

CONTRACT FORM

Name: Joel Foreman

Description: Employment Contract
County Attorney

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date: 11-5-14 End Date: —

Auto Review (circle one): Yes No

Review every _____ months.

EMPLOYMENT AGREEMENT

BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA

~and~

JOEL F. FOREMAN, COUNTY ATTORNEY

THIS EMPLOYMENT AGREEMENT (the "Agreement") is executed this 5th day of November 2014, by and between the BOARD OF COUNTY COMMISSIONERS for COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal address at 135 NE Hernando Avenue, Lake City, Florida 32055 ("Employer" or the "County") and JOEL F. FOREMAN, the duly elected County Attorney for Columbia County, Florida, whose term in office shall commence January 6, 2015 and whose principal address is 207 S. Marion Avenue, Lake City, Florida 32025 ("Foreman" or the "Attorney").

WITNESSETH:

WHEREAS, the County and Foreman wish to enter into a contractual agreement specifying the terms and conditions of the employment arrangement between the County and the Attorney as more particularly set forth herein;

WHEREAS, the parties to this Agreement believe such a contractual agreement will be in the best interests of the parties as well as the citizens and residents of Columbia County, Florida;

WHEREAS, Chapter 27476, Laws of Florida (Senate Bill No. 153), effective and filed in the Office of the Secretary of State of Florida, April 28, 1951 (the "Special Act"), provides that the County Attorney of Columbia County, Florida, shall be elected by the qualified electors of Columbia County, Florida, and shall hold office for a term of four (4) years;

WHEREAS, the duties of the Columbia County Attorney are set forth in said Laws of Florida;

WHEREAS, the salary of the County Attorney shall be paid as set by the Special Act and the Board of County Commissioners;

WHEREAS, the State of Florida, Department of Management Services, Division of Retirement, has determined the Office of County Attorney is an elected position having county-wide jurisdiction pursuant to Section 121.052(2)(d), Florida Statutes, which became effective July 1, 1981, and the County Attorney therefore should be enrolled in the elected officers class of the Florida Retirement System ("FRS"); and

WHEREAS, Foreman was duly elected to the Office of County Attorney for Columbia County, Florida, on August 26, 2014 and will take office on January 6, 2015.

NOW, THEREFORE, in consideration of the mutual covenants, promises, rights and responsibilities of the parties hereto, the County and Foreman covenant and agree as follows:

1. RECITALS:

Each of the recitals set forth above are incorporated into this Agreement by reference.

2. TERM:

The initial term of employment under this Agreement shall commence upon execution by the parties hereto (the "date of commencement") and end September 30, 2015, unless automatically extended as herein provided.

3. COMPENSATION:

(a) For any work performed by Foreman for the County from the date of commencement of this Agreement until the date Foreman takes office on January 6, 2015, Foreman shall be compensated for any work performed hereunder at the rate of **\$135.00 per hour**. Foreman shall bill time in one-tenth-of-one-hour increments with a minimum of two-tenths for any single entry.

(b) Beginning January, 2015, and continuing for each month thereafter for so long as this Agreement is in effect, the County shall pay Foreman and Foreman agrees to accept from County compensation of **\$9,900.00 per month** (the "base salary"). Foreman shall devote up to 220 hours per quarter in the performance of his duties as required by his office.

(c) For any hours exceeding 880 hours per year, Foreman shall be compensated at the rate of **\$135.00 per hour** for every additional hour or any part thereof (the "overtime compensation"). The parties acknowledge that the hourly rate Foreman shall charge the County under this agreement is substantially reduced from Foreman's regular hourly rate. For the period beginning January 1, 2015, and ending September 30, 2015, the provisions of this section shall be prorated and shall thereafter be applied on the County's fiscal year.

- (d) Foreman shall furnish detailed billing statements within 30 days of the last business day of each month showing all services rendered for that month, and shall bill time in one-tenth-of-one-hour increments with a minimum of two-tenths for any single entry.
- (e) Within 30 days of the last day of any fiscal quarter, Foreman shall provide a quarterly summary invoice for the entire quarter.
- (f) From time to time Foreman may request additional compensation from the County for special or extraordinary services not customarily within the scope of the County Attorney. Such additional compensation, if requested, shall at all times be subject to separate negotiation between Foreman and the County, to the same requirements for BCC approval as this Agreement, and to the execution of a written addendum to this agreement setting forth the scope of extraordinary services required and the rate to be charged for those services.
- (g) In addition to the compensation described herein, Employer will pay or provide to Foreman the following:
 - a. For all compensation paid to Foreman, Employer shall pay FICA, Medicare and other standard Federal and State employment taxes.
 - b. Employer shall make payments to the Florida Retirement System ("FRS") on the base salary in the elected officers' class beginning with the commencement date of Foreman's employment hereunder. No FRS payment shall be made for any overage compensation paid to Foreman.
 - c. Employer shall provide one unit of group medical insurance benefits for Foreman. Foreman may pay the additional cost for family coverage if family coverage is elected by Foreman. Foreman's costs for family coverage may be deducted by the Employer from Foreman's payroll each month.
 - d. Employer shall provide a mobile telephone for Foreman's work-related use.
 - e. Employer shall provide an email address under the domain columbiacountyfla.com for Foreman's work-related use. Foreman shall

adhere to all County policies related to use of the County's information technology resources.

- f. Employer shall pay for Foreman to attend the Florida Association of County Attorneys annual convention each year, and shall pay all costs of travel, lodging, and per diem as provided in section 3.(b)f.

4. COSTS:

- (a) The parties acknowledge that Foreman is responsible for providing for his own overhead, including rent, staffing, equipment, utilities, and other assorted costs of doing business. To help defray those expenses while Foreman is performing his duties to the County, Foreman shall be reimbursed in whole or in part for expenses incurred.

- (b) Foreman shall be reimbursed for expenses incurred related to provision of services hereunder including but without limitation the following:

- a. Staff expenses at the rate of \$15.00 per hour, billed in one-tenth of one hour increments with a two-tenths minimum for work performed in furtherance of Foreman's duties under this Agreement.
- b. Photocopies at the rate of \$0.10 per page
- c. Records storage expenses for County records only or for a proportionate share of expenses if County records are stored alongside other records;
- d. Membership dues in the Florida Association of Counties, Florida Association of County Attorneys, and for participation by Foreman in educational opportunities specifically related to County government;
- e. Court costs including court reporters' fees, transcription and related fees, experts' fees, appraisal services, surveys, witness fees, costs incurred in the process of investigating claims or preparing for litigation, and all other court costs; and
- f. Per diem, travel, and lodging expenses at rates provided by State Law or County Policy when the Attorney is required to travel outside the County or be out-of-town overnight on County business.

- (c) The parties acknowledge and agree that for purposes of invoicing any costs hereunder, Foreman shall provide an invoice detailing expenses for which he

seeks reimbursement. Further, any third-party expenses shall be supported by a receipt or invoice from the third-party provider. Foreman shall not cause or allow any premium or upcharge to be assessed for incurring third-party expenses.

5. INVOICING OF FEES AND EXPENSES:

Foreman is a "Local Government Attorney" as defined in Florida Statutes section 112.313(16) and is therefore subject to the restrictions and exemptions set forth therein. Foreman gives notice that he is a shareholder in the law firm Foreman, McInnis & Associates, P.A., a Florida Professional Association with its principal office at 207 S. Marion Avenue, Lake City, Florida (the Law Firm"). It is anticipated that all invoices reflecting Foreman's time and for costs reimbursable pursuant to Section 4 shall be issued by the Law Firm for presentment to the Employer for payment. Time records shall be provided through the Law Firm for informational purposes to facilitate fulfillment of the requirements of paragraphs 3(c), (d), and (e). Remittance hereunder to the Law Firm directly shall be for costs only.

6. ATTORNEY'S DUTIES:

Foreman shall serve as the County Attorney for Columbia County and his duties shall include without limitation the following:

- (a) Provide general legal services to Columbia County as to its regular or routine legal services requirements.
- (b) Attend the regular and special meetings of the Board of County Commissioners and represent them in all litigation concerning or in which Columbia County, Florida is interested.
- (c) Prosecute and defend all civil actions brought by or against the Board of County Commissioners or any member of said Board, touching or in anywise appertaining to the Board member's official duties to the County.
- (d) Prepare all deeds, contracts, agreements and such other written instruments as shall be necessary from time to time to transact the business of Columbia County, Florida.
- (e) Give written opinion upon request of the Board of County Commissioners touching the legality of such matters and such things as concern the Board.
- (f) Represent the interest of Columbia County, Florida, in matters touching the validating of bonds, the collection of interest or principal on bonds, and all

litigation regarding any bonds which have been heretofore or may hereafter be owned, issued or acquired by Columbia County, Florida. In this regard, Foreman may work with special bond counsel retained by Columbia County or provided by others.

- (g)** Collect delinquent taxes when instructed to do so and represent Columbia County in all suits brought to set aside or declare illegal any levy or the collection of taxes.
- (h)** Other legal matters as the Board of County Commissioners may from time to time assign to the Attorney which are within the Attorney's knowledge and field of expertise.
- (i)** Nothing herein shall preclude the County from retaining legal services from another provider when Foreman has a conflict of interest, when any legal matter falls outside Foreman's areas of competency, when legal counsel is provided by the County's insurance carrier, or when the Employer determines it would serve the County's best interests to retain separate counsel specializing in a certain area of law.
- (j)** Foreman shall remain in good standing with the Florida Bar, licensed to practice law in the State of Florida.
- (k)** Foreman shall maintain legal malpractice insurance in a sum not less than \$250,000.00 aggregate claims, and shall upon request provide a copy of the policy or certificate thereof to Columbia County.

7. NOT A FULL-TIME EMPLOYEE; CONFLICTS:

- (a)** Foreman shall not be considered a full-time employee of the County. The parties acknowledge that Foreman is also employed by the Law Firm and may provide services to other clientele in that capacity. In no event, however, shall Foreman concurrently represent the County and any other client where a conflict exists between the County and such client.
- (b)** Should a conflict between the County and any of Foreman's current clients arise as to a particular matter (the "conflicted matter") then Foreman shall cease work on the conflicted matter, give written notice to the client, and give written notice to the County manager. Conflict counsel for the County shall be appointed on the conflicted matter as soon as practicable. Foreman shall have no further

involvement with the conflicted matter once it has been reported to the client and County manager. The existence of a conflicted matter shall be evaluated by Foreman in his discretion and through application of the Rules Regulating the Florida Bar.

8. FRINGE BENEFITS:

Foreman shall not be entitled to certain fringe benefits offered to County employees, such as vacation and sick leave, and shall not be subject to the provisions or procedures of the County Personnel Policy except as otherwise set forth herein.

9. NOTICES:

- (a) The County's administrator for this Agreement shall be the County Manager or the County Manager's designee as he may appoint from time to time.
- (b) The Attorney's administrator shall be Foreman.
- (c) All notices required by this Agreement shall be given by mail or hand delivery upon the administrator for the party to be notified.
- (d) Foreman shall provide immediate notice to the administrator by email or telephone regarding significant developments in any matter for which Foreman is engaged and which may result in media inquiries.
- (e) On request of the County, Foreman shall provide periodic updates to the administrator on all matters assigned to Foreman.
- (f) Foreman shall advise the County through its administrator of any issue, claim, complaint, development, or other legal matters requiring the County's attention.

10. PUBLIC RECORDS:

The parties acknowledge that any documents prepared by either party pursuant to this Agreement may be subject to Florida's Public Records Law. Refusal of the Attorney to allow public access to such records as required by law shall constitute grounds for cancelation of this Agreement. No part of this Agreement is intended to or shall be construed to waive any privilege, exemption, or exception to Florida's Public Records Laws.

11. TERMINATION:

This agreement may be terminated by either party for cause at any regular or special Board meeting of the County, provided that all members of the Board of County Commissioners and the Attorney have received written notice of such intention at least five (5) business days prior to such meeting. Such notice shall set forth the reasons why such termination is being sought, and both parties shall have the right to address the reasons for such action. Termination for cause shall not violate the provisions of Chapter 27476, Laws of Florida. Cause for termination shall be presumed in the event Foreman is no longer the duly qualified and elected County Attorney for Columbia County, Florida, as provided by said Laws of Florida. The Attorney shall receive no severance pay in the event of termination for cause as defined herein. The County shall be obligated to pay Foreman accrued earnings and benefits up to the date of termination for cause. For purposes of this paragraph, "cause" is defined as conviction of a felony; an adjudication of Foreman's mental incompetency; or repeated and demonstrable failure on the part of Foreman to perform his material duties as legal services provider to the County together with the failure of Foreman to substantially remedy such failures within thirty (30) days of receiving specific written notice of such failure or failures.

12. MODIFICATION:

This agreement may be modified as to its terms and conditions at any time by mutual agreement of the Employer and the Attorney in which event no notice or severance pay (if applicable) shall be due to the Attorney.

13. RENEWAL:

At the conclusion of the initial term of this Agreement, September 30, 2015, this Agreement shall automatically renew for successive one-year periods according to the County's fiscal calendar year unless Foreman is no longer the duly elected and qualified Columbia County Attorney in accordance with the laws of the State of Florida or unless either party gives the other no less than sixty (60) days' written notice prior to the end of the fiscal year.

14. WAIVER:

- (a) No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- (b) No party to this agreement waives nor should this agreement be construed by any other party to waive the defense of Sovereign Immunity as provided by Florida Law.

15. MERGER:

This document contains the entire agreement between the parties concerning the employment of Foreman by the County and supersedes any prior agreements. The agreement may be modified only in writing upon mutual consent and agreement of both parties.

16. AGREEMENT BINDING:

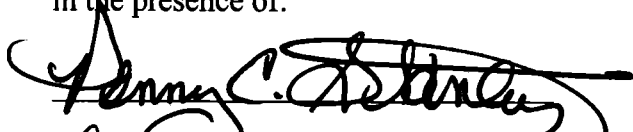
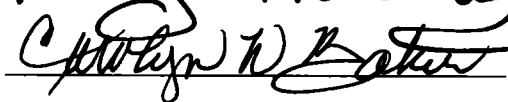
This agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Board of County Commissioners of the County, but neither this agreement nor any rights hereunder shall be assignable by Foreman. The interpretation of this agreement shall be governed by the laws of the State of Florida.

17. LEGAL APPROVAL AND ACCEPTANCE:

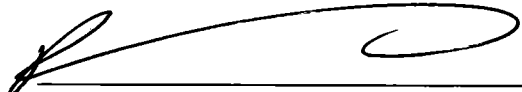
The County's current attorney must approve and sign this Agreement as to form and legality. The Board of County Commissioners for Columbia County, Florida, must vote to approve this Agreement and the Chairperson for the Board must sign this Agreement for it to become effective. The County shall retain custody of the Original of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of November, 2014.

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY FLORIDA

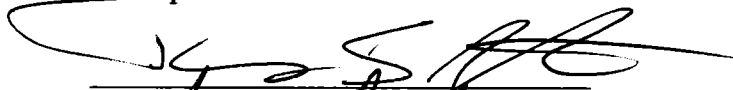
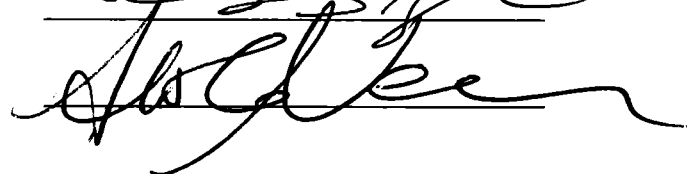

By: Ronald Williams, Chairman BCC

Approved by BCC: 11-5-14
(Date)

Approved as to legal form:


Marlin Feagle, County Attorney

Signed, sealed and delivered
in the presence of:


Joel F. Foreman