

## COUNTY ATTORNEY EMPLOYMENT AGREEMENT—FIRST RESTATEMENT

**THIS AGREEMENT** is entered into by and between MANATEE COUNTY (hereinafter "County"), a political subdivision of the State of Florida, and MITCHELL O. PALMER (hereinafter "Attorney").

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. LICENSURE

The Attorney is and shall remain duly authorized to practice law in the State of Florida.

2. ATTORNEY-CLIENT RELATIONSHIP

The Attorney shall be responsible for representing, and is hereby authorized to represent the Board of County Commissioners as its County Attorney, and to provide legal services, including management and participation in all litigation and other such legal services required to protect the interests of the County, including rendering of legal advice and the performance of other legal and administrative responsibilities as described elsewhere herein, to the Board of County Commissioners, and to such other departments and agencies of County Government that the Board of County Commissioners, with the consent of the Attorney, may from time to time authorize and direct.

3. DUTIES

The duties, responsibilities and authority of the Attorney shall include, without limitation:

- a. Managing and supervising the Office of the County Attorney, in accordance with this Agreement and Sections 2-2-30 through 2-2-35, Manatee County Code of Ordinances (as may be amended from time-to-time).
- b. Coordinating with the County Administrator and various departments and offices under his jurisdiction, regarding all matters affecting or implicating legal issues in the overall county administration including, without limitation, budgetary, personnel and procurement matters.
- c. Providing legal advice and counsel to, and legal representation of, the Board of County Commissioners, and, at the request of the Board of County Commissioners, the departments and agencies of the County.
- d. Advising and providing recommendations to the Board of County Commissioners regarding the need for all counsel to be retained to provide legal representation in specified matters.
- e. Supervising, monitoring or coordinating, as appropriate, the representation, services and work of outside attorneys employed pursuant to paragraph d. above.

- f. Providing supervision, monitoring and coordination for the operations of Risk Management as they relate to workers' compensation, general and property liability and safety, together with administration of the Self Insurance Ordinance.
- g. Such other duties as the Board of County Commissioners may assign with the concurrence of the Attorney.

#### 4. ETHICS

Nothing herein contained shall be construed as requiring the Attorney to render legal services in any particular circumstances where, in the professional discretion and judgment of the Attorney, the rendering of such legal services would violate applicable ethical standards including the provisions of the Rules Regulating The Florida Bar or create a direct conflict of interest between the County and the Attorney.

#### 5. EMPLOYEE BENEFITS

The Attorney shall be a full time employee of the County and, except as qualified by or inconsistent with the terms of this Agreement, shall be entitled to the benefits and prerogatives of County employees generally, including, without limitation, those pertaining to holidays, vacation, sick leave and compensatory time, retirement and pension system contributions, core life and health insurance benefits, core long term disability benefits and working conditions; provided, however, the Attorney shall be entitled to the following additional benefits:

- a. Attorney shall be permitted to enter the Florida Retirement System's DROP program, as established by Florida Law and County policy, and to enjoy the benefits thereof pertaining to retirement.
- b. Upon termination of his employment for any reason, voluntary or involuntary, in addition to other benefits, the Attorney shall be entitled to receive payment of one-fourth (1/4) of his total accumulated unused sick leave, not to exceed 240 hours.
- c. The Attorney shall be permitted to accrue 475 hours of unused vacation time at the rate provided by the Manatee County Personnel Policy. Accrued unused vacation hours in excess of that amount at the end of any calendar year shall be deducted from the Attorney's vacation time balance.
- d. The Board of County Commissioners shall pay the premiums for and otherwise provide to the Attorney a long term disability insurance policy covering the Attorney, as such plans are established by programs under the auspices of The Florida Bar or other bar or professional associations of which the Attorney is a member, to provide for payments to the Attorney of a sum that, when added to the core long term disability benefit provided to county employees generally, shall equal two thirds (2/3) of the Attorney's then existing annual salary, payable in installments during his disability. Said policy shall remain in full force and effect as long as the Attorney is employed with the County.

- e. In addition to the Attorney's base salary (and not as a deduction therefrom) and as further incentive to retain the services of the Attorney, the County shall fund, at seven and one-half percent (7.5%) of the Attorney's annual base salary (but not to exceed the maximum annual contribution allowed under Section 457 of the Internal Revenue Code), a deferred compensation account, in the name of the Attorney, to be held and administered by an entity chosen by the Attorney, which sum shall be payable in 26 pro rata installments each pay period beginning immediately upon execution of this Agreement.

6. OUTSIDE ACTIVITIES

It is recognized that the Attorney will necessarily devote considerable time outside normal business hours to the business of the County, consistent with his position as County Attorney and his responsibilities as a professional. Nothing herein shall prohibit the Attorney from (a) completing matters that are ongoing as of the date of execution of this Agreement, pursuant to the winding down of his private practice of law, or (b) with the consent of the Board of County Commissioners, devoting his own time to other professional pursuits, to include teaching. However, none of the aforementioned activities shall interfere with the full and proper performance of the Attorney's duties as County Attorney.

7. BASE SALARY

The base annual salary of the Attorney shall be \$185,705.10, and shall be payable in 26 pro rata installments in the same manner as all other County employees.

8. SALARY INCREASES

The Attorney's base pay shall automatically be increased each October 1 in the same percentage as salary increases accorded by law to the County Commissioners; provided, however, that the Attorney may be awarded additional increases in compensation from time to time by vote of the Board of County Commissioners in recognition of meritorious performance of his duties.

9. PROFESSIONAL DUES, FEES AND SUBSCRIPTIONS

The County agrees to pay, to the extent permitted by law, the dues, fees and subscriptions necessary for the Attorney's continuing membership in The Florida Bar, for continuing legal education, for board certification, and for his membership or participation in such professional organizations and associations as the Attorney may deem necessary or advantageous to the performance of his duties hereunder.

10. WORK PRODUCT

The work product of the Attorney, including all documents and other results of professional legal services performed and rendered by the Attorney for the County, shall be the exclusive property of the County. Upon termination of this Agreement or termination of the employment of the Attorney, all of such work product, documents and other results shall be peacefully surrendered by the Attorney to the County.

## 11. TERMINATION/RESIGNATION

Recognizing the confidential relationship that will exist between the Attorney and the County in performance and rendition of professional legal services by the Attorney for the County, and the necessity for trust and confidence between the parties, this Agreement and the employment of the Attorney by the County may be terminated as follows:

- a. (1) At the will of the Board of County Commissioners, in which case the Attorney may be removed, after written notice given four weeks in advance, by an affirmative vote of not less than four (4) members of the Board of County Commissioners at a public meeting wherein the Attorney has the opportunity to be present.
- (2) In the event the Attorney is terminated under this provision and is willing and able to perform the duties of the County Attorney, then, and in that event the County shall pay the Attorney a severance lump sum equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.
- b. In the event the Attorney is unable to perform his duties as a result of illness or other casualty or calamity which prevents the Attorney from undertaking his responsibilities, he may resign and shall receive a lump sum payment equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon termination.
- c. In the event the Attorney shall voluntarily resign his position in good standing, he shall be entitled to a lump sum payment equal to the Attorney's aggregate salary for one (1) month and, in addition, payment of all unused vacation time and sick leave as stated herein, and any and all other benefits ordinarily paid upon separation from employment.
- d. The parties may terminate this Agreement on such other terms as they mutually agree.

## 12. TERMINATION FOR CAUSE

This Agreement and the employment of the Attorney may be terminated by the County "for cause" upon a presentation, after reasonable notice to the Attorney, at a meeting of the Board of County Commissioners, at which the Attorney has the opportunity to participate, which establishes that:

- a. The Attorney is no longer duly qualified and licensed to practice law in the State of Florida, or

- b. The Attorney has been convicted or adjudged guilty of a felony or any serious misdemeanor involving the moral turpitude of the Attorney, or
- c. The Attorney is elected or appointed to a public office, or
- d. The Attorney is guilty of misconduct as defined in Section 443.036 (29), Florida Statutes.

If this Agreement is terminated "for cause" as defined herein, the County shall not pay the severance sum described in paragraph 11a., but shall be obligated to pay all other accrued benefits as stated herein.

13. AUTOMOBILE

The Attorney's duties require that he use his automobile from time to time during employment with the County in various matters and at unscheduled times. In lieu of providing him with the unrestricted use of an automobile, the Attorney shall have and receive an automobile allowance of \$450.00 per month, payable in a manner to be determined by the Clerk of the Circuit Court. For all out of county travel, the Attorney shall be reimbursed in the same manner as other county employees when operating leased or privately owned vehicles or utilizing commercial carriers and for meals and lodging.

14. LIFE INSURANCE

In addition to the disability, health, and core life insurance herein agreed to, the County shall pay the premiums for and otherwise provide to the Attorney a term life insurance policy in the amount of two hundred fifty thousand dollars (\$250,000.00), with said policy to remain in full force and effect as long as the Attorney is employed with the County. Said policy shall be placed with a life insurer possessing an A.M. Best Company, Inc. Financial Strength Rating of "A" or better.

15. REMEDY/INDEMNIFICATION

The County specifically agrees that because the Attorney is a full time employee of the County, the sole remedy available to the County for any error, omission, negligence, malpractice or the like, of the Attorney is termination of his employment. To the fullest extent permitted by law, the County shall indemnify the Attorney for judgments entered against the Attorney related to his official acts on behalf of the County; provided, however, that the Attorney shall not be indemnified for intentional wrongful acts.

16. SEVERABILITY

If any provision or portion of this this Agreement is held unconstitutional, invalid or unenforceable for any reason, all remaining portions of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

17. SURVIVAL OF OBLIGATIONS

Any obligation set forth herein, the performance of which would naturally survive the termination of this Agreement, shall so survive.

18. SENIOR MANAGEMENT

The County Attorney shall be designated as a Senior Management position for purposes of the Florida Retirement System.

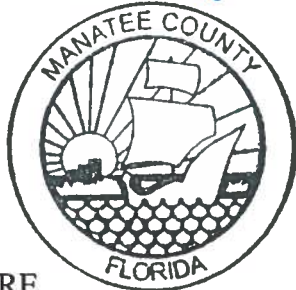
19. TERM

The Attorney commenced employment as the County Attorney on April 18, 2012. This Agreement serves as a restatement of the original employment agreement, except that certain financial aspects of the original agreement are modified herein. This Agreement shall continue in effect until terminated by either party or by mutual agreement.

20. AMENDMENTS

This Agreement may be amended in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed in duplicate this 5<sup>th</sup> day of May, 2015.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

[Signature]  
CHAIRPERSON

ATTEST: R.B. SHORE  
CLERK OF CIRCUIT COURT

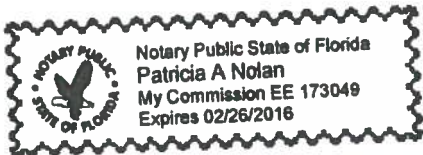
BY: [Signature]

[Signature]  
MITCHELL O. PALMER  
ATTORNEY

STATE OF FLORIDA  
COUNTY OF MANATEE

ACKNOWLEDGED before me this 5<sup>th</sup> day of May, 2015, by Mitchell O. Palmer, who is:

personally known to me, or who  
 produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida at Large  
Printed Name: Patricia A. Nolan  
My Commission Expires: 2/26/2016  
Commission No. EE 173049