

AGREEMENT FOR EMPLOYMENT OF COUNTY ATTORNEY

This Agreement (the "Agreement") is made and entered into by and between Broward County (the "County") and Andrew J. Meyers ("Meyers").

Recitals

- A. The County, consistent with section 2.10 of the Broward County Charter, desires to appoint Meyers as County Attorney;
- B. Meyers desires to accept such appointment and to serve as County Attorney, and represents that he meets the qualifications for such position as established by section 2.10 of the Charter; and
- C. The County and Meyers have determined that it would be beneficial to enter into an agreement setting forth the terms and conditions of his employment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Recitals. The above-stated recitals are true and correct and are incorporated herein by reference.
2. Appointment as County Attorney. The County hereby appoints Meyers as County Attorney, and Meyers hereby accepts such appointment, effective October 1, 2017. While serving as County Attorney, Meyers shall faithfully perform the duties of the County Attorney as referenced in section 2.10 of the Charter.
3. Salary and Salary Adjustments. Meyers shall be paid an initial annual base salary of Two Hundred Eighty-Five Thousand Dollars (\$285,000), payable in bi-weekly installments in accordance with County policy. Except with regard to any such increase applicable to fiscal year 2018, each time the County Commission approves a base salary increase (percentage or fixed amount) for the County's unrepresented employees (as a class), Meyers will receive the same base salary increase or any such greater salary increase approved by the County Commission in its sole discretion.
4. Termination by County. Consistent with section 2.10 of the Charter, the County may, at any time, terminate this Agreement and remove Meyers at will from the position of County Attorney for cause or without cause (subject to any applicable post-termination obligations as stated below, which shall survive such termination).
5. Severance Payment due upon Removal without Cause. If the County removes Meyers from the position of County Attorney other than for cause, including any

misconduct as defined in section 443.036(29), Florida Statutes, the County shall pay Meyers, within thirty (30) days after the effective date of such removal, the amount he would have received in salary and benefits for the twenty (20) week period following the effective date of the removal. For purposes of this paragraph, benefits shall be limited to the deferred compensation payment described in paragraph 8 below and the County's contribution to Meyers's health insurance plan (or the amount payable to Meyers if, at the time of such removal, he has validly waived County health insurance coverage). The County shall not be required to make any severance payment to Meyers if he is removed for cause or upon his resignation or retirement from the position of County Attorney.

6. Termination by Meyers. Meyers may resign as County Attorney and thereby terminate this Agreement at any time by providing email notice of his resignation to the Mayor (with a copy provided to the County Auditor by email) at least ninety (90) days prior to the effective date of such resignation.

7. Leave; Other Benefits and Requirements. All leave for Meyers, including annual and sick leave, shall continue to accrue at the rate it has been accruing immediately prior to the effective date of this Agreement (subject to any changes to the County's leave accrual policies). Except to the extent inconsistent with the terms of this Agreement, all rules, policies, and procedures of the County (including as same may be amended in the future) shall apply to Meyers. This specifically includes rules, policies, and procedures related to leave (including annual leave, sick leave, administrative (job basis) leave, and personal days, as well as accrual of, and payouts regarding, all of such leave); retirement and pension contributions; holidays; other fringe benefits; and working conditions.

8. Deferred Compensation. In addition to the salary referenced in paragraph 3 above, Meyers shall receive during each bi-weekly pay period one twenty-sixth (1/26) of the applicable maximum annual amount of public-employee deferred compensation allowed under law. The County shall pay this amount on Meyers's behalf into the County-approved deferred compensation plan selected by Meyers. The maximum annual amount shall include, if applicable, the "over 50 catch-up" (currently \$6,000) in addition to the regular annual contribution limit (currently \$18,000), but shall not include any other "catch-up" provision.

9. Car Allowance. Meyers will be required to use a car from time to time in performing as County Attorney, and shall receive a car allowance in the gross amount of Six Hundred Dollars (\$600) per month. Additionally, car travel on County business outside of Broward County (but not within the County) shall be reimbursed according to County policy. Meyers agrees to procure and maintain an automobile insurance policy meeting or exceeding the County-required coverage, which currently requires limits of no less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury liability, and One Hundred Thousand Dollars (\$100,000) for property damage (with a copy of each current policy provided to the Risk Management Division).

10. Bar Dues and Other Professional Costs. Meyers's professional association, certification, and Florida Bar dues, and Meyers's costs in connection with meeting any continuing education requirements, shall be payable from funds budgeted for the Office of the County Attorney.

11. County Furlough Policy. Meyers acknowledges that all County employees, including the County Attorney, must comply with any furlough policy applicable to unrepresented employees, and that his salary as stated above will be reduced in connection with any future unpaid furlough days.

12. References to County Policy. Meyers acknowledges that the County reserves the right to amend its policies at any time, and that references in this Agreement to County policy shall mean the policy as same may be amended from time to time.

13. Entire Agreement; Amendment; Construction; Venue. This Agreement constitutes the entire and final agreement and understanding of the parties in connection with Meyers's appointment as County Attorney, and supersedes any and all prior or contemporaneous promises, agreements, understandings, and representations in connection with such appointment. No amendment to this Agreement shall be effective unless it is in writing, signed by Meyers, and signed by an authorized representative of the County after being approved by the County Commission. Because both parties contributed equally to the drafting of this Agreement, the Agreement shall not be construed more strictly against either party. The parties agree that exclusive venue for any litigation resulting from, arising under, or related to this Agreement shall be in the 17th Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida.

14. Legal Review. Meyers acknowledges that he has had ample opportunity to consult with independent legal counsel of his choosing in connection with the negotiation and drafting of this Agreement, and that he has obtained the legal guidance he determined to be necessary and appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement for Employment of County Attorney on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2017.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  8/9/17

Joni Armstrong Coffey (Date)
County Attorney

ANDREW MEYERS

Witness:


Print Name: Melissa McGhie

By:  8/8/17

Andrew J. Meyers (Date)

Witness:


Print Name: GILLIAN FAIRCLOUGH