

EMPLOYMENT AGREEMENT FOR LEON COUNTY ADMINISTRATOR

THIS AGREEMENT is made and entered into on this _____ day of _____, 2011, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "the Board") and VINCENT S. LONG, (hereinafter referred to as "the County Administrator").

WITNESSETH:

WHEREAS, on April 26, 2011 the Board unanimously approved Vincent S. Long as the County Administrator and designated the Chairman to negotiate a contract subject to approval by the entire Board;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises which the parties have set forth herein, the Board and the County Administrator agree as follows:

Section 1. Retention.

Pursuant to Section 125.01(1), Florida Statutes and Article II Section 2.3 (1) (A) of the Leon County Charter, the Board hereby appoints Vincent S. Long as the Leon County Administrator effective June 30, 2011.

Section 2. Powers and Duties of the County Administrator.

The Board hereby agrees to employ Vincent S. Long as County Administrator for Leon County, and the County Administrator agrees to perform the functions and duties of County Administrator, as required by law, established by the Leon County Charter, as set forth in this Agreement, and as established by the Board from time to time. The County Administrator shall also be responsible to the Board for the proper administration of all affairs and matters of the Leon County government, except the County Attorney's Office.

Section 3. Compensation and General Existing Benefits.

(A) The County Administrator shall receive an annual salary payable as with other regular employees of the County, subject to annual cost of living adjustments as granted to the County's general employees, merit adjustments in accordance with Executive Service level employees, and/or lump sum bonuses at the discretion of the Chairman, or such other Commissioner designated by the Board. The County Administrator's initial annual salary shall be \$190,000.

(B) The County Administrator shall be entitled to all other benefits provided to other County employees in the Executive Service class, and any other benefits which are provided to the County Administrator as of the date of this Agreement, including but not limited to a car allowance.

Section 4. Key Employee Retention.

In order to assure continuity, and to induce key employees such as the County Administrator to remain with Leon County, the following additional benefits are conferred:

(A) The Board shall contribute, on the County Administrator's behalf, to a deferred compensation program, seven (7) percent of his salary, which shall automatically increase if his salary increases from time to time. Such sums shall be vested to the County Administrator at 25% after one year, 50% after an additional year, 75% after an additional year, and 100% upon completion of four years from the date hereof. If requested, the Board agrees to transfer said account to succeeding employers upon the County Administrator's resignation or termination, in such amounts as are vested.

(B) The Board shall provide errors and omissions coverage applicable to acts or omissions of the County Administrator arising out of his employment. The Board shall also defend, save harmless, and indemnify the County Administrator against any claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as County Administrator.

(C) The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the County Administrator, except to the degree of such a reduction across-the-board for all employees of the Board.

(D) The Board agrees to provide long-term disability insurance at the level of sixty-six and two-thirds of salary by providing a supplemental policy to the Board's disability policy. The Board shall provide in addition to what is provided to Executive Service level employees, term life insurance at no cost to the County Administrator in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

Section 5. Termination of Employment.

(A) It is understood and agreed that the Board will be the sole judge as to the effectiveness and efficiency with which the County Administrator performs his employment. The County Administrator serves at the pleasure of the Board of County Commissioners.

(B) The County Administrator may be removed from his position at any time consistent with the provisions set forth in Section 2.3 (1) (A) of the Leon County Charter as of the effective date of this contract. Further, in the event that the Board terminates this employment pursuant to this Agreement, the Board shall provide as separation payments to the County Administrator, all salary and benefits as described in this Agreement and health insurance for a period of six months, in addition to what other Executive Service employees would receive. In the event the County Administrator is terminated for cause, the County shall be under no obligation to pay severance pay. The term "for cause" shall be deemed to include: willful violation of the provisions of law; conduct unbecoming a public employee; habitual drug

abuse; conviction of a felony; or conviction of any crime involving moral turpitude or relating to official duties.

(C) In the event Leon County ceases conducting its business, takes any action towards its dissolution or consolidation with another government, makes any assignment for the benefit of its creditors, or is the subject of any state or federal insolvency proceeding of any kind, then this Agreement shall be deemed voidable by either party, it being acknowledged that should either party seek to void this Agreement, pursuant to this provision, the County Administrator would be entitled to, and shall receive as severance pay a sum equal to the County Administrator's full compensation and benefits under this Agreement for one (1) year, in addition to what other Executive Service employees would receive.

Section 6. Applicability.

The provisions of this section are intended to supersede the provisions of the personnel policies manual or any other provisions in the Board's policies or personnel rules in conflict herewith.

Dated this _____ day of _____, 2011.

LEON COUNTY, FLORIDA

VINCENT S. LONG
COUNTY ADMINISTRATOR

BY: _____
JOHN DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____
BOB INZER, CLERK