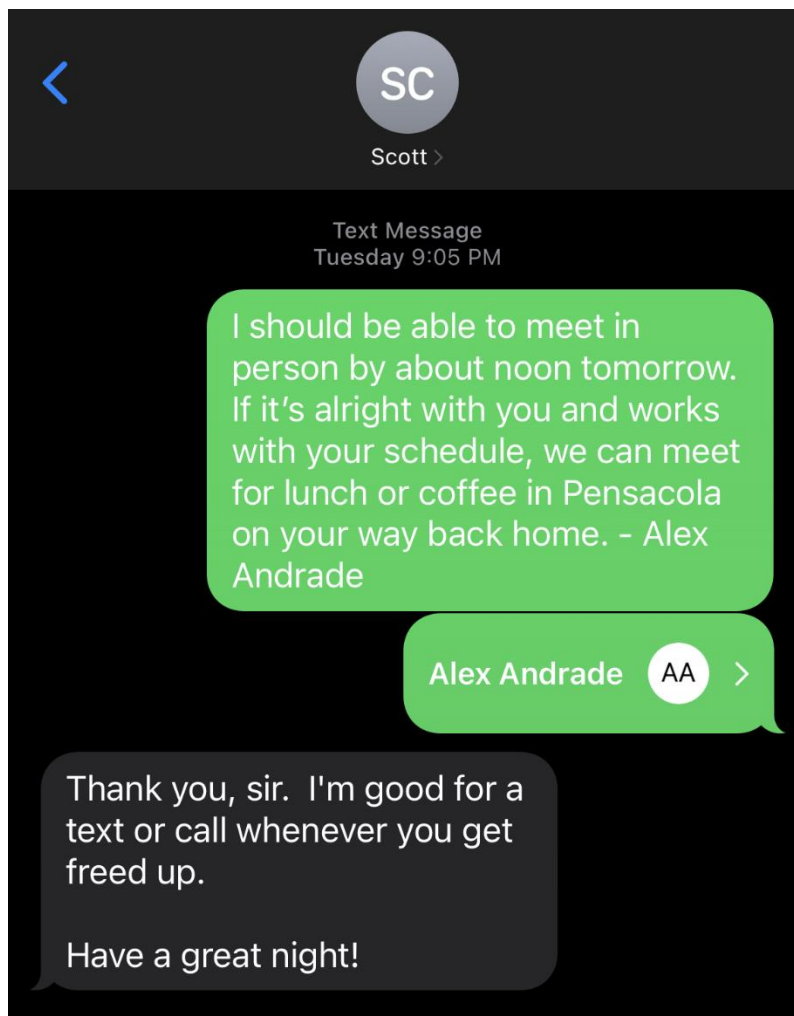


TUESDAY – JULY 11

After Tuesday’s meeting, Buz Eddy encouraged me to try to meet with Mr. Collins in person the next day before he got on the road back home. I told Mr. Collins I would share my contact information with him, and that I would be available by around noon on Wednesday if he was able to meet in person.

I spoke with Councilman Cusack about the process, and told him I would gather information, have a short discussion with Mr. Collins regarding what terms, if any, he would like to see in the proposal, and would schedule a time to go over everything with him before sending a proposal to Mr. Collins.



WEDNESDAY – JULY 12

Councilman Cusack sent me two emails on Wednesday morning, but because I was in a hearing, I did not see them until around 11 AM.

From: Mike Cusack
Sent: Wednesday, July 12, 2023 9:15:08 AM
To: aandrade@mhw-law.com <aandrade@mhw-law.com>
Subject: Scott Collins Milton City Manager

Good morning Alex

Awaiting initial proposal .
What time frame did you give Mr. Collins as far as initial proposal?

Thanks
Mike Cusack

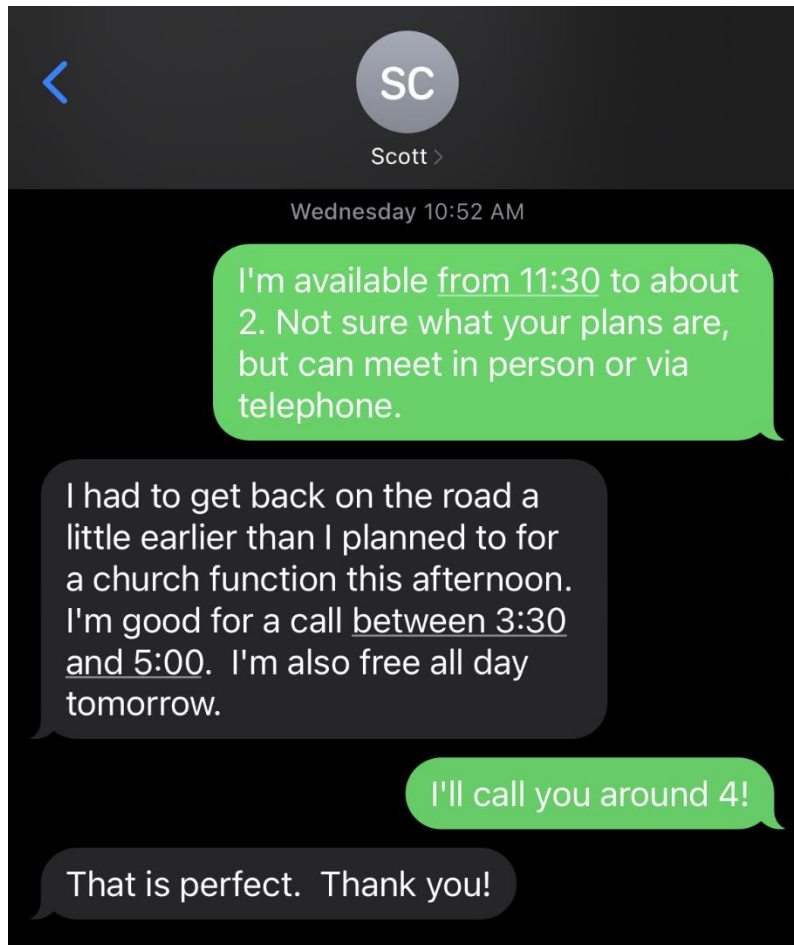
From: Mike Cusack <mcusack@miltonfl.org>
Sent: Wednesday, July 12, 2023 10:42 AM
To: Alex Andrade <aandrade@mhw-law.com>
Subject: Re: Scott Collins Milton City Manager

Mr Andrade

Per council directive you and I need to be involved in the negotiation process perhaps through a 3 way call, when will this start?

Thanks
Mike Cusack

I got back to my office from the hearing around 11 AM. On my drive back to my office, I texted Mr. Collins that I was available for the call or meeting as discussed the night before.



After reading Councilman Cusack's two emails, I reminded him that I needed to gather the information I'd discussed with him the night before, and that I'd share the proposal with him after I'd had the initial call with Mr. Collins.

From: Alex Andrade <aandrade@mhw-law.com>
Sent: Wednesday, July 12, 2023 11:18:39 AM
To: Mike Cusack <mcusack@miltonfl.org>
Subject: RE: Scott Collins Milton City Manager

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Councilman Cusack,

I anticipate an initial call with Mr. Collins at 4 PM today, and will email you a draft proposal right after that call. I will not make any proposals to Mr. Collins without first confirming with you. I have been in a hearing all morning, and am just now sitting down to begin work on the draft. I have pulled his previous employment agreement and am looking through it as well as Milton's historical employment agreements to come up with that draft.

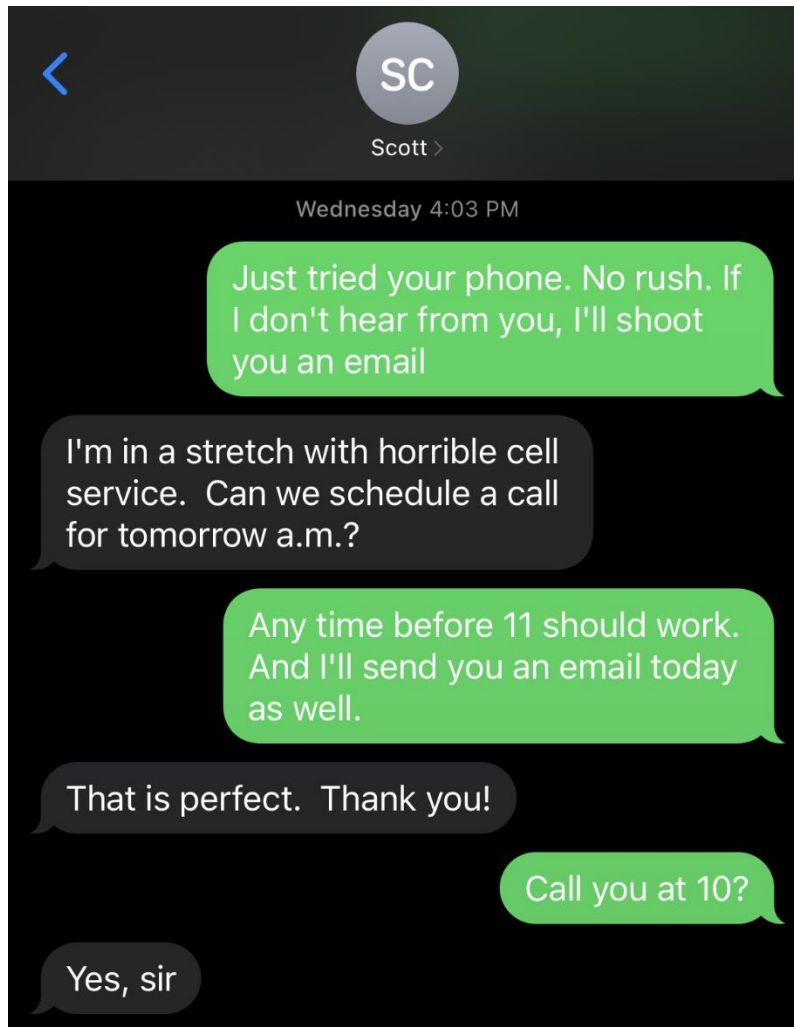
R. Alex Andrade
Moore, Hill & Westmoreland, P.A.
350 West Cedar Street, Suite 100
Pensacola, Florida 32502
Phone: (850) 434-3541
Fax: (850) 435-7899
www.mhw-law.com

Councilman Cusack responded to this email, confirming receipt.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Wednesday, July 12, 2023 11:50 AM
To: Alex Andrade
Subject: Re: Scott Collins Milton City Manager

Thanks

I called Mr. Collins at 4 PM as planned. He did not answer. He asked to reschedule the initial call to the next day, Thursday morning.



I sent an email to Mr. Collins with a few of the questions I had for him regarding what he'd like addressed in a contract proposal.

From: Alex Andrade
Sent: Wednesday, July 12, 2023 5:03 PM
To: Scott Collins
Subject: Contract Discussion

Scott,

In working through the negotiation process, below are the questions I have for you to help come up with a fair proposal:

1. City Vehicle – currently a City vehicle is made available for the City Manager's use. It is kept at City Hall and is not used for travel to and from his residence. The City's Manager, prior to Mr. Jorgenson, maintained the use of a vehicle that included travel to and from his residence. Do you anticipate needing a vehicle that will be used for travel to and from your residence?
2. Moving Expenses – Do you believe you will need assistance with your moving expenses? I understand that you did not require moving expenses related to your commencement of work in Fairview, but I am not aware of the circumstances in that instance.
3. Salary adjustments – How was your salary adjusted in Fairview? Do you have a preference as to how COLA or performance based salary adjustments would occur?
4. Start Date – I know that several members of Council would like for you to be able to work with Mr. Jorgenson for at least two weeks prior to his final day at the City, would a start date Mid-August be feasible for you and your family?

I look forward to speaking with you in the morning!

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I sent the email of questions as well as an draft of a contract proposal to Councilman Cusack 15 minutes after sending the questions to Mr. Collins.

From: Alex Andrade
Sent: Wednesday, July 12, 2023 5:16 PM
To: Mike Cusack
Subject: FW: Contract Discussion
Attachments: Collins City Manager Contract.docx

Councilman Cusack,

Mr. Collins asked to reschedule our planned call for tomorrow morning.

Below are the questions I just sent him for he and I to go over tomorrow. Once I have an understanding of his perspective, I will adjust the details that are found in the draft contract I have attached. As I mentioned previously, I am not sending him this draft until it is finalized and you and I have discussed it.

His starting salary in 2016 was \$91,000 without a moving stipend. Assuming an approximate 5% adjustment each year, his salary likely ended around \$126,000. I've included \$128,000 as a placeholder for now, but believe it is likely what his anticipated salary would have been had he remained as the manager in Fairview. Once I know the answers to some of these questions, I'll share my thoughts with you before finalizing a proposed contract.

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350 West Cedar Street, Suite 100
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I received the below emails from Councilman Cusack over the course of Wednesday night. Councilman Cusack had apparently changed his mind about how the process should proceed.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Wednesday, July 12, 2023 6:54 PM
To: Alex Andrade
Subject: Re: Contract Discussion

Mr. Andrade

Per the council mandate I am to be included in all negotiations and interface with Mr Collins period. I am requesting to be on this call either by a three way call or a go to meeting link. I will be available. I will be waiting on how to participate in the meeting.

Regards

Mike Cusack

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Wednesday, July 12, 2023 7:10 PM
To: Alex Andrade
Subject: Re: Contract Discussion

Mr. Andrade

It is my understanding that the call is to be at 10AM. I am available. I expect to be on it.

Regards

Mike Cusack

I became concerned about Councilman Cusack's interactions with Mr. Collins when he copied Mr. Collins directly on this below email.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Wednesday, July 12, 2023 8:56 PM
To: Alex Andrade; Scott Collins
Subject: Initial City Manager meeting

Alex and Scott

It is my understanding that the first meeting is scheduled for Thursday morning at 10AM. I would like to participate in this meeting.

My best contact number is 850 206 4612 to join a 3 way call.

Thank you.

Mike Cusack

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone
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THURSDAY – JULY 13

I received this email from Councilman Cusack on Thursday morning. I found it odd, because the draft contract proposal was nearly identical to the contracts of Milton's last two city managers.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Thursday, July 13, 2023 7:47 AM
To: Alex Andrade
Subject: Fwd: Contract proposal for Scott Collins
Attachments: Randy Jorgenson PF part1.pdf

Mr. Andrade

Please review the current Milton City Manager contract. Upon review of this contract and your proposal to Mr Collins they are not on equal footing. I am asking you to restructure your contract proposal to be at least on par what the City currently has in place. As a side note Mr Jorgenson in 2019 had a starting salary of \$100,000 with zero years of experience as a City Manager now is at a salary just shy of \$145,000. Mr Collins has almost 15 years of experience as a successful City Manager .

Please advise if you plan on restructuring the contract for Mr Collins
Looking forward to your response.

Regards
Mike Cusack

From: Alex Andrade
Sent: Thursday, July 13, 2023 8:55 AM
To: 'Mike Cusack'
Subject: RE: Contract proposal for Scott Collins

Councilman Cusack,

I'm not sure what you mean by equal footing. The terms are nearly identical. If you are referring to the salary amount, that does not require anything to be restructured. The advertised range was between 120,000 and 140,000. What amount within that range would you like to input?

The call at 10 am is not a negotiation, I am doing my job regarding gathering information from Mr. Collins prior to crafting a contract proposal with your input.

I am not making an offer without your input, but anything that is proposed will require ultimate Council approval.

R. Alex Andrade
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Pensacola, Florida 32502
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Fax: (850) 435-7899
www.mhw-law.com

Councilman Cusack made clear that he wanted to make an offer that met or exceeded the advertised compensation amount that was advertised.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Thursday, July 13, 2023 9:11 AM
To: Alex Andrade
Subject: Re: Contract proposal for Scott Collins

Alex

As far as compensation my thoughts, \$13.5K with \$5K relocation allowance.
Question is on automatic contract renewal in 2 years and the severance package in the event of separation of employment.

Thanks

I shared Mr. Collins' response to my questions with Councilman Cusack. NOTE Mr. Collins said he did not need a relocation stipend.

From: Alex Andrade
Sent: Thursday, July 13, 2023 9:30 AM
To: Mike Cusack
Subject: FW: Contract Discussion

Below were his responses to my initial questions. I will ask a few more questions and will schedule a time for you and I to go over a final draft before sending to him.

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Pensacola, Florida 32502
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From: Scott Collins <scollins1007@gmail.com>
Sent: Wednesday, July 12, 2023 9:28 PM
To: Alex Andrade <aanrade@mhw-law.com>
Subject: Re: Contract Discussion

Alex,

Regarding the questions above:

1. No, I don't want or need a city vehicle to travel to and from work.
2. No, I don't need any relocation assistance or moving expenses.
3. I prefer to be considered "one of the team" and to have salary increases only in a manner consistent with all other city employees.
4. August 21 is a feasible start date for me.

Respectfully,

Scott

Councilman Cusack acknowledged we will discuss further after my call with Mr. Collins.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Thursday, July 13, 2023 9:34 AM
To: Alex Andrade
Subject: Re: Contract proposal for Scott Collins

Will discuss further once you have gathered the information.

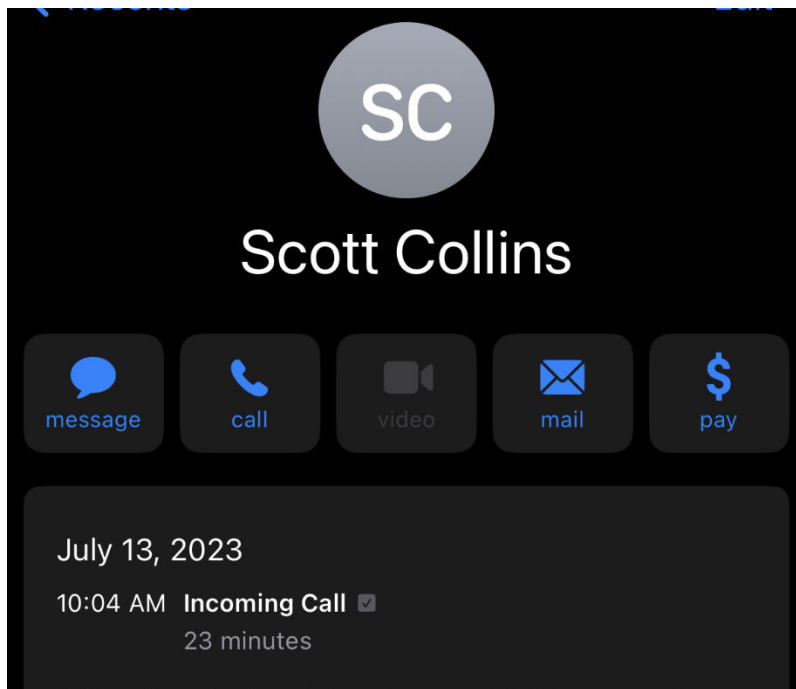
Thank you

I had one total phone call with Mr. Collins. We discussed the fact that he did not have a written contract the majority of time he worked for Fairview, I asked him the background on the termination benefits discussion that I noted from Fairview's records, and asked him if there was anything he wanted specifically addressed in the initial proposal. He said there was not, that he was extremely easygoing, and that he had been financially secure for a very long time, so his salary was not the most important aspect of his employment decision.

I told him about some of the terms in the current City Manager's contract, and said that if he did not deem any specific terms to be material, the terms would likely look the same. He said that should be fine.

I told him that I would go over the terms with Councilman Cusack, and should be able to send him an initial proposal by later that day or Friday.

The call lasted 23 minutes. It is the only call I ever had with Mr. Collins.



I called Councilman Cusack at 10:29 AM, immediately after hanging up with Mr. Collins. Councilman Cusack insisted again that the proposal needed to meet or exceed the advertised compensation amount. I explained to Councilman Cusack that I did not have that authority, and I believed it would be irresponsible to offer the maximum advertised amount. I had to explain to Councilman Cusack that Mr. Collins could respond to any of the terms with his own, and they would be presented to the City Council to either accept or counter with alternative terms.



From: Alex Andrade
Sent: Thursday, July 13, 2023 11:11 AM
To: Mike Cusack
Subject: Collins City Manager Contract
Attachments: Collins City Manager Contract.docx

Councilman Cusack,

Attached is the most recent draft of the proposed city manager contract. It includes a salary proposal of \$130,000 and under "Transportation," I've included the availability of up to \$5,000 for reimbursement of any relocation expenses actually incurred by Mr. Collins.

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Over an hour after Councilman Cusack had received the most up to date draft of the proposal, and had discussed it with me via telephone, this email was sent to the entire Council.

From: Dawn Molinero
Sent: Thursday, July 13, 2023 11:27 AM
To: .Councilman Group <councilman@miltonfl.org>
Subject: Phone Calls and Negotiations with Mr. Scott Collins

Good Morning Mayor and Council,

I have been directed by Councilman Cusack to let you know that at this point he has not been included on any of the phone calls or other communications between City Attorney and Mr. Scott Collins.



Dawn M. Molinero
City Clerk
City of Milton
dmolinero@miltonfl.org
www.miltonfl.org
850-983-5402

Councilman Cusack and I did not speak again until I received these two emails Thursday night.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Thursday, July 13, 2023 7:58 PM
To: Alex Andrade
Subject: Re: Collins City Manager Contract

Please contact Mr Collins so we can get this locked down.

Thank you
Mike Cusack

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone
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From: Mike Cusack <mcusack@miltonfl.org>
Sent: Thursday, July 13, 2023 7:56:32 PM
To: Alex Andrade <aandrade@mhw-law.com>
Subject: Re: Collins City Manager Contract

Mr Andrade

Let's move forward on your contract at \$128,000 with up to a \$5000 relocation

I responded to Councilman Cusack to reestablish the professional boundary between staff and an individual council member. I was concerned about Councilman Cusack's interference in what should have been a very simple process and felt it necessary to remind him of the roles we each should be playing.

From: Alex Andrade
Sent: Thursday, July 13, 2023 8:56 PM
To: Mike Cusack
Subject: Re: Collins City Manager Contract

Councilman Cusack,

To be abundantly clear, I was not instructed by Council to take direction from a single member of Council regarding a contract of the City.

I was directed to collaborate with you. Those were the verbatim words of the Mayor's motion. Our email correspondence both today and yesterday makes ABUNDANTLY clear that I have done that and I intend to continue to do that.

I do not work for you, I work for the Council at the Council's direction.

I was disappointed to see my integrity publicly impugned today. I did not exclude you from any negotiation, and to accuse me of that, and to pressure a member of City staff to share that misinformation to the Council was inappropriate.

I will be sending a proposal to Mr. Collins tomorrow, and I will copy you on the email.

If you have no further questions or concerns, I will prepare a proposal and send it to him in the morning. You will be copied on the email, as you have been this entire time...

Sincerely,

Alex Andrade

FRIDAY – JULY 14

Councilman Cusack responded to my email on Friday morning.

From: Mike Cusack <mcusack@miltonfl.org>
Sent: Friday, July 14, 2023 7:00 AM
To: Alex Andrade
Subject: Re: Collins City Manager Contract

I will be waiting to see a copy of the proposal.

Sincerely
Mike Cusack

I sent the initial proposal to Mr. Collins at 7:42 AM on Friday. The proposal was more generous than the proposal Councilman Cusack asked to be included.

From: Alex Andrade
Sent: Friday, July 14, 2023 7:42 AM
To: Scott Collins
Cc: Mike Cusack
Subject: Milton City Manager Proposal
Attachments: Collins City Manager Contract.pdf

Scott,

Attached is my proposed contract to finalize your employment as the City of Milton's manager.

The major material terms include a proposed salary amount of \$130,000 and a start date of August 21, 2023. The contract references an exhibit A, which is the performance review rubric the Council uses during its annual performance review. I will send a copy of the rubric shortly.

If you have any questions or concerns, I'm happy to coordinate a time to discuss them, but feel free to respond via email if it's easier.

I hope to present this proposal, after receiving your input, to the Council at the next available opportunity. The Council meets next week Thursday for their agenda workshop, and on July 31st for their Executive Committee meeting.

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The only other email sent to Mr. Collins was the performance evaluation form reference in the above email.