

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	November 13, 2025	☐ Consent	☒ Regular
Department		☐ Public Hearing	☐ Ordinance
Submitted By:	County Attorney Office		
Submitted For:	County Attorney Office		

I. EXECUTIVE BRIEF

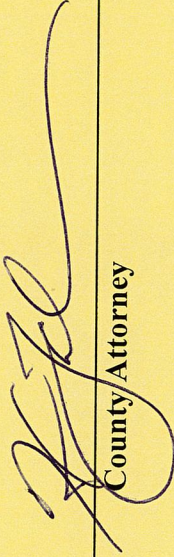
Motion and Title: Staff recommends motion to: Approve an Employment Agreement for legal services (Contract) with David R. F. Ottey, Esquire (Ottey) for the position of County Attorney for a term of five (5) years effective December 19, 2025.

Summary: On October 28, 2025 the Palm Beach County Board of County Commissioners (Board) selected Ottey as the County Attorney, commencing on December 19, 2025 (the effective date of the resignation of the current County Attorney). The Contract is effective December 19, 2025 for a period of five (5) years at an annual salary of \$330,000. Countywide (HJF)

Background and Policy Issues: The current County Attorney, Denise Coffman, is retiring effective December 19, 2025, and the Board selected Ottey as County Attorney Designate on October 28, 2025. The Contract provides for performance of the duties and responsibilities of the County Attorney in accordance with the Palm Beach County Charter, Florida Statutes, Laws, Ordinances, Rules relating to the Florida Bar and applicable Administrative Codes. The Contract includes professional training and dues, termination, severance pay, car allowance, deferred compensation contribution, and other terms and conditions typical of Board contract employees.

Attachments:

1. Employment Contract
2. Salary Survey

Recommended by:		11/6/25
	County Attorney	Date

Approved by:	N/A	Date
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included In Current Budget? Yes No
Does this item include the use of federal funds? Yes No
Does this item include the use of state funds? Yes No

Budget Account No.: Fund Department Unit

Object Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

* Fiscal impact is indeterminable at this time.

OFMB Contract Dev. and Control
11/7/25 11/7/25

B. Legal Sufficiency:

11/6/25
Assistant County Attorney

C. Other Department Review:

Department Director

(This Summary Is Not To Be Used As A Basis For Payment.)
MENT.

EMPLOYMENT AGREEMENT – COUNTY ATTORNEY

This Agreement is made and entered into this 13th day of November, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter “Board”) whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401, and David R.F. Ottey (hereinafter also referred to as “Ottey”) an individual residing in Palm Beach County, Florida.

WITNESSETH

WHEREAS, on October 28, 2025, the Board selected Ottey for the position of County Attorney, subsequent to a selection process; and

WHEREAS, Ottey has accepted the position of County Attorney, commencing on December 19, 2025, subject to the terms and conditions set forth herein below; and

WHEREAS, the Board finds this Agreement to be in the best interest of the County and public.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. TERM OF AGREEMENT

1.1 The Board shall employ David R.F. Ottey as the Palm Beach County Attorney pursuant to Section 4.3 of the Palm Beach County Charter, for five (5) years commencing on December 19, 2025, and ending on December 18, 2030, subject to the renewal provisions set forth in Section 5 of this Agreement.

1.2 Ottey shall serve at the pleasure of the Board and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Ottey, subject to the provisions set forth in Section 6 of this Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1 Ottey shall be responsible only to the Board and shall perform the duties of the County Attorney as set out in the County Charter, Florida Statutes, Laws, Ordinances, Rules relating to the Florida Bar and applicable Administrative Codes. Ottey shall remain in the exclusive employment of the Board until expiration or termination of this Agreement and shall not accept or become employed by any other employer until said expiration or termination. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed during Ottey’s time off, not in excess of ten (10) hours per week, in a non-conflicting capacity in accordance with the provisions of Florida Statutes, Section 112.311 et. seq., Code of Ethics for Public Officers and Employees, the Palm Beach County Code of Ethics and other applicable provisions of law. At all times, and under all circumstances, County business shall take precedence and priority over and above other demands or commitments of Ottey. During the term of this Agreement, and in any extensions thereof, Ottey shall not participate in any political campaign or hold office in any political party or organization. Ottey agrees to perform such other legally permissible and proper duties as the Board may direct.

3. SALARY AND BENEFITS

3.1 The Board shall pay Ottey an initial salary of \$330,000.00 annually, and a continuing annual contribution into the NACo Deferred Compensation Program in the maximum amount allowed by law, and more specifically, the Internal Revenue Service Regulation, inclusive of any catch-up provisions, to be paid in twenty-six (26) equal payments simultaneously with the County’s

bi-weekly pay periods. Ottey will receive salary increases at the same percentage as other County employees.

3.2 The Board shall pay Ottey an additional contribution to his base salary in lieu of car allowance in the amount of \$550 per month.

3.3 The Board shall provide Ottey with all the benefits accruing to County employees under the County's Merit Rules and Regulations for administrative positions, except to the extent modified by this Agreement.

4. PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES

4.1 In support of the County's interests, Ottey shall attend and participate in appropriate professional meetings, conferences and seminars at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the County in accordance with County's policies and state law, including membership fees and dues of such organizations as Ottey deems necessary and appropriate in the performance of his duties, and to maintain or improve his professional knowledge and skills. Ottey may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of his duties as County Attorney. The County shall budget and pay for all County employment related dues including all bar dues and subscription for the County Attorney and Assistant County Attorneys as are beneficial to their continued development and desirable for their continued professional participation, growth and advancement. The County shall budget and pay the travel, fees, and subsistence expenses of the County Attorney for attendance at national, state and local bar and professional meetings, educational seminars and similar professional development related activities in accordance with the reimbursement provisions of County rules and state statutes.

The County shall also budget and pay for the travel, fees and subsistence expenses of Assistant

County Attorneys and other staff at state and local bar professional meetings, educational seminars and similar professional development related activities as are approved by the County Attorney and in accordance with the reimbursement provisions of County policies and state statutes.

5. RENEWAL

5.1 This Agreement may be renewed by the parties for a mutually agreed upon term. Should Ottey desire to renew this Agreement, he shall place the renewal of this Agreement on the agenda of a regularly scheduled Board meeting not less than ninety (90) days prior to the expiration of this Agreement. The Board shall have full discretion to determine whether to extend the term of this Agreement and shall make such determination not less than ninety (90) days prior to expiration of this Agreement. In the event Ottey does not seek to extend this Agreement, or the Board elects not to extend this Agreement, this Agreement shall expire at the end of its term.

6. TERMINATION AND SEVERANCE PAY

6.1 In the event the Board terminates Ottey for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, Ottey shall receive no severance payment from the Board.

6.2 In the event that the Board terminates Ottey without cause during the term of the Agreement, the Board shall provide as severance payments to Ottey, all salary and benefits provided for herein through the remaining term of this Agreement, provided however, that Ottey shall in no event receive more than the equivalent of twenty (20) weeks of compensation, calculated from the date of Ottey's termination, pursuant to Florida Law.

6.3 Notwithstanding anything to the contrary herein, if the Board offers Ottey a bona fide alternative employment position in lieu of termination from County employment, Ottey shall have

the option, in his sole discretion, to accept such employment, in which case the severance payment requirements as described herein shall be waived.

6.4 Should Ottey desire to voluntarily resign his position before the expiration of the term of this Agreement, Ottey shall provide the Board with ninety (90) days written notice of such resignation. Upon receipt of such notice, the Board may, at its option, require Ottey to terminate his position at an earlier date than set forth in his resignation notice, but Ottey shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

7.1 All regulations and rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits, and working conditions as they may now exist, or hereafter be amended, except to the extent specifically set forth in this Agreement, shall apply to Ottey as they apply to other employees of the County.

8. ANNUAL APPRAISAL

8.1 The Board will conduct an annual appraisal of Ottey in such form as the Board deems appropriate using goals and objectives established by the Board and consistent with Ottey's duties and responsibilities as set forth in Section 2 of this Agreement. Ottey shall initiate the evaluation process on the approved goals and objectives for the applicable rating period, by submitting to the Board a self-appraisal of his performance for the rating period, at least sixty (60) days before the annual appraisal date as determined by the Board. The appraisal shall address performance related to each of the goals and objectives for said period's performance. The Board's failure to conduct the scheduled evaluation shall not constitute non-compliance with a material provision of this Agreement.

9. GENERAL PROVISIONS

9.1 This document shall constitute the entire Agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. All the provisions contained in this Agreement are subject to applicable provisions of Florida laws, charter provisions, and local ordinances. Such laws shall take such precedence over any part or portion of provisions as contained herein. Nothing within this Agreement can be modified, amended, or revoked except by and with the express written consent of both Board and Ottey.

9.2. The invalidity of any article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

9.3. This Agreement shall be governed by the law of the State of Florida; venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Palm Beach County.

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IN WITNESS WHEREOF the parties hereto have set their hands and seal on the day set forth above.

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

WITNESS FOR
COUNTY ATTORNEY

COUNTY ATTORNEY

David R. F. Ottey

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Howard J. Falcon, III
Chief Assistant County Attorney

Organization	Title	Actual Annual Salary	Pay Range (Min- Max)	Minimum Entrance Requirements	Necessary Special Requirement	Vacation Accrual	Sick Leave Accrual	Payout for Vacation Accrual	Payout for Sick Accrual	Executive Benefits
Palm Beach County	County Attorney	317,640.96	No range for this position. This is a salary defined by Contract	Graduation from an accredited law school; 5 years professional legal experience	Admission to State Bar of Florida	Accruals per bi-weekly pay period: 1st year 4.00 hours 2 to 5 years 4.62 6 years 4.93 7 years 5.24 8 years 5.54 9 years 5.85 10 years 6.16	Accruals per bi-weekly pay period: 4.00 hours Sick Leave with pay shall be accrued at a rate of one (1) working day for each month of service, twelve (12) days a year. There will be no maximum on the amount of sick leave an employee may accumulate.	100% of annual leave up to 560.16 hours	For payout purposes, employees hired prior to 10/1/94 will be paid 25% after five (5) years and 50% after ten (10) years, not to exceed 500 hours. (For example, to be paid for 500 hours of sick leave, an employee would have accrued a sick leave balance of 1,000 hours and resign or retire in good standing after ten (10) years).	Contract employees have additional benefits negotiated in their contracts.
Broward County	County Attorney	\$426,492.00	No range for this position. This is a Salary defined by Contract position.	To be determined by Board of County Commissioners	Admission to State Bar of Florida	Accruals per bi-weekly pay period : Less than 5 years 3.08 5 to 10 years 4.62 10 years plus 6.15	Accrues at 3.692 hours per bi-weekly pay period from the first day of employment	100% of annual leave	50% of accumulated unused sick leave up to a maximum of 960 hours only if the employee is considered a retiree as per the FRS; non-retirees 25% of balance payout.	Executive Management receives 1/26 th of annual 457 limit with regular catchup (not 3 year) per pay period deposited in 401a, is not required to contribute to 457 plan; Accrues 3 weeks of vacation at hire; Car allowance \$735 per calendar month; Senior Management receives eligible for Deferred Comp match of 4% if EE contributes 4% to 457. County match goes into 401a plan; Car Allowance of \$450 per month; Accrues 3 weeks of vacation 1st year.
Miami-Dade County	County Attorney	\$405,012.00	No range for this position. This is a Salary defined by Contract position.	To be determined by Board of County Commissioners	Admission to State Bar of Florida	80 hours a year bi-weekly accrual: Pay period 1 through 12 - 3 hours Pay period 13 - 4 hours Pay period 14 through 25 - 3 hours Pay period 26 - 4 hours Employees are also granted additional leave hours on their anniversary date: 5 years or less 0 6 years 8 7 years 16 8 years 24 9 years 32 10 through 15 40 16 years 48 17 years 56 18 years 64 19 years 72 20 years and after 80	96 hours a year bi-weekly accrual: Pay period 1 - 4 hours Pay period 2 - 3 hours Pay periods 3 through 4 - 4 hours Pay period 5 - 3 hours Pay periods 6 through 8 - 4 hours Pay period 9 - 3 hours Pay periods 10 through 11 - 4 hours Pay period 12 - 3 Pay periods 13 through 14 - 4 hours Pay period 15 - 3 hours Pay periods 16 through 17 - 4 hours Pay period 18 - 3 hours Pay periods 19 through 21 - 4 hours Pay period 22 - 3 Pay periods 23 through 24 - 4 hours Pay period 25 - 3 hours Pay period 26 - 4 hours	100% of annual leave up to 750 hours.	Percentage based on years of service up to a 1,000 hours: Less than 13 years No payment 13 years but less than 14 years 25% payment 14 years but less than 15 years 30% payment 15 years but less than 16 years 35% payment 16 years but less than 17 years 40% payment 17 years but less than 18 years 45% payment 18 years but less than 19 years 50% payment 19 years but less than 20 years 55% payment 20 years but less than 21 years 60% payment 21 years but less than 22 years 65% payment 22 years but less than 23 years 70% payment 23 years but less than 24 years 75% payment 24 years but less than 25 years 77.5% payment 25 years but less than 26 years 80%	Provided their Executive Benefits Guide. Please see attached PDF.

Orange County	County Attorney	\$331,323.20		Requires Juris Doctorate degree.	Must possess a valid license to practice law in the State of Florida.				13 years but less than 14 years 25% payment 14 years but less than 15 years 30% payment 15 years but less than 16 years 35% payment	
Pinellas County	County Attorney	\$280,176.00	No range for this position. This is a Salary defined by Contract position.	Graduation from an accredited law school with a Juris Doctor Degree and admission to the Florida Bar plus ten (10) years professional experience as an attorney with advanced and extensive experience as a practicing attorney with a minimum five (5) years of directly related legal experience administering to public sector and governmental law to include expertise in local governmental law combined with two (2) years supervising or managing other attorneys; or an equivalent combination of education, training, and/or experience.	https://pinellas.gov/class-specification/county-attorney/	Accruals per bi-weekly pay period: 1-2 year hours 5.54 3 to 4 years 6.15 5 to 9 years 7.08 10 to 14 years 8 15 to 19 years 8.92 20+ years 9.85	Pinellas County doesn't offer a sick leave accrual. Vacation and sick will be used with an employees accrued annual leave.	You may exchange up to 160 hours of annual leave time, depending on the hours available in your leave bank. To Exchange Less Than 80 Hours, you must have had at least 40 hours of annual leave in your leave bank on the first pay date in October. To Exchange 80 – 160 Hours, you must have had at least 80 hours of annual leave on the first pay date in October.		Our executive level positions receive the same benefits as our classified and exempt employees. Certain stipends could be added to their contracts.
Hillsborough County										
Duval County	General Counsel	\$279,773.71	\$225,281.40 - \$367,806.39	Shall be an attorney licensed to practice law in the State of Florida and have at least five (5) years' experience in the practice of law.		Annual Accrual Hours 0-4 years = 160 5-9 years = 184 10-14 years = 208 15-19 years = 232 20-24 years = 256 25 or more years = 280	One leave bank for sick and vacation time.	Employed 5 or less years - paid out at 75% Over 5 years = 100%		
Lee County	County Attorney	\$341,403.00	No range for this position. This is a Salary defined by Contract position.	Requires Juris Doctorate degree.	Must possess a valid license to practice law in the State of Florida.	same as all employees	4 hrs every 2 weeks			\$560.91 bi-weekly to 457(b) deferred Compensation Plan
Polk County										
Brevard County	County Attorney	\$276,180.06	This is an ungraded position, so there is no salary range. Salary approved through Employment Agreement approved by Brevard County Board of County Commissioners.	See attached Class Description	See attached Class Description	Accruals per bi-weekly pay period: 1-5 years 4.00 hours 6 to 10 years 5.00 hours 11 to 15 years 6.00 hours 16 to 19 years 7.00 hours 20 years and over 8.00 hours	Accruals per bi-weekly pay period: 1-10 years 4.00 hours 11 years and over 5.00 hours	This is included in the employment agreement, but current agreement states all Annual Leave will be paid out.	This is included in the employment agreement, but current agreement states 50% of Sick Leave will be paid out.	This position receives the same benefits as are our classified and exempt employees. Certain stipends could be added to their employment Agreements as well as severance language.