchett – Yes, sir.

Tobia – Okay. Um, one other thing here, should he void his DROP wouldn't then he be eligible for a three percent uh, pay into FRS, which is about \$8,000 a year that he's currently not paying?

Pritchett – Yes. He's gonna have to start paying that after this.

Tobia – Madam Chair, if I were, if I knew you were so good at negotiating contracts down, I probably would have asked you to negotiate single-handedly the fire contract and it would have been much, much better. Madam Chair I've got one question for uh, Mr. Abbate, is that okay?

Pritchett – Certainly.

Tobia – Frank, um, it appears that you may be losing money on this. Um, my question is, is your wife okay with this contract?

Abbate – Um, yes, because, yes.

Zonka – He's a wise man.

Tobia – Madam Chair, I'd like to, with your indulgence, reserve a little time for conclusion, but I, I, I'd certainly like to thank you for uh, taking the lead on this. It sounds like it's a fair proposition to us, as well as the County taxpayers, so I appreciate that.

Pritchett – Thank you, sir. And he, he's an excellent Manager and I, I have to mention too, if, if he doesn't have a longevity plan here with us, he's going to lose a lot more money than this, so this is Frank making a commitment to, to kind of stay on track here and, and to do this job for years to come in the future. And sir, I really thank you and appreciate you for that. And um, I, I think you're a great Manager and even if we went out looking, we're not going to find someone that would be better than you in this position. You know the community and you know how to serve the Commission, and you have knowledge of every department, and sir, I, I just think you're wonderful. Um, Mr. Feltner, Commissioner Feltner.

Feltner – Um, first of all, I, I share the um, thought with uh, Commissioner Tobia that it's, it's obvious we're going to have to have three new Commissioners here at the end of 2024, and I think that the new Commission should uh, select the next County Manager. So, uh, that's uh, that's a big motivation for me, and I, I think this does that. With regards to the point made earlier about bringing a new person, I, I

think we're, we're doing that, so obviously we'll go through that selection process and um, Frank will help us with that um, in, with the new Commission.

Zonka – (inaudible).

Pritchett – I don't know, are you on? Anyone? Okay.

Zonka – I guess that would be um, when Frank's ready to retire for good, I'm guessing, was what you're suggesting, right?

Feltner – I, I would, if I were him, I'd probably retire soon, but um, appreciate that he's gonna do this, so yes when, when he retires, for, for certain.

Zonka – Yeah, I, and I just wanted to add that, you know, Frank has always been accessible. He's one of those people you don't want to email or message late in the evening cause he'll respond right away, he won't wait until the morning, even if you say it's not urgent. He'll call you, "Yes, what do you need?" So, I just appreciate that about him. He's, he's a great leader. His Directors will tell you the same. And I'm honored to, to have him work for this Board, I think we're very lucky. I think we kind of ended up with Frank by mistake, and I think it was the greatest mistake this County could have gotten. So I appreciate he's, how A-political he's been, you know, as a Manager, which is something you don't often see. And I appreciate um, how he treats his employees. So, thank you, Frank, for being willing to stay on, and I'm not sure why, but, but I appreciate your service to this County and this community more than you know.

Pritchett - Commissioner Goodson (inaudible).

Goodson – Thank you, Madam Chair. Frank, I'm not going to give you any 'hooplas' on greatness, okay, because I haven't known you that long, but, I don't know if just by information only, and I have questions for you Madam Chair, Pasco County - \$270,000, Polk County - \$227,000, Volusia County...

Pritchett – What are you reading, sir?

Goodson – I'm reading their County Manager's pay rate.

Pritchett – Gotcha.

Goodson – I'm sorry.

Pritchett – That's alright.

Goodson – Okay, Volusia County, \$229,000. Madam Chair if he stay, or if we elect him to stay, what would be his base salary after he gets out of DROP?

Pritchett – I'm not sure he's going to change his salary. You're going to stay for the same salary, correct sir?

Abbate – Yeah, the contract doesn't provide for any increase in, in that base, in the base salary.

Goodson – Okay, but in the negotiations, rather than get 50 percent of your well time, you're going to get 100 percent, correct?

Pritchett – Yeah. You know what...

Goodson – Madam Chair?

Pritchett – Yes, sir. On that one, the last County Manager left, we did the same with him...

Goodson – Did you?

Pritchett - ... on that when we released him, we went ahead and gave him 100 percent of the sick pay as well.

Goodson – Okay. Do we do it to employees that retire like Mr. Ritchie retired, the other day? Did he get 100 percent of his sick pay?

Pritchett – No, but he's not running the whole County though either...

Goodson – Okay.

Pritchett - ...it's a little different, so...

Goodson – Well, I got you, so Frank's running the whole County with a whole bunch of Directors, correct?

Pritchett – And, and they're wonderful, and I think just recently, we did a lot of good increases for the Directors as well.

Goodson – Okay.

Pritchett - You know, again, your, you'll get to know him after a while, but when he first took this job over, it was with an extremely dysfunctional Commission.

Goodson – Hmm.

Pritchett - And he was able to pull things together pretty quickly. And so I, I guess it's going to be after you guys get to that comfort level over the first few years. But we were tough on him for a while too.

Goodson – Mhm.

Pritchett - So that's going to be up to you guys to figure that out later with what you do, sir, so...

Goodson – Yeah, yeah.

Pritchett – But this isn't any different than what we would have done, even the time for Stockton, when we tried to keep him, we were getting ready to offer him quite a package to keep him as well, so.

Goodson – Um now, if I'm not mistaken, the way I read it, once he gets on this other contract and you're paying in advance yearly, he could quit in one day and get paid, is that correct?

Pritchett – Well if he does, he's gonna, instead of, he's gonna miss out on the \$495, so it's gonna be a drastic reduction in his pocketbook to leave earlier than a set amount of years.

Goodson – Now, under the FRS, by the State law, is he, he can stay there is no violation of any State law, after his DROP down date was?

Pritchett – I don't believe so. Um, legal?

Goodson – Yeah legally. I don't know, I'm asking.

Pritchett – Yeah, I don't know, let me, let me ask legal.

Richardson – No, that, that's not a violation.

Goodson – That's not a violation? Okay.

Morris – He will have to void his DROP to do that.

Goodson – Alright. So is it, was it, did I misread it or if he stayed one day in January the second and resigned he got the full yearly, yearly pay?

Pritchett – I think that's the, the sick payout.

Goodson – I don't think so.

Pritchett - But again, I don't, I don't think it says a full yearly pay does it?

Goodson – Okay, okay, you might want to check that. Okay, I have no questions. Um, you know, after spending a lifetime, I'm glad you want to stay Frank. That's about, hey, that's about as good as I can be.

Pritchett – Commissioner Tobia and then Commissioner Feltner you're back after I get off. Okay.

Feltner – No, I'm done.

Tobia – Thank you Madam Chair. And I largely did a lot of what Commissioner Goodson did, but I looked a little closer to home. Um, I looked at neighboring counties. Uh, Osceola County which has a population of about 25 percent less, uh, currently their County Manager makes \$296,000 bucks. Uh, Indian River County which has a quarter of our population, at only you know, 160,000 people, the salary is \$199,000, so Frank does make a little bit more, however, he's got four times the, the responsibility. And this is, this is going to hurt Commissioner Goodson, but one time I think you sat on the, the Port Commission.

Goodson – I did.

Tobia – Yeah, yeah I hate to bring up the Captain Murray again, but the dude's got 206 employees and makes half a million dollars. I'm sure the...

Pritchett – Commissioner Goodson.

Goodson – But he deals a lot in (inaudible)

Tobia – Yeah, so...

Zonka – Whatever.

Tobia - ...so, in fact the *Florida TODAY* did an article about that pay raise and said that we could pay the County Manager, we could pay the School Board CEO, and still have \$88,000 to cover what the Port Commissioner makes. So, in fairness compared to employees of your past, as well as neighboring, we're getting a great deal. Let me throw something else out there. If we were to go for a search firm, we're looking at another \$60,000 to \$100,000 bucks and...

Pritchett – Yeah.

Tobia – I, I'd like to, you know, I spoke with Mr. Abbate uh, probably four or five years ago and I asked him to uh, what, what his thought was about me bringing up a pay raise because I'd seen what some neighboring County Managers were making and he was far below. And when I said, when I meant far below I mean \$30,000 or \$40,000 below and he was adamantly opposed for, to, to me bringing it forward, and uh, so I respected his wishes and didn't do it. But to be clear the reason I wanted to do it wasn't necessarily about Frank, it was about future leadership because the reality of the situation, we weren't bringing in anyone here uh, at the rate that we were, we were currently paying, um so we're at a comparable rate now. I think we're getting a good deal because of that increase we were allowed to get a, uh, who seems to be very competent County Attorney in here. So we have some uh, great folks. And then worst of all, Frank has to deal with egos of, of five of us.

Pritchett – Four of you.

Tobia - ...on a daily basis. Mine's probably bigger than the other four combined, but the way he balances that is, is, is wonderful. I'll tell you right now, I, I hope Frank works here a great deal longer dealing with the five of us, is well worth his salary, so I'm going to make a motion to approve the proposed update to the County Manager, County Manager's Employment Agreement and thank the uh, Chair for doing such a good job negotiating him down.

Pritchett – Thank you, sir. I have a motion.

Zonka – Second.

Pritchett – Second by Commissioner Zonka. All in favor say aye.

Pritchett, Zonka, Tobia, Feltner, Goodson – Aye.

Pritchett – Opposed? Passes 5:0. Thank you, sir. I, I want to mention as well that when we, when we had the opportunity to try to find another County Manager and Mr. Abbate stepped in, we got the, the guy bringing in all the people, and we went through the list we had, and every single one of them had a criminal records. And, and we just, we just...

Zonka – Except Frank.

Pritchett – Except Fran. Well, Frank stepped up and he said, "look I'll do this for now," and it was like this is marvelous. And um, it's just been, it's just been a great experience.

Zonka – I think we begged him.

Pritchett – We did beg him, we did. So, as a citizen of Brevard County, there's not a better manager, I would rather have sitting in this position directing the people I love and, and being responsible with their funds. So, I will leave that there right now, and...