

EMPLOYMENT CONTRACT FOR COUNTY ATTORNEY

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of August, 2017, by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, (hereinafter referred to as “Board”), and Jewel White, Esquire, (hereinafter referred to as “County Attorney”).

WITNESSETH:

WHEREAS, the County Attorney Oversight Committee, a committee established under Section 4.02(a) of the Pinellas County Charter, has duly selected Jewel White as County Attorney for Pinellas County; and

WHEREAS, the Board desires to engage the services of a County Attorney for Pinellas County, Florida, to serve at the pleasure of the County Attorney Oversight Committee; and

WHEREAS, the County Attorney has represented that she is able and willing to provide said services on an at will basis.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other such good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree as follows:

1. DUTIES. The County Attorney's duties shall be as set forth in Section 4.02 of the Pinellas County Charter. The County Attorney shall remain, during the term of this Agreement, in the exclusive employ of the County, on an at-will basis, and shall not, without prior approval of the Board, engage in any other employment or business activity. She shall devote her full energies and efforts to the performance of her duties. Nothing herein shall limit the County Attorney's right to participate in non-paid volunteer work or activities.

2. **TERM.** The term of employment under this contract shall be from July 23, 2017, until terminated as provided in Section 6.

3. **PERFORMANCE EVALUATION.** The County Attorney shall receive an annual performance, salary, benefits, and contract review by the County Attorney Oversight Committee.

4. **SALARY AND BENEFITS.**

A. The County Attorney shall be paid an initial annual salary of \$213,512.00, payable in installments at the same time as other employees of the Board are paid. In the absence of any contrary action by the Board or the County Attorney Oversight Committee, the County Attorney shall receive annual salary adjustments consistent with salary adjustments generally applicable to Board employees.

B. The County Attorney shall receive the standard benefits of all other exempt employees of the Unified Personnel System, including but not limited to insurance, federal social security, pension, paid time off including but not limited to annual leave, floating holidays, personal days, and paid holidays. The County Attorney shall be entitled to participate in all benefit plans offered to exempt employees in the County in accordance with the terms of said plans.

C. In addition, the County Attorney shall have an automobile allowance in the amount of \$500.00 per month paid for each month in which she is employed as County Attorney without proration. The County Attorney agrees that she shall provide a vehicle that will be maintained in an appropriate manner to maintain suitable appearance, working condition and professional image for Pinellas County. The County Attorney shall be solely responsible for the purchase/lease, maintenance, repair, operation costs, insurance, taxes, etc., for said vehicle. The

County Attorney shall maintain her own motor vehicle insurance in at least the following amounts: \$100,000/\$300,000 bodily injury and property damage.

D. With the exception of mileage of the vehicle allowance as provided in subsection C, the County Attorney shall be entitled to reimbursement for other expenses under State law and County policy. The County Attorney's Bar dues and continuing legal education expenses shall be paid.

E. The Board shall also contribute into an account opened by the County Attorney in any §457 plan offered by the County in an annual amount of \$18,000.

5. PENSION BENEFITS. The County Attorney shall participate, as a Senior Management Service Class Employee, in the Florida Retirement System in accordance with Florida Statutes, Chapter 121.

6. TERMINATION AND SEVERANCE PAY.

A. This contract will terminate upon the County Attorney's death, retirement, resignation, or suspension, revocation or expiration of membership in the Florida Bar and can be terminated by mutual agreement.

B. This contract can be terminated for cause by a vote of the County Attorney Oversight Committee, in accordance with its governing rules of procedure. Cause is defined as gross misfeasance, malfeasance, neglect of duty, conviction of a felony, entry of a plea of guilty or nolo contendere to a felony or to any crime of moral turpitude, an illegal act involving a personal gain to her in conjunction with her employment, or misconduct as defined in Sec. 443.036(29), Fla. Stat.

C. This contract can be terminated without cause by a vote of the County Attorney Oversight Committee, in accordance with its governing rules of procedure. In the event the

County Attorney is terminated during such time that the County Attorney is willing and able to perform the duties of County Attorney and such termination is without cause, Pinellas County agrees to pay the County Attorney, within thirty (30) days after the end of her employment, severance in an amount equal to twenty (20) weeks' salary and benefits at the rate in effect at the time of termination. All other payments which would be due to exempt employees in the Unified Personnel System will also be made, including, but not limited to, payment of accrued leave.

D. In the event the Board or the County Attorney Oversight Committee, at any time during the term of this Agreement, reduces the salary or other financial benefits of the County Attorney in a greater percentage than applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting the County Attorney herein, then, in that event, the County Attorney may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply, within the meaning and context of the severance pay provision herein.

7. GENERAL PROVISIONS.

A. Assignability. This contract shall inure to the benefit of the County Attorney, her heirs and personal representatives.

B. Severability. If any provision or portion of this Agreement is held to be unconstitutional or invalid or unenforceable, the remainder of this Agreement or portion thereof shall be severable and shall not be affected but shall remain in full force and effect.

C. Amendment. The terms hereof may be amended by mutual written agreement of the parties.

D. Indemnification. The Board shall defend, hold harmless, and indemnify the County Attorney against any tort, claim, demand, civil rights, or other legal action, arising out of

any act, event, or omission occurring in the performance of the County Attorney's professional duties as County Attorney, except to the extent that the County Attorney acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. The Board will provide defense for, and compromise or settle any such claim or suit, as it deems appropriate, and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond termination of employment or other expiration of this Agreement, to provide full and complete protection to the County Attorney for acts undertaken or committed by the County Attorney in her capacity as County Attorney, regardless of whether receipt of notice or filing of any claim or lawsuit occurs during or following the County Attorney's employment with the County.

8. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties hereto on the matters herein and shall not be modified in any respect except by an amendment in writing signed by the parties hereto.

9. CHOICE OF LAW. This contract shall be governed by the laws of Florida.

10. NOTICES. Notices pursuant to this contract shall be given to each party at: 315 Court Street, Clearwater, FL 33756.

11. EFFECTIVE DATE. The terms of this Agreement shall be effective upon signing by the Chairman.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
KEN BURKE, Clerk of Court

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

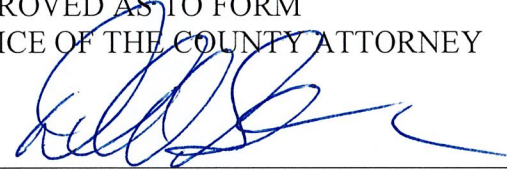
By: _____
Deputy Clerk

Chairman

Date: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: 
Chief Assistant County Attorney


Jewel White, County Attorney