

**WAKULLA COUNTY
TOURIST DEVELOPMENT COUNCIL
DIRECTOR
AMENDED EMPLOYMENT AGREEMENT**

This Agreement, amended and entered into this ____ day of _____, 2010 by and between Wakulla County, Florida, a Charter County (hereinafter, "WAKULLA COUNTY") and Pam Portwood (hereinafter, "TOURIST DEVELOPMENT DIRECTOR") both of whom understand as follows:

WITNESSETH:

WHEREAS, WAKULLA COUNTY desires to enter into a contract with a TOURIST DEVELOPMENT DIRECTOR for WAKULLA COUNTY at the pleasure of the Wakulla County Commission, (hereinafter "Commission"); and

WHEREAS, WAKULLA COUNTY desires to retain the services of PAM PORTWOOD as the TOURIST DEVELOPMENT DIRECTOR of WAKULLA COUNTY; and

WHEREAS, it is the desire of the Commission to establish certain conditions, and set the framework and relationship between WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR as set out in Exhibit "A"; and

WHEREAS, it is the desire of the Commission to retain the services of PAM PORTWOOD as TOURIST DEVELOPMENT DIRECTOR, and to provide just means for terminating the TOURIST DEVELOPMENT DIRECTOR'S services; and

WHEREAS, PAM PORTWOOD desires to serve as the TOURIST DEVELOPMENT DIRECTOR of WAKULLA COUNTY; and

WHEREAS, the Tourist Development Council has recommended and now the Commission and the TOURIST DEVELOPMENT DIRECTOR have mutually negotiated and agreed to the terms of this Agreement;

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions and provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1: DUTIES AND AUTHORITY

- A. WAKULLA COUNTY agrees to retain PAM PORTWOOD as the TOURIST DEVELOPMENT DIRECTOR to perform the functions and duties specified in Exhibit "A" and to perform other duties and functions agreed to by the Tourist Development Council and WAKULLA COUNTY.

- B. WAKULLA COUNTY hereby agrees to retain PAM PORTWOOD as the TOURIST DEVELOPMENT DIRECTOR to perform and carry out the duties and functions of the TOURIST DEVELOPMENT DIRECTOR for WAKULLA COUNTY in compliance with WAKULLA COUNTY'S ordinances, rules and regulations and to perform such other legally permissible and proper duties and functions agreed to by the partners. The TOURIST DEVELOPMENT DIRECTOR agrees that she will at all times loyally, fairly, and conscientiously perform all of the duties and obligations required of this Agreement.

SECTION 2: TERM AND EFFECTIVE DATE

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of the TOURIST DEVELOPMENT DIRECTOR at any time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOURIST DEVELOPMENT DIRECTOR to voluntarily resign at any time from her position with WAKULLA COUNTY.
- C. This Agreement shall take effect upon approval by the Commission on the date first entered above.

SECTION 3: COMPENSATION AND BENEFITS

- A. WAKULLA COUNTY agrees to pay the TOURIST DEVELOPMENT DIRECTOR an annual base salary of twenty-five thousand dollars (\$25,000), payable in monthly installments in accordance with WAKULLA COUNTY payroll procedures. It is mutually agreed that compensation is subject to the availability and approval of an appropriate budget, as approved annually by WAKULLA COUNTY. Payment is contingent upon the continued availability of legislatively approved local option tourist development tax revenues.
- B. Health Insurance shall be available to TOURIST DEVELOPMENT DIRECTOR and eligible family members, through Capital Health Plan, to the same extent and in the same manner as available to eligible WAKULLA COUNTY employees. Additional coverage for life, dental, disability and accident insurance may also be purchased by TOURIST DEVELOPMENT DIRECTOR, to the same extent and in the same manner as available to eligible WAKULLA COUNTY employees.

SECTION 4: HOURS OF WORK

WAKULLA COUNTY recognizes that the TOURIST DEVELOPMENT DIRECTOR is presently budgeted as a part-time position without benefits. The TOURIST DEVELOPMENT DIRECTOR is responsible for setting appropriate office hours and availability sufficient to meet the workload and taskings set by WAKULLA COUNTY and the Tourist Development Council as outlined in this Agreement.

SECTION 5: TERMINATION

For the purpose of this Agreement, termination shall occur when:

- A. The Wakulla County Board of County Commissioners may vote to terminate the TOURIST DEVELOPMENT DIRECTOR at a duly authorized public meeting, and shall notify the Tourist Development Council prior to meeting.
- B. If WAKULLA COUNTY, citizens or legislature acts to amend any provisions of the Charter of Wakulla, its Code of Ordinances or, enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the TOURIST DEVELOPMENT DIRECTOR'S position, the TOURIST DEVELOPMENT DIRECTOR shall have the right to declare that such amendments constitute termination.
- C. Any reduction in the base salary, compensation or any other financial benefits of the TOURIST DEVELOPMENT DIRECTOR shall constitute a breach of this Agreement.

- D. In the event the TOURIST DEVELOPMENT DIRECTOR is terminated by the Commission, the Commission shall provide thirty (30) days notice to the TOURIST DEVELOPMENT DIRECTOR; WAKULLA COUNTY shall have no obligation to pay any severance; and all county equipment and property in custody of TOURIST DEVELOPMENT DIRECTOR shall be returned to WAKULLA COUNTY on the effective date of termination.

SECTION 6: RESIGNATION

In the event that the TOURIST DEVELOPMENT DIRECTOR voluntarily resigns her position with WAKULLA COUNTY, the TOURIST DEVELOPMENT DIRECTOR shall provide a minimum of thirty (30) days notice unless the Tourist Development Council or Commission approves a shorter notice.

SECTION 7: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. This Agreement, as amended, sets forth and establishes the entire understanding between WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR relating to the employment of the TOURIST DEVELOPMENT DIRECTOR by WAKULLA COUNTY. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Further, this Agreement has been negotiated and drafted by both WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR and shall not be more strictly construed against either party.
- B. If any provision, or any 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, WAKULLA COUNTY has caused this Agreement to be signed and executed on its behalf by the CHAIRMAN OF THE COUNTY COMMISSION and duly attested by WAKULLA COUNTY'S CLERK OF COURT, and the TOURIST DEVELOPMENT DIRECTOR has signed and executed this Agreement, both in duplicate, effective on the date first written above.

AMENDED EMPLOYMENT AGREEMENT BY AND BETWEEN WAKULLA COUNTY AND **PAM PORTWOOD** AS TOURIST DEVELOPMENT DIRECTOR.

TOURIST DEVELOPMENT DIRECTOR

BOARD OF COUNTY COMMISSIONERS,
WAKULLA COUNTY, FLORIDA

PAM PORTWOOD

BY: _____
HOWARD KESSLER, CHAIRMAN

ATTEST:

Approved as to Form and Legal Sufficiency:

BRENT THURMOND, Ex Officio
Clerk to the Board

BY: _____
HEATHER J. ENCINOSA, COUNTY ATTORNEY

Exhibit "A"
Scope of Work & Services

NATURE OF WORK

This is highly responsible administrative and management work planning, organizing and implementing a tourist development program in Wakulla County. An employee in this position is responsible for managing a comprehensive program to promote the growth of tourism within Wakulla County through a series of long-term marketing objectives set by the Tourist Development Council (TDC). Work is performed as directed by the TDC with strategic oversight and input from the Board of County Commissioners.

EVALUATION

The Director is objectively evaluated annually by the TDC based on mutually agreeable goals set by the TDC and the Tourist Development Director. A report on the Tourist Development Director's annual evaluation shall be provided by the TDC Chair to Wakulla County on or before July 1 of each year.

SCOPE OF DUTIES & SERVICES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Abides by all Wakulla County Board of County Commissioners Policies and Procedures.

Supervision, oversight, and maintenance of all financial records, program contracts; grant documents, and other records of the TDC.

Coordinates with the local hotel, travel industry, art groups, sports and film groups in concert with the TDC to promote Wakulla County tourism.

Plans and promotes activities that will best encourage the use of County bed tax collection to improve the economy of Wakulla County.

Plans and produces an annual strategic plan to enhance Wakulla County as a tourism destination with the direction and guidance of the TDC, to include ratification by Wakulla County.

Coordinates the interests of various related industry groups to maximize use of resources, staff and opportunities for the purpose of economic growth.

Acts as a liaison with the community-at-large, tourism community, county government, County Commission; seeks input various organizations to improve the economic impact of TDC activities.

Communicates and works with community groups/agencies to address problem areas affecting Wakulla County tourism on an ongoing basis.

Serves as Wakulla County's representative on statewide tourism issues upon direction of the TDC.

Prepares budgets and other financial management reports as required by County Administration. As well as, submit all disbursement requests submitted to Office of Management and Budget for processing.

Prepare quarterly reports or updates to the Board of County Commissioners, including the minutes of prior council meetings, expense reports, communications, marketing efforts, grants applied for & received and other relevant information related to tourist development activities in Wakulla County.