

EMPLOYMENT AGREEMENT
COUNTY ATTORNEY

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into between **Levy County, a political subdivision of the State of Florida**, (the “Employer” or “County”) and **W.O. “Brett” Beauchamp, III** (the “Employee”).

WHEREAS, after review and discussion, the Employer agrees to hire, and the Employee agrees to accept employment as the County Attorney, subject to the terms and conditions of employment outlined in this Agreement.

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

SECTION 1. EMPLOYMENT; RESIDENCY; DUTIES; SCHEDULE.

- A.** The County hereby employs Employee to serve as County Attorney and Employee hereby accepts such employment, subject to the terms and conditions outlined in this Agreement. Employee shall devote his full time to the duties specified herein and shall not be employed elsewhere on a full or part-time basis. Nothing herein limits Employee’s right to make passive investments, to participate in charitable service and organizations, other community activities, and trade and professional organizations, or to undertake other business activities which, in the sole judgment of the BoCC, do not interfere with the performance of the duties hereunder.
- B.** To facilitate the transition, Employer will allow Employee to continue to represent the Levy County Sheriff’s Office in litigation limited to Animals Found in Distress and Risk Protection Orders for a period of 90 days after the Employment Start Date so long as there is no conflict of interest between the BOCC and the Levy County Sheriff’s Office in said litigation.
- C.** During the term of this Agreement, the Employee shall maintain permanent residence within Levy County.
- D.** The Employee shall satisfactorily perform, with the highest level of professionalism and dedication, all duties outlined in the County Attorney Job Description (that are not in conflict with this Agreement), this Agreement, and accepted legal ethics.
- E.** The parties acknowledge Employee will be responsible for the day-to-day in-house legal advice and representation of the BOCC and the departments and agencies of Levy County government. Employee will not be solely responsible for representation in litigation matters or land use matters. Employee will work with outside counsel to provide all necessary assistance in these matters and any other matters assigned to contract law firms.

- F. Employee shall comply with all adopted County Policies, County Resolutions, County Ordinances, and all state and federal laws, rules, and regulations applicable to the County and its operations. Further, Employee shall not engage in any conduct that could reflect unfavorably upon the County, or violate the ethics rules, regulations, and laws of the State of Florida.
- G. The Employee shall advise the BoCC of any demands for arbitration, administrative charges or litigation and keep the BoCC updated as to the status of same. The BoCC shall retain the exclusive right to determine whether to settle (including the terms of any settlement) or contest all claims, or threatened claims involving the County, and employees acting within the scope of their authority as County employees.
- H. Employee understands that fulfilling the duties of County Attorney requires being available and responsive to the BoCC and County employees outside of normal 8-5 office hours. As such, Employee is responsible for establishing an appropriate work schedule. Employee further understands the need to be available by telephone or in person, except during periods of sick leave or vacation.

SECTION 2. TERM: TERMINATION. This Agreement shall become effective upon the signature of both parties (the “Effective Date”); however, this offer of employment is subject to a satisfactory background check and screening by the County. Thereafter, Employee shall report to work on _____, 2026 (the “Employment Start Date”) and employment shall continue thereafter until one of the following occurs:

- A. Resignation by Employee: Employee may resign employment and terminate this Agreement, upon providing 60 calendar days advance written notice to the BoCC. In the event of resignation, Employee will not receive severance pay. In the event Employee resigns without providing 60 calendar days advance written notice, the parties recognize and agree that this would create a state of costly organizational instability while the County seeks to recruit and hire a qualified replacement, and agree that the damages caused by such resignation are difficult, if not impossible, to ascertain. Accordingly, instead of actual damages, the parties agree the Employee will forfeit all accumulated vacation and any other benefits they would otherwise be entitled to under County Personnel Policies as a resigning employee.
- B. Termination due to inability to perform job functions. If Employee is unable to perform their duties for any reason, including but not limited to sickness, accident, injury, disability or mental incapacity, with reasonable accommodations, for a period of four successive weeks beyond any accrued sick leave and/or FMLA leave, the County may terminate Employee’s employment. In such event, Employee will not receive severance pay.

- C. Termination without cause by the County:** The Board may remove Attorney at any time by affirmative vote of four (4) members of the Board; or affirmative votes of three (3) members of the Board in two (2) official meetings of the Board. The second meeting shall be the third subsequent meeting following the first meeting.
- D. Severance:** If Employee is removed by County during the first two years of the term of this Employment Agreement, Employee shall receive, as severance benefits, a lump-sum cash payment in an amount equal to twenty (20) weeks of Employee's annual base salary as allowed by Florida Statute 215.425. Employee will also receive a lump-sum cash payment in the amount of all accumulated leave time, and any other benefits afforded to other employees of County. Employee will be required to execute the release as provided in the following paragraph.
- E.** If the County and the Employee terminate this Agreement, Employee must execute a general and full release releasing the County, its officials, officers, employees, attorneys, and agents from all obligations, claims or liabilities arising out of Attorney's employment with the County, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the Employee refuses to execute said release, the County may seek specific performance of this Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the County from its obligations to indemnify the Employee under the Indemnification & Bonding section of this Agreement.
- F. Termination for cause by the County.** This Agreement may be terminated at any time by the BoCC upon finding that the Employee violated this Agreement or engaged in any one or more of the following, or violated any other State or Federal law. In such an event, Employee will not receive severance pay.
1. Ethics violations, unethical conduct, or dishonesty with respect to the business and operation of the County.
 2. Violation of the County drug policy.
 3. Refusal to cooperate in a legal investigation or proceeding involving any aspect of the business or operation of the County.
 4. Conviction or pleading guilty or nolo contendere to a felony.
 5. Causing the County to be found in violation of law through gross neglect or willful or intentional conduct by Employee.

6. Engaging in Misconduct as defined in Section 443.036(29), Florida Statutes.
7. Failure of Employee to meet minimum required written performance expectations.

SECTION 3. SALARY AND BENEFITS.

- A.** For services rendered pursuant this Agreement, the Employer will pay Employee an annual base salary of one hundred ninety-five thousand dollars (\$195,000.00), payable in bi-weekly installments, subject to all statutory deductions and other deductions authorized by Employee.
- B.** To the extent the Employer approves a general (cost of living) salary increase in any given budget year (commencing with the FY26/27 budget year), the Employee's base annual salary will increase at the same time and at the same percentage rate as other county employees in the same pay class and service length.
- C.** Employee will be issued a County cell phone to be used for County business. Employee's use of the County phone shall be in accordance with County policies and procedures applicable to employees' use of County phones and/or equipment.
- D.** Upon employment, Employee will be granted upfront 4 weeks (160 hours) of paid vacation leave, and thereafter will accrue vacation leave at the same rate as other County employees. Employee will also be granted upfront 1 week (40 hours) of sick leave and thereafter will accrue sick leave at the same rate as other County employees..
- E.** Employee will receive/may participate in all other benefits, such as paid holidays, health and other insurance, and the Florida Retirement System, to the same extent and under the same conditions as other full-time regular County employees. Employer agrees to place Employee in the Senior Management category of the Florida Retirement System (2% per year.)
- F.** The County will pay for the Employee's Florida Bar membership dues and for a legal research subscription. The County may also pay for conference/seminar/training registration fees, travel, and meals and other approved expenses.
- G.** Employee may be reimbursed for other expenses in accordance with County policies and procedures applicable to all employees.

SECTION 4. PERFORMANCE EVALUATION, SUPERVISION AND EVALUATION.

- A.** The Employee's work performance shall be evaluated as other County employees in his same pay class and service length. Review shall be in accordance with printed and established goals and objectives, which may be updated from time to time as the BoCC determines in the best interest of the County. Based upon such annual evaluation, the Employee's base salary may be adjusted by the BoCC. Nothing herein limits the ability of the BoCC to evaluate the Employee at such other times as the BoCC deems necessary and appropriate.
- B.** The Employer may fix any such other terms and conditions of employment, as it may determine 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 or any law.
- C.** The primary contact for the Employee for necessary coordination of the activities of the County Attorney Office, leave requests and general supervision shall be the County Manager, or in the absence of the Manager, the Chairman of the BOCC. This may be changed at any time at the discretion of the BoCC.

SECTION 5. INDEMNIFICATION AND BONDING.

- A.** The County shall furnish and provide the Employee with comprehensive professional liability and errors and omissions coverage applicable to all acts or omissions of the Employee arising out of his employment. The Employer will defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties, excluding illegal or criminal acts.
- B.** County shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal or administrative action, whether meritless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of Employee's duties as County Attorney, unless it is determined that the Employee acted outside the course and scope of their employment or 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 shall pay reasonable expenses for the travel, lodging and meals, should the Employee be subject to such claim, demand, or action, after the Employee is no longer in the employment of the County. The County shall be responsible and have the sole authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement, or judgment rendered thereon. The Employee

shall cooperate fully with the County in the settlement, compromise, or trial of any such claim. The provisions of any County policy or ordinance regarding the indemnification of County officials or employees shall apply to the indemnification of the Employee to the extent the policy or ordinance does not conflict with this Agreement.

SECTION 6. LIMITATIONS ON EACH PARTY.

- A. Individual members of the BoCC and other County employees shall not seek legal advice or services for themselves individually from the Employee.
- B. The Employee, as County Attorney, is granted only those powers and duties which are administrative or ministerial in nature and is not delegated any governmental power imbued in the BoCC as the governing body of Levy County pursuant to Section 1(e), Article VIII of the Constitution of the State of Florida.

SECTION 7. MISCELLANEOUS

- A. The County Personnel Policies and procedures, as they now exist or as later modified, shall apply to the Employee except when inconsistent with this Agreement.
- B. This Agreement shall be interpreted, construed and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, venue shall be in Levy County and the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.
- C. The parties agree this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third party. The Employee's rights and obligations under this Agreement are personal and are not assignable.
- D. This Agreement constitutes the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This Agreement supersedes any prior agreement, written or oral, between the parties. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 8. NOTICE AND CONSENT

Any written consent or notice given pursuant to this Agreement shall be delivered as follows:

- A. As to the County, when delivered in person to the Human Resources Department located at 310 School Street, Bronson, FL 32621, during the regular business hours of the County, or by Certified or Registered mail, return receipt requested, to the Human Resources Department at P.O. Box 310, Bronson, Florida 32621.
- B. As to Employee, when delivered in person to or sent by Certified or Registered mail, return receipt requested, to the current address on file in the County's personnel records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

Chair

Date: _____

Approved as to form and legal sufficiency

EMPLOYEE

W.O. Beauchamp, III

Date: _____