

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF BREVARD, FLORIDA**, hereinafter called the "County", by its **BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "Board", and **MORRIS RICHARDSON**, hereinafter called the "Employee", both of whom understand as follows:

### **WITNESSETH:**

**WHEREAS**, the County desires to retain the services of said Employee as the County Attorney of Brevard County, Florida, as provided in the Brevard County Charter; and

**WHEREAS**, it is the desire of the Board of County Commissioners to provide certain benefits, set certain conditions of employment, and to establish a procedure for the termination of employment by the Board and the Employee; and

**WHEREAS**, Employee desires to accept employment as County Attorney of said County; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **SECTION 1. DUTIES**

The County herein agrees to employ said Employee as County Attorney of said County to perform the functions and duties specified in the Brevard County Charter and other applicable laws and ordinances and to perform such other legally permissible and proper duties and functions as the Board shall time to time assign.

### **SECTION 2. TERMS**

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A, B, and C of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject only to the provisions set forth in Section 3, paragraph D, of this Agreement.

C. Employee agrees to remain in the exclusive employ of the County and will not become employed by another employer until termination is effected as hereinafter provided or as otherwise mutually agreed by both parties.

### **SECTION 3. TERMINATION AND SEVERANCE PAY**

A. Termination Hearing: The Board and Employee recognize the County

Attorney is the head of the legal department for the County. The Employee must maintain the confidence of the Board and discharge fully and properly the duties of his position. The employee shall serve at the will and pleasure of the Board. The Board may terminate the Employee at any time for the convenience of the County but only if a majority of the Board agrees. The Board may terminate the Employee for good cause (as defined in paragraph C, below) if, in a public meeting, a majority of the Board votes to terminate the Employee; however, the Employee shall then be afforded a written notice setting forth the reasons for termination and the Employee shall have ten (10) days from the receipt of said written notice to request a hearing before the Board.

B. Termination for the Convenience of the County: In the event Employee is either terminated by the Board for the convenience of the County or is forced to resign during such time that Employee is willing and able to perform the duties of County Attorney, then and in that event the County agrees to pay Employee a lump sum severance cash payment equal to twenty (20) weeks of compensation. As consideration for such severance pay, Employee shall, prior to receipt thereof, execute and deliver to the County a general release of the County, the Board, its officers, agents, and employees, for all acts and actions during his employment with the County (whether accrued or subsequently accruing) from the beginning of time until the date of release. "For the convenience of the County" as used in this Agreement means where the Employee is terminated by the Board without good cause; where a majority of the Board has lost confidence in the Employee performing the duties of his position; where termination of the Employee is in the best interests of the County as determined solely by the Board; or for any other reason the Board deems appropriate.

C. Termination for Good Cause: In the event the Employee is terminated by the Board for good cause, then and in that event the County shall have no obligation to pay the aggregate severance sum designated in Section 3, paragraph B. "Good cause" as used in this Agreement means misconduct, as defined in Section 443.036, Florida Statutes; removal from office pursuant to Section 112.51, Florida Statutes; nonfeasance, misfeasance, or malfeasance in the performance of the County Attorney's job duties and responsibilities; or the conviction of, or a plea of guilty or no contest to, a felony crime or any crime involving dishonesty, moral turpitude, or which brings the County into disrepute, whether adjudication is withheld or not.

D. Voluntary Resignation: In the event the Employee voluntarily resigns his position with the County, the Employee shall give the Board sixty (60) days' notice in advance, unless the parties agree otherwise.

#### **SECTION 4. DISABILITY**

If (a) the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of three (3) months and (b) no reasonable accommodation is possible, to the extent required

by state or federal law, the Board shall have the option to terminate this Agreement subject to the payment of the aggregate severance sum designated in Section 3, paragraph B.

## **SECTION 5. SALARY AND EVALUATION**

A. The County agrees to pay Employee for his services rendered pursuant hereto an annual base salary of two hundred forty thousand dollars and no cents (\$240,000), payable in installments at the same time as the other employees of the County are paid, commencing September 5, 2022. Cost of living increases shall be equal to those percentages as approved by the Board for County employees.

B. In addition, the County may increase said base salary and other benefits of Employee in such amounts and to such extent as the Board may determine that it is desirable to do so based on a performance evaluation of the County Attorney. Such evaluation shall be in such form as the Commission deems appropriate.

C. Nothing in this Section shall require the County to increase the base salary or other benefits of the County Attorney. Furthermore, the County's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

## **SECTION 6. VACATION AND SICK LEAVE**

The Employee will commence employment with sixteen (16) hours of annual leave, and will accrue annual leave and sick leave thereafter in accordance with the County's personnel policies, rules, and regulations applicable to general County employees. The Employee's prior service with FRS employers shall be credited towards his years of service with Brevard County when determining the annual and sick leave that he will receive from the County. The Employee must use at least half his annual leave every year and may carry over the remainder. All accumulated vacation time will be paid to the Employee when he leaves the County. The Employee will be reimbursed for 50% of unused sick leave.

## **SECTION 7. AUTOMOBILE AND CELL PHONE**

Upon request to the County Manager by the Employee, the County shall provide a car allowance for the Employee's use of his personal vehicle. The annual allowance shall equal 65% of the average cost to own and operate a new car (15k mi/yr) as published by AAA, and shall be payable in monthly installments. The Employee may request that the County Manager adjust the car allowance once per year upon publication of the updated AAA study for such year. The County shall provide fifty dollars (\$50.00) per month for use of his personal cell phone for County business or be provided a County cell phone, at his discretion.

## **SECTION 8. DUES AND SUBSCRIPTIONS**

The County agrees to pay for Employee's annual Florida Bar membership dues and other professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the County.

## **SECTION 9. PROFESSIONAL DEVELOPMENT**

The County agrees to pay registration fees and customary travel and meal expenses for the Employee's travel to and attendance at in-state continuing legal education eligible seminars online or in the Orlando area, as well as for the semi-annual Florida Association of County Attorneys seminars, for which reasonable lodging expenses will be paid if located more than 100 miles from the County Attorney's Office.

## **SECTION 10. INDEMNIFICATION**

A. County shall defend, save harmless, and indemnify Employee against any action for any injury or damage suffered as a result of any act, event, or omission of action that Employee reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The County may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The County shall not be liable for the acts or omissions of Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Employee shall reimburse the County for any legal fees and expenses the County has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as County Attorney, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the County.

## **SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Board shall fix, after consultation with Employee, any such other terms of employment, as it may determine desirable from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the laws of Florida, or any other applicable law.

B. County shall contribute, on Employee's behalf, the employer's share for

Employee to participate as a Senior Management Service Class member in the Florida Retirement System ("FRS"). Employee shall pay the employee share.

C. All provisions of law and regulations and rules of County relating to vacation and sick leave, life insurance, disability benefits, retirement and pension system contributions, holidays and other fringe benefits as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of County, in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided herein.

## **SECTION 12. GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing September 5, 2022.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Brevard County, Florida.

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

F. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk

By: \_\_\_\_\_  
Kristine Zonka, Chair  
As approved by the Board on \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_  
Morris Richardson