

COUNTY ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into as of _____, 2018, by and between the Board of County Commissioners of Indian River County, a political subdivision of the State of Florida (“Board of County Commissioners”) and Dylan T. Reingold (“County Attorney”).

WHEREAS, the Board of County Commissioners desires to employ the County Attorney, and the County Attorney desires to accept such employment, as the County Attorney for Indian River County, Florida (“County”), in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties agree, as follows:

- 1. Recitals.** The above recital is true and correct, and is incorporated herein.
- 2. Employment.** The Board of County Commissioners hereby employs the County Attorney, and the County Attorney hereby accepts such employment, as the County Attorney for Indian River County, Florida, for a term of one year commencing July 1, 2018 (“Commencement Date”). Such employment shall be full-time and exclusive; the County Attorney shall not perform compensated legal work for any other person or entity, without the approval of the Board of County Commissioners.
- 3. Duties.** The County Attorney shall report directly to, and shall be under the direction of, the Board of County Commissioners, which shall determine the specific duties and matters to be undertaken by the County Attorney. The primary duty of the County Attorney shall be to provide legal advice and support to the Board of County Commissioners. In addition, the County Attorney shall (a) provide legal advice and support to the County Administrator, and the administrative departments of the County, (b) provide legal advice and support to the other commissions, boards, councils and committees of the County, (c) manage the County Attorney’s Office to ensure that resources of the office are applied efficiently and responsibly, (d) prepare an annual budget for the County Attorney’s Office, and (e) hire, promote, demote or dismiss all employees of the County Attorney’s Office in accordance with the personnel rules of the County or, if applicable, the employee’s contract or the provisions of the Code of Indian River County. All legal advice and support shall be provided in a professional, competent and timely manner.
- 4. Ethical and Legal Standards of Conduct.** The County Attorney shall comply with (a) the Rules Regulating the Florida Bar, including, without limitation, the Rules of Professional Conduct, (b) generally accepted ethical standards for the practice of law, and (c) all other applicable federal, state and local laws, rules or regulations applicable to the practice of law. In addition, the County Attorney shall comply with all federal, state and local criminal laws, and shall refrain from committing any act which, in the sole opinion of the Board of County Commissioners, adversely reflects on the County or its reputation, is contrary to the best interests of the County, or would be the basis for employee discipline under AM 801.1 of the Administrative Policy Manual (“Behavior of Employees”). The County Attorney shall notify the Board of County

Commissioners within three days of being formally charged by law enforcement, the State Attorney, the Florida Bar, or any other such entity, with conduct violating the rules, standards or laws set forth above.

5. **Salary.** The County Attorney shall be paid an annual salary of \$161,506.80 payable in 26 bi-weekly payments of \$6,211.80, adjusted for required deductions. The County Attorney's salary shall be increased by any general or cost-of-living increases granted to other full-time, non-contract employees of the County; provided, however, that such increase shall not take effect earlier than six months after the Commencement Date, for increases occurring during the initial term.

6. **Benefits.** Except as modified herein, the County Attorney shall receive the same benefits as are available to full-time, non-contract employees of the County. In addition, (a) the County Attorney shall receive fifteen days of vacation annually, calculated from the Commencement Date or the annual anniversary date of employment; provided, however, that if the County Attorney's employment terminates for any reason at a time when the County Attorney has taken more vacation days than have accrued at the rate of 9.375 hours per month, the County Attorney shall reimburse the County for the overused vacation days, which amount may be deducted from the County Attorney's final paycheck(s), (b) the County shall pay a car allowance in the standard amount for senior County employees receiving a car allowance, (c) the County shall pay for the cost of Continuing Legal Education necessary for the County Attorney to maintain good standing in the Florida Bar, or to maintain legal specialty certification(s), or otherwise as determined necessary and appropriate by the County Attorney to perform the duties set forth herein. The cost of Continuing Legal Education shall include travel, lodging and expenses, in accordance with §112.061, Florida Statutes, (d) the County shall pay the County Attorney's Florida Bar dues (including section fees), Indian River County Bar Association dues, and Florida Bar certification or recertification fees, and (e) the County Attorney shall be included in the "Senior Management Service Class" of the Florida Retirement System.

7. **Renewal.** This Agreement is not a continuing contract and shall not automatically renew upon expiration of the initial or any subsequent term; rather, this Agreement shall only be renewed by execution of a renewal agreement by both parties. Each year, the County Attorney shall schedule the renewal of his/her employment agreement as an item for consideration by the Board of County Commissioners at a meeting to be held no later than 30 days prior to expiration of the then-existing term of the agreement.

8. **Termination.**

A. Either party may terminate this Agreement for any reason upon 30 days written notice to the other party. Upon termination, expiration or non-renewal of this Agreement for any reason, the County shall not be obligated to pay, and the County Attorney waives any right to receive payment for, any unused, accrued vacation or sick time, any severance payment, any health insurance premiums, or any other form of payments, other than payment of salary through the final day of employment; provided, however, that this subsection shall not be construed to deprive the County Attorney of any earned benefits under the Florida Retirement System, or similar deferred income or retirement programs.

B. Notwithstanding the requirement of 30 days written notice set forth above, the Board of County Commissioners may terminate the County Attorney's employment immediately, upon a finding by the Board of County Commissioners of good cause. For the purposes of this section, the term "good cause" shall mean any of the following: (a) loss by the County Attorney of his/her right to practice law in the State of Florida, (b) gross negligence in the performance of any duties set forth in section 3 above, or repeated failure to perform such duties in a professional, competent or timely manner, or (c) reasonable cause to believe that the County Attorney has violated the terms and conditions of this Agreement, including, without limitation, the ethical and legal standards of conduct set forth in section 4 above.

C. In the event that the Board of County Commissioners terminates the County Attorney for good cause, the County Attorney shall have the right to request a hearing before the Board, which shall be held as soon as reasonably possible. The County Attorney shall exercise such right by delivering written notice requesting a hearing to the Chairman of the Board, within five business days of the Board's decision to terminate for good cause. In the event that the County Attorney prevails in such hearing, the Board's decision to terminate for good cause shall automatically be deemed to have been a 30 day notice of termination pursuant to subsection 7A above, and the County Attorney's sole remedy under this Agreement shall be payment of unpaid salary and benefits for the 30 day period following the Board's decision to terminate for good cause.

D. Nothing in this section 8 shall be interpreted to prevent the Board of County Commissioners from imposing any other form of discipline short of termination, such as probation, suspension (with or without pay), etc.

9. No Property Rights. The County Attorney shall not acquire any property rights in employment or continued employment as a result of this Agreement, but shall obtain only those contractual rights described herein.

10. Interpretation. This Agreement has been submitted to the equal review and scrutiny of both parties, and both parties agree that it fairly and accurately sets forth the terms of their agreement. In any dispute between the parties, the Agreement shall be given a fair and reasonable interpretation, without consideration or weight being given to the fact that it was initially prepared or drafted by any particular party.

11. Severability. Each provision of this Agreement is deemed to be separate and divisible. If any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

12. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

13. Jurisdiction and Venue. Exclusive jurisdiction and venue for any proceedings arising out of or relating to this Agreement shall be in the county or circuit court sitting in Indian River County, Florida.

14. **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY OF ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT. ALL SUCH ISSUES SHALL BE RESOLVED BY NON-JURY TRIAL.

15. **Amendment.** This Agreement may be amended or modified only by subsequent written agreement signed by the County Attorney and the Board of County Commissioners.

16. **Entire Agreement.** This written Agreement constitutes the complete and final agreement of the parties. No prior or contemporaneous statements of the parties shall be binding or effective, unless set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed at Vero Beach on the date set forth above.

COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

Dylan T. Reingold

By: _____
Peter D. O'Bryan, Chairman

Approved:

Date approved by BCC: May __, 2018

Jason E. Brown, County Administrator

ATTEST: Jeffrey R. Smith, Clerk of Court
and Comptroller

By: _____
Deputy Clerk