

**EMPLOYMENT AGREEMENT BETWEEN
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND _____**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “Board”, and _____, hereinafter referred to as the “Attorney”;

WITNESSETH:

WHEREAS, Section 2.3 of the Alachua County Charter requires the Board to appoint an attorney to serve as the Board’s County Attorney; and

WHEREAS, the Board desires to employ the services of _____ as County Attorney; and,

WHEREAS, it is the desire to the Board to provide certain benefits and establish certain conditions of employment for the County Attorney; and

WHEREAS, it is the desire of the Board to secure and retain the services of _____ as the County Attorney and to provide inducement for the Attorney to remain in such employment, to make possible full work productivity by assuring the Attorney’s morale and peace of mind with respect to future security, to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Attorney, and to provide a just means for terminating the Attorney’s services at such time as the Attorney may not be able to fully discharge the duties or when the Board may otherwise desire to terminate the Attorney’s employment; and

WHEREAS, _____ desires to accept employment as County Attorney of Alachua County.

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

Section 1. Appointment. The Board hereby appoints _____ to be employed as County Attorney of Alachua County, effective March 1, 2014, to perform the functions and duties specified in the Alachua County Charter and Alachua County Code and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign.

Section 2. Duties and Obligations.

A. The Attorney shall exercise those powers enumerated in the Alachua County Charter and Alachua County Code and shall perform any other legally permissible and proper duties and functions as may be assigned by the Board. Specifically, the Attorney shall be responsible for the management, administration, supervision, and oversight of the County Attorney's Office. The Attorney shall fulfill those responsibilities set forth in Section 21.41, Alachua County Code. All duties required hereunder shall be performed by the Attorney personally or through the assistance of Board employees assigned to the Attorney's staff concerning which the Attorney shall assume full responsibility; provided, however that nothing herein shall be deemed to absolve the Attorney of personal responsibility for the duties set forth herein. All acts performed by the Attorney, explicitly or impliedly, on behalf of the Board shall be deemed authorized by the Board as its agent, except that any act which constitutes willful misconduct or which may be knowingly unlawful shall be deemed to be an individual act of the Attorney without authority of the Board.

B. Residence. As a condition of continued employment, the Attorney shall reside in Alachua County.

Section 3. Employment at Will.

A. The Attorney serves at the pleasure of the Board. This Agreement shall commence on the date set forth in Section 1, above, and continue indefinitely until the Attorney's employment is terminated by either party pursuant to the provisions of Sections 4 or 5, below.

B. If the Attorney's employment is terminated pursuant to Section 4, herein, upon mutual consent of the parties, the Attorney may continue to function in the role of Attorney until a permanent replacement shall be selected by the Board, or through such period as the parties agree. In the absence of such mutual agreement, the Attorney shall be free of all obligations of service to the Board.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the employment of Attorney at any time, subject only to the provisions set forth in Section 4 of this agreement.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Attorney to resign at anytime from the employment with the Board, subject only to the provisions set forth in Section 5 of this agreement.

Section 4. Termination and Severance Pay.

A. The Board may, at any time whatsoever, for any reason, terminate the employment of the Attorney by an affirmative vote of not less than three members of the Board. If such event should occur, the Attorney will be given written notice of the decision of the Board not less than 30 days prior to the effective date of the termination of the employment. The Attorney will be entitled to a lump-sum severance payment equal to 20 weeks of base salary (pursuant to Section 215.425(4)(a), Florida Statutes).

B. The Board shall not be required to pay the severance payments set forth in Section 4.A. above, in the event this agreement is terminated by the Board because of the Attorney's conviction (or plea of guilty or nolo contendere) of any felony act, because of the Attorney's misconduct as defined in Section 443.036(30), Florida Statutes (2011), or because of the Attorney's death or voluntary resignation pursuant to Section 5, herein.

Section 5. Resignation. In the event the Attorney voluntarily resigns the position with the Board, the Attorney hereby agrees to give the Board not less than 60 days written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

Section 6. Compensation. The Board shall pay the Attorney an annual base salary of \$_____, payable in biweekly installments pursuant to Board policy. This base salary shall be reviewed annually subject to Section 11, Performance Evaluation. Salary shall be increased in such amounts and to such an extent as the Board may, from time to time, determine on the basis of annual review of the Attorney's performance. The first performance review is due in the year 2014. In addition to any performance-based pay increases, any annual cost-of-living increases given to all employees will be provided at the same time to the Attorney as similar consideration is given to other employees generally.

Section 7. Other Benefits.

A. Leave. The Attorney shall be entitled to leave, both sick leave and vacation leave, holidays and such other benefits as are granted to other employees of the Board. The Attorney shall receive five managerial holidays each fiscal year pursuant to Section 7-18, Board of County Commissioners Employee Policies. The managerial holidays do not accrue from year to year and are not part of the compensation received on separation from employment. The Attorney shall be allowed to accrue and accumulate leave in accordance with Board policy. Upon

separation from employment as Attorney, the Attorney shall be entitled to be paid for accrued vacation leave hours and unused sick leave at the Attorney's rate of pay on the date of separation in accordance with County policy.

B. Florida Retirement System. In addition to the base salary paid by the Board to the Attorney, the Board acknowledges that the Attorney has elected to participate in the Florida Retirement System as a member of the senior management class and the Board will pay the required employer's contribution on behalf of the Attorney. At the Attorney's option, the Board shall contribute the required employer's contribution to an alternative annuity plan which meets the requirements of Section 121.055, Florida Statutes.

C. Vehicle Allowance. The Attorney shall have the option, at any time during the term of employment with the Board as County Attorney, of choosing either a Board-provided vehicle in accordance with the Board-approved vehicle use policy, or a \$450 (four hundred and fifty dollar) monthly car allowance.

D. Health Insurance. The Board shall provide the Attorney health insurance (individual and dependent coverage) available to Board employees at the same cost to the Attorney as provided to other Board employees. This health insurance will be in full force and effect at 12:00AM on the first day of the Attorney's employment.

E. Life Insurance. The Board shall provide term life insurance in an amount equal to two times the Attorney's annual salary, but not to exceed \$250,000 in coverage.

F. Deferred Compensation: In addition to the base salary paid by the Board to the Attorney, the Board shall pay on the Attorney's behalf, in equal proportionate amounts each pay period, into the Attorney's account in a deferred compensation plan an amount equal to five percent (5%) of the Attorney's salary.

G. Moving and Relocation Expenses. The Attorney is obligated by Section 2.3 of the County Charter to maintain residency in Alachua County during the Attorney's tenure in office. Board agrees to provide Attorney the following assistance with moving and relocation expenses:

1. Board shall reimburse Attorney for expenses of packing, moving, unpacking, and insurance charges from the Attorney's current residence to the Attorney's Alachua County residence incurred within the first twelve (12) months of the term of this contract.

2. Board shall pay Attorney \$1200.00 per month temporary housing allowance for a period not to exceed three (3) months from the date of Attorney's appointment.

3. The Attorney shall be reimbursed for meal and lodging expenses incurred during trips prior to relocation. Expenses and reimbursement shall be in accordance with the County's travel policies.

Section 8. No Reduction of Benefits. The Board shall not at any time during the term of this agreement take action to reduce the salary, compensation, or other financial benefits of the Attorney; however, the Board shall not be required to hold the Attorney harmless from reductions imposed by the state or federal governments or other entities.

Section 9. Continuing Education and Memberships.

A. The Board agrees to pay for the professional dues and subscriptions of the Attorney necessary for the Attorney's continued and full participation in national, state and local associations, and organizations and civic clubs necessary and desirable for the Attorney's professional development. Such expenditures are based upon budget approval by the Board.

The parties recognize that the Attorney's participation in professional and civic organizations and associations provides a benefit to both the Board and the Attorney.

B. The parties agree that it is necessary for the Attorney and beneficial to the Board for the Attorney to attend professional conferences and training sessions associated with the Attorney's duties. The Board agrees to allow the Attorney to attend professional association conferences or training sessions as selected by the Attorney and to pay the travel expenses of the Attorney pursuant to Board policy and Section 112.061, Florida Statutes. Such expenditures are based upon budget approval by the Board.

Section 10. Outside Activities. The Attorney agrees to devote all of the Attorney's full working time to the performance of the responsibilities and duties under this Agreement and agrees not to engage in other paid employment without the prior consent of the Board. This provision shall not include occasional teaching, writing or consulting during the Attorney's time off; however, the Attorney shall disclose to the Board the terms of such teaching, writing, and consulting engagements.

Section 11. Performance Evaluation. The Board shall review and evaluate the performance of the Attorney at least once each year beginning in calendar year 2014. The Board agrees to increase base salary and/or other benefits of the Attorney at the time of said review in such amounts and to such extent as it may determine that it is desirable to do so, in light of the performance by the Attorney.

Section 12. Suspension. The Board may suspend the Attorney with full pay and benefits at any time during the term of employment by an affirmative vote of not less than three members of the Board; provided, however, that the Attorney shall have been given written notice

by the Board of the suspension with full pay and benefits at least 10 days prior to the effective date of such action.

Section 13. Bonding. The Board shall bear the full cost of any fidelity or other bonds required of the Attorney under any law or ordinance.

Section 14. Liability Insurance. The Board shall provide for and maintain at its expense comprehensive liability insurance, including public officials employment liability insurance, covering the acts or omissions of the Attorney pursuant to this agreement. Insurance coverage through the Board's participation in a self-insurance fund program fulfills the requirements of this paragraph.

Section 15. Indemnification. If allowed by law, the Board shall defend, hold harmless and indemnify the Attorney 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 the duties as Attorney. The Board will settle or litigate any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, to provide full and complete protection to _____, by the Board as described herein, for any acts undertaken or committed in the performance of the duties as County Attorney, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following _____'s employment with the County.

Section 16. Entire Agreement. The text of this document shall constitute the entire Agreement between the parties, except as may be amended in writing by the parties hereto. All provisions contained in this agreement are subject to and conditioned upon compliance with

general laws, special laws of the State of Florida, and local ordinances. Such laws shall take precedence over any part or portion of this Agreement.

Section 17. Nonassignment. The duties required to be performed hereunder by the Attorney, and all rights and obligations under this agreement in favor of the Attorney, are personal and are not assignable.

Section 18. Severability. 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.

Section 19. Amendment. This agreement shall not be amended except in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this County Attorney Employment Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

BOARD:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair

ATTEST:

J. K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

Alachua County Attorney

(signatures continued on next page)

ATTORNEY:

By: _____

Witness #1 as to Attorney

Witness #2 as to Attorney

Signature

Signature

Print Name

Print Name