

COUNTY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of this 20th day of August 2024, by and between the Indian River County Board of County Commissioners of Indian River County, Florida, (hereafter "BOARD") and Jennifer W. Shuler (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 three (3) years, beginning September 16, 2024. It is recognized that ATTORNEY will be absent from work from September 27 through October 13, 2024, for a trip scheduled prior to appointment as ATTORNEY, and such absence will be taken without pay.

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 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 September 16, 2024, for all services rendered by ATTORNEY, ATTORNEY shall be paid an annual salary of Two Hundred and Five Thousand Dollars (\$205,000.00) ("Salary"), payable in twenty-six (26) bi-weekly installments of \$7,884.62, 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 commencing in October 2025. 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 11 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 will be included in the "Senior Management Service Class" of the Florida Retirement System and the ATTORNEY and the County will contribute the statutory amount as established for participation in the Florida Retirement System.

ATTORNEY shall be credited with ten (10) days of vacation upon Commencement Date of Employment and shall accrue twenty (20) days of vacation annually, beginning on the Commencement Date of the Agreement, and annually on the month of the Commencement Date anniversary. The maximum accrual of vacation hours will be consistent with the maximum hours set forth in the Administrative Policy Manual. The payout of vacation leave upon separation of employment will be as set forth in the Administrative Policy Manual.

ATTORNEY shall be credited with five (5) days of sick leave upon Commencement Date of Employment and will accrue sick leave in accordance with the sick leave policy set forth in the Administrative Policy Manual. The payout of sick leave upon separation of employment will be as set forth in the Administrative Policy Manual.

ATTORNEY will be eligible for participation in the group benefit program in the same manner offered to all full-time, regular non-contract eligible employees.

County will provide the ATTORNEY a County cell phone or cell phone stipend as set forth in the Administrative Policy Manual.

SECTION 7. RELOCATION ASSISTANCE & RESIDENCY

The County shall reimburse ATTORNEY for relocation expenses, including mileage, the cost of truck rental, moving company, packing, and shipping of household goods and other reasonable relocation expenses that are agreed upon by the parties. ATTORNEY shall be required to submit documentation, invoices, or receipts to the County for the costs of relocating her legal domicile within Indian River County. ATTORNEY shall become a resident of Indian River County by October 15, 2024, and shall maintain residency within Indian River County for the duration of her employment under this Agreement.

SECTION 8. 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 9. TERM

This employment agreement is for three (3) years from the commencement date written above. The agreement is not continuing in nature and may be renewed following the ATTORNEY scheduling the renewal of 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 10. TERMINATION

This Agreement may be terminated by ATTORNEY at any time and for any reason by resignation with 60 days' written notice, in which case ATTORNEY will be paid through the last day worked, or by the County, at any time or for any reason, by giving ATTORNEY notice of termination

A. Termination without Cause. The BOARD may, at any time whatsoever, terminate the employment of the ATTORNEY, without cause. Upon such termination, The ATTORNEY will be entitled to: 1) a severance payment as set forth in Section 11 below; and 2) a lump sum payment at her then-hourly rate of base salary as ATTORNEY for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Administrative Policy Manual applicable to all other full-time, regular non-contract eligible employees of the County. ATTORNEY will continue deductions for insurance benefits and pension during the period of severance and County will continue to make applicable insurance and pension contributions during the period of severance.

B. Termination for Cause. The BOARD may also, for cause, terminate the employment of the ATTORNEY at any time whatsoever. The ATTORNEY shall be entitled to a hearing if, within five (5) business days of termination for cause, ATTORNEY so requests in writing to the BOARD. In the event the ATTORNEY'S employment is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A above and Section 11. The term "for cause", shall be deemed to include: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the County; conduct unbecoming a public employee; illegal or habitual drug abuse; arrest; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Code of Ethics for Public Officers and Employees; or as set forth in Section 3 above.

SECTION 11. SEVERANCE

If County terminates this Agreement at any time without cause, County shall pay ATTORNEY twenty (20) weeks of severance equal to ATTORNEY'S then salary as set forth in Section 4 in effect at the time of termination.

SECTION 12. NO PROPERTY RIGHTS

The 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.

SECTION 13. 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.

SECTION 14. 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.

SECTION 15. GOVERNING LAW

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

SECTION 16. 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.

SECTION 17. 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.

SECTION 18. AMENDMENT

This Agreement may be amended or modified only by subsequent written agreement signed by the ATTORNEY and the BOARD.

SECTION 19. 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 on the date set forth above.

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

By: _____

Susan Adams, Chair

Date approved by BCC: August 20, 2024

Approved: _____

Jennifer W. Shuler, ESQ

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

By: _____

Deputy Clerk

