

## AGREEMENT FOR EMPLOYMENT OF COUNTY ATTORNEY

This Agreement (the "Agreement") is made and entered into between Broward County, a political subdivision of the State of Florida ("County"), and Annika E. Ashton, individually ("Ashton") (collectively, the "Parties").

### Recitals

A. The Broward County Board of County Commissioners ("County Commission") desires to appoint Ashton as County Attorney effective September 10, 2026.

B. Ashton desires to accept such appointment and to serve as County Attorney, and represents that she is a member in good standing of The Florida Bar and otherwise legally qualified to perform the services of County Attorney consistent with the Broward County Charter (the "Charter"), the Broward County Code of Ordinances ("Code"), and the Broward County Administrative Code ("Administrative Code"), and will maintain such status throughout the term of this Agreement.

C. The County Commission and Ashton have determined that it would be mutually beneficial to enter into a written agreement setting forth the terms and conditions of her employment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-stated recitals are true and correct and are incorporated herein by reference.

2. Appointment as County Attorney. The County Commission hereby appoints Ashton as County Attorney, and Ashton hereby accepts such appointment, effective September 10, 2026 ("Effective Date"). While serving as County Attorney, Ashton shall faithfully perform, to the best of her abilities, the duties of the County Attorney as referenced in Section 2.10 of the Charter and as otherwise provided for in the Code and the Administrative Code.

3. Salary and Salary Adjustments. Commencing on the Effective Date, Ashton's initial annual base salary shall be Four Hundred Eighteen Thousand Dollars (\$418,000), payable in bi-weekly installments in accordance with County policy. If at any time after full execution of this Agreement, whether before or after the Effective Date, the County Commission approves a base salary increase (percentage or fixed amount) for County's unrepresented employees (i.e., those employees of County who are not subject to a collective bargaining agreement) as a class, Ashton will automatically receive the same base salary increase or any such greater salary increase approved by the County Commission in its sole discretion. This contract shall be deemed automatically amended to reflect each salary increase.

4. Health Insurance; Leave; Other Benefits; and Requirements.

A. Ashton shall have access to County's cafeteria plan of optional employee benefits, which currently includes options such as health, life, disability, cancer, vision, and dental insurance, and shall receive all applicable County funding contributions on the same basis as approved by County for the County Administrator, except as expressly provided herein.

B. All leave for Ashton, including annual and sick leave, shall continue to accrue at the rate it had been accruing immediately prior to the Effective Date (subject to any changes to County's leave accrual policies). Except to the extent inconsistent with the terms of this Agreement, all rules, policies, and procedures of County, including as amended, shall apply to Ashton. 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 such leave); retirement and pension contributions (in the Senior Executive Management Service Class of the Florida Retirement System); holidays; other fringe benefits; and working conditions.

5. Deferred Compensation and 401(a) Contribution. In addition to the salary referenced in Section 3 above, Ashton shall receive during each bi-weekly pay period one twenty-sixth (1/26) of an annual amount equal to the maximum elective deferral permitted under Section 457(b) of the Internal Revenue Code (\$24,500 for 2026, as of the date of this Agreement), plus, if and when applicable, the age 50 or over catch-up contribution under Section 414(v) of the Internal Revenue Code (\$8,000 for 2026, as of the date of this Agreement), as such sections may be amended from time to time; provided, however, that the age-based catch-up shall apply only beginning when Ashton becomes eligible for such catch-up under applicable law, and subject in all respects to applicable Internal Revenue Code limits. County shall pay this amount on Ashton's behalf into County's qualified defined contribution plan established under Section 401(a) of the Internal Revenue Code, in accordance with and subject to the terms of such plan and applicable law, and not to exceed applicable limits under Section 415(c) of the Internal Revenue Code. Ashton shall remain eligible to participate in any County-approved Section 457(b) deferred compensation plan and to defer compensation therein in an amount up to the maximum permitted by law, including any applicable catch-up contributions, and to receive any employer contributions or matching contributions available to County unrepresented employees.

6. Car Allowance. Ashton will periodically be required to use a car in performing her duties as County Attorney and shall receive a car allowance in the gross amount of Nine Hundred Dollars (\$900) per calendar month, with the amount prorated for the month of the Effective Date and the month in which she leaves the position of County Attorney. The allowance will be adjusted annually on October 1, using the Miami-Fort Lauderdale Consumer Price Index-All Urban

Consumers or successor index. Additionally, car travel on County business outside of Broward County (but not within Broward County) shall be reimbursed according to County policy. Ashton agrees to procure and maintain an automobile insurance policy meeting or exceeding County's 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).

7. Termination by County. Regardless of any other provision in this Agreement, and consistent with Section 2.10 of the Charter, Ashton acknowledges and understands that the position of County Attorney is in an at-will capacity that is exempt from accruing or receiving property rights other than as expressly set forth in this Agreement, and that she serves at the pleasure of the County Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County Commission to revoke the appointment of Ashton for cause or without cause and terminate this Agreement, subject to any applicable post-termination obligations stated herein, which post-termination obligations shall survive termination of this Agreement.

8. Severance Payment Due Upon Removal Without Cause. Ashton shall only be due the Severance Payment (as defined below) if any of the following circumstances occur:

A. If the County Commission removes her from the position of County Attorney other than for cause (cause includes but is not limited to any misconduct as defined in Section 443.036(29)(a)-(d), Florida Statutes);

B. The position of County Attorney is eliminated pursuant to an amendment to the Charter (such removal is deemed to occur on the day prior to the date the position is effectively eliminated, not on the date the Charter amendment is approved); or

C. The base salary or benefits of Ashton are reduced in a greater percentage than any applicable across-the-board reduction of salary or benefits of all unrepresented County employees, including the County Administrator, and Ashton elects in writing to resign her position because of said reduction within thirty (30) days after she is notified in writing of such reduction.

The circumstances described in Sections 8.A-8.C above are hereinafter referred to as "Removal without Cause." County shall, within thirty (30) days after the effective date of a Removal without Cause, pay Ashton the amount she would have received in salary and benefits for the full twenty (20) week period after the effective date of the Removal without Cause ("Severance Payment"). For purposes of this paragraph, "salary" is Ashton's base salary as County Attorney on the date of notice of the Removal without Cause, and "benefits" means the deferred compensation

payment paid by County as described in Section 5 herein, County's contributions to Ashton's health insurance plan in place on the date of the Removal without Cause (or the amount payable to Ashton if, at the time of such Removal without Cause, she has validly waived County health insurance coverage), and annual and sick accrual and payout consistent with County's then-existing policies for unrepresented employees.

9. Benefits-eligibility after Separation. After the end of her employment as County Attorney, and without regard to whether a Severance Payment is made, Ashton's eligibility for the benefits described in Section 4 shall be consistent with then-existing County policies for unrepresented employees.

10. Termination by County Attorney. Ashton may resign as County Attorney and thereby terminate this Agreement at any time by providing email notice of her resignation to the Mayor, with a copy to each County Commissioner, at least ninety (90) days prior to the effective date of such resignation.

11. Professional Costs. County shall pay the reasonable professional dues and subscriptions of Ashton for her participation in international, national, regional, state, and local associations and organizations desirable both for her continued professional development and for the benefit of County. County shall also continue to pay reasonable costs for identity theft protection for Ashton.

12. Expenses. As permitted by state law, County ordinance, and County policy, County shall pay Ashton's business expenses while conducting or traveling on County business or while attending functions as the representative of, or on behalf of, County, or while attending international, national, regional, state, and local association meetings, short courses, institutes, and seminars that further her professional development and benefit County. Advance County Commission approval is required for travel where required by County policy.

13. Bonds. County shall bear the full cost of any fidelity or other bonds required of Ashton pursuant to any law or ordinance.

14. Other Fringe Benefits. County agrees to make available to Ashton such other benefits that are not specifically covered by this Agreement as they now exist or may exist in the future, and as may be amended from time to time, on the same basis as such benefits are made available to the County Administrator.

15. Indemnification. To the full amount permissible under applicable law, County shall defend (through the Office of the County Attorney or such outside counsel as County may otherwise deem appropriate), hold harmless, and indemnify Ashton against and from any and all claims or actions of any type, consistent with the provisions of Section 768.28, Florida Statutes,

as amended, including actions for equitable relief, whether groundless or otherwise, including attorney's fees and costs, arising from any act or omission, either alleged or real, which occurs or occurred during her employment and as part of the performance of her duties as County Attorney (collectively, a "Claim"), even if Ashton is named as a defendant in her personal capacity. County may compromise and settle any Claim and will pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. If County settles a Claim solely as to County in an action where Ashton and County are co-defendants, County shall continue to defend Ashton through the pendency of such litigation. Ashton shall cooperate fully in the defense, compromise, or settlement of any Claim in which County defends, holds her harmless, or indemnifies her. Any unreasonable failure by Ashton to provide full information to or to cooperate with County's attorneys shall be cause for County to deny her any or all of the rights under this section. County and Ashton each acknowledge and agree that there may be certain Claims asserted against Ashton where County may be precluded by law from providing the defense, hold harmless, or indemnification under this section. In such event, County reserves the right to deny Ashton a defense, hold harmless, and/or indemnification and/or may alternatively assert its right to recover its costs and expenses, including attorney's fees, at a later date based on the preclusion stated in this section. The obligations of this section shall survive the termination of this Agreement (regardless of basis) to the fullest extent permitted by applicable law. The obligations of this section are subject to the limitations of section 768.28, Florida Statutes, and any other applicable law.

16. County Furlough Policy. Ashton acknowledges that all County employees, including the County Attorney, unless expressly exempted by the County Commission, must comply with any furlough policy applicable to unrepresented employees, and that her salary as stated in Section 3 above will be reduced in connection with any future unpaid furlough days.

17. References to County Policy. Ashton acknowledges that 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 may be amended from time to time.

18. Entire Agreement; Amendment; Construction; Venue. This Agreement constitutes the entire and final agreement and understanding of the Parties in connection with Ashton'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 Ashton, and signed by an authorized representative of 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. Ashton and County each 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.

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

20. Notices. All notices made pursuant to this Agreement shall be made as follows: as to Ashton, by email to her Broward County email address; and as to County and the County Commission, to the Mayor and all other members of the County Commission by email to their respective Broward County email addresses.

*The remainder of this page is intentionally blank.*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 2026; and Annika E. Ashton, individually.

**BROWARD COUNTY**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners


By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2026

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By:  4/2/26  
Andrew J. Meyers (Date)  
County Attorney

**ANNIKA E. ASHTON**

By:   
Annika E. Ashton

Date: 2 day of April, 2026

AJM  
04/02/2026