

# **COUNTY ATTORNEY EMPLOYMENT AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_ day of July, 2023, by and between the Indian River County Board of County Commissioners of Indian River County, Florida, (hereafter “BOARD”) and William K. DeBaal (hereafter “ATTORNEY”).

## **SECTION 1. EMPLOYMENT**

BOARD hereby employs ATTORNEY as an employee of Indian River County, Florida (“County”) as County Attorney for a period of one (1) year, beginning July 31, 2023.

## **SECTION 2. COUNTY ATTORNEY’S DUTIES**

ATTORNEY shall devote full time and attention to the practice of law on behalf of County. ATTORNEY shall not engage in the compensated practice of law except as an employee of County, unless 1) authorized by the BOARD to do so.

## **SECTION 3. ETHICS OF ATTORNEY**

ATTORNEY shall abide by and perform all assigned duties in accordance with the Rules Regulating The Florida Bar, as established and amended from time to time by the Supreme Court of Florida (including, without limitation, the Rules of Professional Conduct) and all other ethical standards set forth in applicable laws, regulations, county ordinances and rules of court.

## **SECTION 4. ANNUAL COMPENSATION**

Beginning July \_\_, 2023, for all services rendered by ATTORNEY, ATTORNEY shall be paid an annual salary of Two Hundred Two Thousand 00/100 Dollars (\$202,000.00) (“Salary”), payable in twenty-six (26) bi-weekly installments of \$7,769.23, as adjusted for required deductions. 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. ATTORNEY shall be deemed to be an exempt employee for the purposes of the Fair Labor Standards Act. In addition to Salary, ATTORNEY shall be entitled to a car allowance in the standard amount for senior County employees receiving a car allowance.

## **SECTION 5. INDIAN RIVER COUNTY ADMINISTRATIVE MANUAL**

Except as set forth herein, ATTORNEY shall be subject to and entitled to the same rights, responsibilities and benefits as other exempt County employees, as set forth in the Indian River County Administrative Manual, as applied from time to time (“Manual”); provided, however, that ATTORNEY shall not be subject to Policy AM-807.1 (Disciplinary Procedure) and Policy AM-807.2 (Offenses/ Disciplinary Pattern). In exchange for giving up the rights set forth in Policy AM-807.1 and Policy AM-807.2 ATTORNEY shall be entitled to severance rights as set forth in Section 10 below.

## **SECTION 6. ADDITIONAL BENEFITS**

In addition, County shall pay for ATTORNEY's continuing legal education, as necessary to maintain membership in The Florida Bar. The term "continuing legal education" includes program fees, travel, lodging, and per diem expenses. County shall pay ATTORNEY's Florida Bar dues, relevant Florida Bar section fees, Florida Association of County Attorneys dues, and Indian River County Bar Association dues. ATTORNEY shall be included in the Senior Management Class of the Florida Retirement System.

## **SECTION 7. NATURE OF EMPLOYMENT**

ATTORNEY acquires no property rights in employment as described in Policy AM-807.01, but has only the contractual rights set forth or incorporated by reference in this employment agreement.

## **SECTION 8. TERM**

This employment agreement is for one (1) year from the commencement date written above. The agreement is not continuing in nature and must be renewed on an annual basis. Each year, ATTORNEY shall schedule the renewal of his/her employment agreement as an item for consideration by the BOARD at a meeting to be held no later than 30 days prior to expiration of the then-existing term of the agreement.

## **SECTION 9. TERMINATION**

This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice delivered to the other party. At ATTORNEY's option, County may pay sixty (60) days Salary in lieu of notice.

## **SECTION 10. SEVERANCE**

In the event that the BOARD either (i) terminates this Agreement without cause, or (ii) fails without cause to renew this Agreement on terms equally favorable to ATTORNEY, County shall pay ATTORNEY a severance amount equal to one (1) month of Salary for each completed two (2) years of employment, capped at four (4) months of Salary, less required deductions ("Cap Amount"); provided, however, that if applicable law does not allow payment of said amount, then County shall pay ATTORNEY the maximum amount which is allowed by applicable law up to the Cap Amount.

For the purposes of this Agreement, the term "cause" shall mean any of the following: (i) material breach of this contract, (ii) serious breach of a County policy or ordinance, (iii) violation of any state or federal law reflecting a serious lack of honesty, character or integrity, or (iv) any other serious misconduct adversely impacting the County or its operations or reputation. In the event that a determination of cause depends solely on the outcome of pending disciplinary,

criminal or other such proceedings, County may defer its decision on whether to pay severance until completion of such proceedings.

Regardless of whether a termination or failure to renew is with or without cause, ATTORNEY shall be paid accrued annual vacation and sick leave in accordance with the Manual; provided, however, that to the extent that ATTORNEY was employed under a prior employment agreement which provided that ATTORNEY would be paid "in full" for such accrued leave, ATTORNEY shall be paid in full for such leave during the period of time that ATTORNEY worked under such prior employment agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed at Vero Beach, Florida, on the date set forth below.

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

Date approved by BCC: July \_\_, 2023

**COUNTY ATTORNEY**

\_\_\_\_\_  
Bill DeBraul

**Approved:**

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

**ATTEST:** Ryan L. Butler, Clerk of Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk