



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592



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JAYER WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W. D. "DON" SALTER, District 3  
ROB WILLIAMSON, District 4  
R. LANE LYNCHARD, District

TONY GOMILLION, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Tony Gomillion, County Administrator

**DATE:** January 11, 2014

**SUBJECT:** Public Information Officer- Brandi Whitehurst

### DISCUSSION

Discussion of approval of the employment agreement with Brandi Whitehurst to fill the vacant position of Public Information Officer.

### BACKGROUND

Mrs. Whitehurst has a very impressive and accomplished career in public relations, marketing and governmental PIO positions. She comes to us from her most recent position with the West Florida Regional Planning Council. A staff committee of 6 conducted the interviews with a shortlist of five (5) strong candidates and Mrs. Whitehurst was our unanimous choice.

**PUBLIC INFORMATION OFFICER  
EMPLOYMENT AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**THIS AGREEMENT**, made and entered into by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "COUNTY", and BRANDI T. WHITEHURST, hereinafter called "PIO",

**WITNESSETH:**

**WHEREAS**, COUNTY desires to employ the services of PIO as Public Information Officer of Santa Rosa County, Florida, and

**WHEREAS**, it is the desire of COUNTY to provide certain benefits, establish certain conditions of employment, and to set working conditions of said COUNTY as an inducement and consideration for PIO entering this contract, and

**WHEREAS**, it is the desire of PIO to accept employment as Public Information Officer of said County.

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

1. **DUTIES.** COUNTY hereby confirms its appointment of PIO and PIO hereby confirms her acceptance of such appointment, to be Public Information Officer of Santa Rosa County. PIO duties shall include such other duties as directed by the County Administrator.

2. **PERFORMANCE OF DUTIES.** All acts performed by the PIO explicitly or impliedly on behalf of COUNTY shall be deemed authorized by the COUNTY as its agent; except that any act which constitutes willful misconduct or which may be unlawful, contrary to any directive, written or oral, of the Board of County Commissioners or contrary to any policy of

the Board of County Commissioners, shall be deemed to be the individual act of the PIO and without authority of the COUNTY.

3. **OFFICE SPACE AND SECRETARIAL STAFF.** COUNTY shall furnish PIO adequate office space, office supplies, office equipment and secretarial assistance.

4. **FULL-TIME OCCUPATION.** The parties expect that PUBLIC INFORMATION OFFICER will devote substantially her full working time to the performance of the duties required hereunder. To this end, PIO shall not engage in any gainful employment or consequential income producing activities which will in any way conflict with, or impair her ability to satisfactorily discharge and perform all responsibilities and duties required hereunder.

Nothing herein shall prohibit PIO from taking reasonable periods of leave commensurate with reasonable personal, sickness and vacation leave; provided, however, that PIO shall remain responsible for proper discharge of her duties through the County's employees under her supervision.

PIO shall be permitted to engage in outside consulting work, provided she gives notice of intent to do so to the County Administrator and she uses her annual or other accrued leave for this purpose.

5. **DUTIES PERSONAL AND NOT ASSIGNABLE.** The duties required to be performed hereunder by PIO and all rights and obligations under this Agreement in favor of PIO are personal and shall not be assignable.

6. **TERMINATION.** This agreement may be terminated by either party without cause upon giving ninety (90) days written notice. The COUNTY may terminate PIO with less than ninety (90) days notice if COUNTY pays a lump sum cash amount equal to PIO's salary for the period of time that notice of termination is less than ninety (90) days.

The lump sum cash payment provided for in this section shall be PIO's exclusive remedy for any breach of this contract by COUNTY. PIO hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by COUNTY, and PIO acknowledges she shall not be entitled to any other lump sum payments other than her accrued leave.

In the event PIO voluntarily terminates this Agreement with COUNTY, then PIO shall give COUNTY ninety (90) days advance written notice, unless mutually agreed otherwise. In the event of such voluntary termination, PIO shall be entitled to be paid in full for accumulated annual leave.

7. **COMPENSATION.** COUNTY agrees to compensate PIO for her services rendered pursuant hereto at the rate of \$61,600.00 per annum, payable biweekly in accordance with pay periods for County employees. PIO's base compensation may be adjusted annually up to the same percentages of step and cost-of-living increases as the Board of County Commissioners may approve for County employees in accordance with her performance evaluations. Said adjustments to PIO's compensation shall be deemed approved each year and will not require independent Board action.

In addition, COUNTY shall pay Employer's F.I.C.A. and contributions to the Florida State Retirement System, and shall withhold required federal income taxes. PIO shall further receive all rights, fringe benefits, privileges and coverage otherwise afforded to classified County employees. PIO shall accrue annual and sick leave at the same rate as other classified County employees. At the termination of this Agreement, PIO shall be paid for unused leave in the same manner as classified employees.

8. **INSURANCE.** PIO shall be included in COUNTY's group insurance benefit

programs, including full right to participation therein both as to herself and her dependents. COUNTY shall pay, on behalf of PIO the same portion of group insurance benefits as paid for County employees.

9. **DUES AND SUBSCRIPTIONS.** COUNTY agrees to budget and to pay the dues and subscriptions of PIO necessary for full participation in national, regional, state, and local association and organizations necessary and desirable for the good of the COUNTY.

10. **PROFESSIONAL DEVELOPMENT.** COUNTY hereby agrees to budget and to pay the travel and subsistence of PIO for professional and official travel in such amounts as are authorized by law.

11. **FILES AND RECORDS.** All files and records concerning COUNTY business in the office of PIO or in her possession shall belong to and remain the property of COUNTY. However, PIO shall have the right during the term of this Agreement and thereafter to examine and copy all records prepared by him.

12. **TERM.** This Agreement shall take effect on January 18, 2016, and shall continue thereafter until terminated. This Agreement may be terminated at any time by either party, subject to the provision of Paragraph 6.

The Agreement may also be modified or amended as may be mutually agreed upon by the parties. Modifications or amendments to this Agreement shall be in writing and executed by the parties.

13. **INDEMNIFICATION.** The COUNTY shall defend, save harmless and indemnify the PIO against any actions, in tort or if she is named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious intent purpose or in a manner

exhibiting wanton and willful disregard of human rights, safety, or property. The COUNTY shall not be liable in tort for the acts or omissions of the PIO committed while acting outside the course and scope of her 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.

**14. GENERAL PROVISIONS.**

A. This Agreement shall be interpreted, construed and governed according to the Laws of the State of Florida.

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

C. If any provision, or 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of January, 2016.

**BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY FLORIDA**

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LANE LYNCHARD, CHAIRMAN

**ATTEST**

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DONALD C. SPENCER, CLERK

**PUBLIC INFORMATION OFFICER**

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BRANDI T. WHITEHURST