

**EMPLOYMENT AGREEMENT
BETWEEN MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS
AND
SARAH W. WOODS
COUNTY ATTORNEY**

THIS AGREEMENT, made and entered into on June 18, 2019, by and between the Board of County Commissioners of Martin County, Florida, a political subdivision of the State of Florida, hereinafter called "County", and Sarah W. Woods, Esq., hereinafter called "County Attorney", both of whom understand as follows:

WITNESSETH

WHEREAS, Martin County desires to employ the services of Sarah W. Woods, Esq. as Martin County Attorney; and

WHEREAS, it is the desire of the County, to provide certain benefits, to establish certain conditions of employment and to set working conditions of County Attorney; and

WHEREAS, it is the desire of the Board of County Commissioners to 1) secure and retain the services of County Attorney, and to provide inducement for her to remain in such employment, 2) to make possible full work productivity and independence by assuring County Attorney's morale and peace of mind with respect to future security, and 3) to provide a just means for terminating County Attorney's services at such time that County may desire to terminate her employ; and

WHEREAS, County Attorney desires to accept employment as Martin County Attorney.

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

Section 1: Appointment

Pursuant to Section 125.01(1)(b), Florida Statutes, the Board of County Commissioners hereby appoints Sarah W. Woods to be employed as the County Attorney of Martin County, Florida, effective July 9, 2019 (anniversary date).

Section 2: Powers and Duties of the County Attorney

County hereby agrees to employ Sarah W. Woods, Esq. as County Attorney of Martin County to perform the functions and duties of County Attorney as required by law and established by the Board of County Commissioners from time to time. Employment shall commence on the 9th day

of July 2019. It is specifically agreed that Sarah W. Woods shall not be employed by Martin County prior to July 9, 2019. County Attorney shall perform other such duties as may be required by the Board of County Commissioners, and which are not inconsistent with the laws of the State of Florida. The County Attorney shall be responsible to the Board of County Commissioners for the proper administration of all affairs of the Martin County Attorney's Office.

Section 3: Term

- A. The term of this Employment Agreement shall be for an initial period commencing on July 9, 2019 and expiring on July 9, 2020. Thereafter, the Agreement will renew automatically for additional terms of one year unless the County gives written notice to the County Attorney by April 9 of any year that the Agreement will not be renewed the following July 9. For example, the Agreement will renew automatically for the period of July 9, 2020 through July 9, 2021 unless the County notifies the County Attorney by April 9, 2020 that it will not renew the Agreement. Any such renewal will not affect the parties' rights to terminate the Agreement under the provisions of Sections 4 and 5 below. The County's failure to renew the Agreement shall constitute termination without cause under Section 4 (A) below, and the County Attorney shall be entitled to the termination benefits provided in that section.
- B. If the Agreement is not renewed, upon mutual consent of the parties, Sarah Woods may continue to function in the role of County Attorney until a permanent replacement is selected by the Board of County Commissioners, or through the remainder of the agreement's term then in force. In the absence of such mutual agreement, Sarah Woods shall be free of all obligations of service to the County. but shall be entitled to severance in accordance with Section 4 (A) below.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County to terminate the services of County Attorney at any time, subject only to the provisions set forth in Section 4 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County Attorney to resign at any time from her position with County, subject only to the provisions set forth in Section 5 of this Agreement.

Section 4: Termination and Severance Pay

- A. The County may at any time whatsoever, terminate the employment of the County Attorney, without cause, by an affirmative vote, upon notice, of not less than three (3) members of the Board of County Commissioners. If such event should occur, the County Attorney will be given written notice of the decision of the Board of County Commissioners not less than thirty (30) days prior to the effective date of the termination. Upon termination, the County Attorney will be entitled to: 1) a severance payment equal to twenty (20) weeks of base salary and deferred compensation under Sections 6 and 7 below, and 2) a lump sum payment at the County Attorney's hourly rate of base salary and deferred compensation for all annual leave hours accumulated but unused as of the date of

termination, and 3) continuation of the County Attorney's health insurance for a period of twenty (20) calendar weeks following the date of termination. The County may elect to pay the severance payment in (1) lump sum or periodic payments for a period not to exceed twenty (20) weeks. Notwithstanding the language contained in this section no severance pay shall be made when the officer, agent, employee, or contractor has been fired for misconduct, as defined in F.S. 443.036(29), by the unit of government, i.e. County.

- B. The Board of County Commissioners may also, for cause, terminate the employment of County Attorney at any time whatsoever, by affirmative vote, of not less than three (3) members of the Board of County Commissioners. County Attorney shall be entitled to a hearing before the Board of County Commissioners if, within five (5) business days, she so requests in writing to the County Administrator. In the event County Attorney is terminated for cause, County shall be under no obligation to pay severance pay. The term "for cause" shall be deemed to include: gross negligence in the handling of County affairs; willful violation of the provisions of law; willfully disregarding a direct and lawful order, demand, or policy of the Board of County Commissioners; conduct unbecoming a public employee; habitual drug abuse; conviction of a felony; or conviction of any crime involving moral turpitude or relating to official duties. For the purposes of this paragraph, if the County Attorney pleads guilty or nolo contendere or is found guilty of a felony, she shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication. Upon termination for cause, County Attorney will be entitled to only a lump sum payment at County Attorney's hourly rate of base salary for all paid time off accumulated but unused as of the date of termination.
- C. Should the County Attorney be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Commission shall have the right to terminate this agreement subject to the severance provisions in Section 4A above.
- D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered into by the County Attorney and Commission.

Section 5: Resignation

In the event County Attorney voluntarily resigns her position with the County before expiration of the aforesaid term of her employment, the County Attorney hereby agrees to give the County not less than thirty (30) days notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

Section 6: Compensation

- A. The County shall pay County Attorney an annual base salary of One Hundred Seventy Thousand Dollars (\$170,000); payable in equal installments pursuant to County policy. This salary shall be reviewed annually within 60 days of the anniversary date.

- B. County shall contribute on County Attorney's behalf to a deferred compensation program designated by County Attorney in the maximum amount allowed by law.

Section 7: Retirement

Consistent with County policy, the County shall contribute to a retirement account on the County Attorney's behalf, at the same rate established each year for Senior Service Management Class Employees by the Florida Retirement System for its Investment Plan members.

Section 8: Other Benefits

- A. Except as may be amended by this Agreement, County Attorney shall be entitled to paid time off, holidays and such other benefits as are granted generally to other employees of the County, in accordance with adopted County policy. Effective July 9, 2019, the County Attorney shall receive and have available for use eighty hours of paid time off (PTO).
- B. County Attorney shall be allowed to accrue and accumulate paid time off (PTO) at the rate of 9 hours per pay period, in accordance with County policy.
- C. The County Attorney will be allowed to take time off in accordance with County policy.
- D. The County shall reimburse County Attorney for use of a personal vehicle for official business in the amount of \$500.00 monthly, payable in accordance with County policy, for costs including insurance, operation, maintenance and licenses. The County Attorney will be allowed to utilize County vehicles should travel more than ninety miles be approved in accordance with the County's travel policy.
- E. Upon expiration of this Agreement, termination pursuant to Section 4 above or resignation pursuant to Section 5 above, County Attorney shall be paid a lump sum at County Attorney's hourly rate of base salary for all paid time off hours accumulated but unused as of the date of the Agreement's expiration or termination.
- F. The County, in consultation with the County Attorney, may fix any such other terms and conditions of employment as it may determine from time to time relating to performance of County Attorney, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law.

Section 9: Insurance

The County shall provide term life insurance at no cost to County Attorney in the amount of One Hundred Thousand Dollars (\$100,000), as well as medical and dental insurance (individual and dependent coverage) available to County employees on the same terms as other non-bargaining unit(s) Martin County employees.

Section 10: No Reduction of Benefits

The County Commissioners shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of County Attorney, except to the degree of such a reduction across-the-board for all employees of the Board of County Commissioners.

Section 11: Professional Development

County agrees to budget for and to pay the professional dues, travel and subsistence expenses of the County Attorney associated with the Florida Bar and the Federal Bar, as well as for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on County time to include, but not limited to continuing legal education, attendance at Local Government Section Seminars and functions, and participation in the Florida Association of Counties and the Florida Association of County Attorneys.

The County Attorney agrees to remain in the exclusive employ of the Board of County Commissioners of Martin County. The term "employed" however, shall not be construed to include occasional teaching, writing, speaking or consulting, even if outside compensation is provided for such services, if such activities are approved in advance by the Board of County Commissioners. Additionally, the County agrees to permit County Attorney to provide legal consultation to the Martin County Property Appraiser. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the Board of County Commissioners of Martin County or with the performance of her duties as Martin County Attorney. It is further understood such activities shall occur outside the normal working hours of the County Attorney's Office.

Section 12: Performance Evaluation

The Board of County Commissioners shall review and evaluate the performance of the County Attorney no later than sixty (60) days after the anniversary date of each year. Said review and evaluation shall be in accordance with such specific criteria developed jointly by County and the County Attorney. Said criteria may be added to or deleted from as County may from time to time determine, in consultation with the County Attorney.

County agrees to increase base salary and/or benefits of the County Attorney at time of said review, in such amounts and to such extent as the Board of County Commissioners may determine that it is desirable to do so, in light of performance by Sarah W. Woods. The County Attorney will be entitled to base salary adjustments that are provided to the non-bargaining unit(s) employees in the form of a market adjustment or Consumer Price Index.

Annually, the Board of County Commissioners and the County Attorney shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Martin County Legal Department, and in the attainment of the Board of County Commissioner's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable

within the time limitations as specified, and the annual operation budget and capital budget and appropriations provided.

Section 13: Suspension

The County may suspend the County Attorney with full pay and benefits at any time during the term of this Agreement, but only if three (3) Commissioners and County Attorney agree. In the alternative, the County may suspend the County Attorney after a public hearing if three (3) of the Commissioners vote to suspend the County Attorney for “just cause”, provided, however, that County Attorney shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing, by the Commission members bringing such charges.

Section 14: Indemnification

If allowed by law, the County shall defend, hold harmless and indemnify Sarah W. Woods against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Sarah W. Woods’ duties as County Attorney. The County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall survive and extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Sarah W. Woods, by the County of Martin, as described herein, for any acts undertaken or committed in her capacity as County Attorney, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Sarah W. Woods’ employment with Martin County.

Section 15: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective upon adoption and approval by the Board of County Commissioners of Martin County. Provided however, the employment date for Sarah W. Woods shall not be effective until July 9, 2019.
- C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates set forth below.

COUNTY ATTORNEY

WITNESS

SARAH W. WOODS

Date:_____

WITNESS

COUNTY, BY BOARD OF COUNTY
COMMISSIONERS OF MARTIN
COUNTY, FLORIDA

ATTEST:

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

Date:_____