



ORANGE COUNTY MAYOR

Jerry L. Demings

P.O. BOX 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • EMAIL: MAYOR@OCFL.NET

December 6, 2018

TO: Board of County Commissioners

FROM: Mayor Jerry L. Demings 

SUBJECT: County Administrator Employment Agreement and Proposed Amendment to County Attorney Employment Agreement
Consent Agenda Item – December 18, 2018

I am pleased to recommend for approval the employment agreement for Byron W. Brooks to serve as Orange County Administrator and an amendment to the employment agreement of Jeffrey J. Newton to continue as Orange County Attorney.

As many of you know, Mr. Brooks previously served as Deputy County Administrator for Orange County and has been the Chief Administrative Officer for the City of Orlando since December 2005. Mr. Brooks' professional education and years of experience as a senior level public administrator (resume attached) exemplifies the competency desired by the County in its position of County Administrator.

The term of the agreement for Mr. Brooks is January 7, 2019 – December 31, 2022, unless terminated earlier. The agreement provides for a one-time allocation of up to forty (40) hours of administrative leave effective January 7, 2019 which cannot be accrued or exchanged and must be taken during calendar year 2019. All other terms of Mr. Brooks employment agreement remain as previously written in the prior county administrator employment agreement.

The proposed amendment to Mr. Newton's employment agreement extends the term to December 31, 2022, unless terminated earlier. All other terms and conditions of the county attorney employment agreement remain unchanged. The county attorney employment agreement and prior amendments are attached for your information.

Attached for your review and approval is the county administrator employment agreement and proposed amendment to the county attorney's employment agreement. Mr. Brooks has indicated his agreement with the terms of his employment agreement and Mr. Newton has agreed to the amendment of his employment agreement.

ACTION REQUESTED: Board approval of county administrator employment agreement and amendment to county attorney employment agreement.

Attachments

**ORANGE COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

2019 - 2022

This Agreement is made and entered into by and between **Orange County**, a charter county and political subdivision of the State of Florida, hereinafter referred to as County, and **Byron W. Brooks**, hereinafter referred to as County Administrator.

WITNESSETH

WHEREAS, Byron W. Brooks has faithfully performed the duties of a senior level public administrator since 1992 and has demonstrated through his years of service in the public sector as well as through his professional education, experience, and job performance, the level of professional and administrative competency desired by the County in its position of County Administrator; and

WHEREAS, THE County is desirous of employing Byron W. Brooks as its County Administrator on the terms and conditions, and with the compensation and benefits, as are set forth in this employment contract; and

WHEREAS, Byron W. Brooks has indicated willingness to accept the responsibilities and render specific performance to the County as County Administrator; and

WHEREAS, both parties believe it would be mutually beneficial to have a contract of employment between the County and the County Administrator setting forth agreement and understandings which: (1) provide inducement for Byron W. Brooks to accept the job of County Administrator, (2) make possible full work productivity by assuring Byron W. Brooks moral and peace of mind with respect to future security, and (3) provide a just means for terminating the County Administrator's services at such time as the County may desire to terminate his employ; and

WHEREAS, this contract of employment should expire on a date that provides flexibility and discretion for the next County Mayor.

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

1. **Employment of County Administrator.** The County hereby employees Byron W. Brooks as its County Administrator and Byron W. Brooks hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall begin January 7, 2019, and shall continue until December 31, 2022, unless terminated earlier, or unless the County Administrator

is not reappointed by the County Major and confirmed by the Board of County Commissioners each year as required by the Orange County Charter, all as provided below.

3. **Duties.** The County Administrator shall perform all duties normal and customary to the position of Orange County Administrator, plus all duties imposed on him by the Orange County Charter, applicable laws, ordinances, regulations, plus all such other proper and legally permissible duties as he may be directed to perform by the County Mayor, or by the Board of County Commissioners, or by any County Commissioner, or by such appropriate authority as the Orange County Charter may provide.

The County Administrator agrees to perform the functions of his office in a competent and professional manner.

4. **Compensation.** Beginning January 7, 2019, the County Administrator shall receive an annual salary of Two Hundred and Sixty-Five Thousand, Three Hundred Eighty-Seven Dollars and Twenty Cents (\$265,387.20) which shall be paid in bi-weekly installments as employee checks are issued by the County. The additional amount of Fifteen Thousand Five Hundred and No Cents (\$15,500.00) shall be paid likewise by the County each year in equal bi-weekly installments (or otherwise as the County issues its employee pay checks), and such payment shall be deposited into the Deferred Compensation Plan selected by the County Administrator.

The County Mayor will evaluate the performance of the County Administrator beginning in 2019 and each year thereafter, in the same manner as other County employees. Commencing October 1, 2019, and notwithstanding any provision or policy which could be construed to cap or limit the amount of annual employee compensation, but otherwise to the extent consistent with the County's pay policies, the County Administrator shall receive an annual increase in his compensation which is not less than the percentage increase granted to County employees generally, unless the County Mayor has found his work performance to be unsatisfactory, in which case he may be given either no increase for that year or an increase smaller than the percentage increase given to County employees generally, as the County Mayor may elect.

5. **Benefits.** Except as hereinafter provided, the County Administrator shall receive, immediately upon employment as the County Administrator, the same benefits as all other County employees, including but not limited to, paid vacation/personal leave, term leave, workers' compensation, Florida State Retirement, life insurance and health insurance. All vacation/personal leave and term leave not taken, including such leave as may be accumulated and not taken as of the date of this agreement, may be accumulated by the County Administrator, and the County agrees to pay the County Administrator for all such accumulated vacation/personal leave and term leave upon termination or expiration of this agreement for any reason. Notwithstanding any contrary provisions of the County's vacation benefits or policies, the County Administrator shall be entitled to accrue, in each year of service, up to two-weeks vacation which may be exchanged at or after each anniversary of the commencement of this agreement for cash compensation in the pro rata amount of the County Administrator's then-base salary. Further, the County Administrator shall receive up to forty (40) hours of administrative leave effective January 7, 2019 which cannot be accrued or exchanged and must be taken during calendar year 2019.

The County agrees to pay dues for the County Administrator's membership in appropriate organizations approved by the County Mayor where such memberships would be beneficial to the County.

6. **Termination of Employment.** This agreement may be terminated prior to its expiration as follows:

(a) **By the County Mayor.** The County Mayor may declare this agreement terminated at any time, and such termination shall take effect immediately or on such later date as the County Mayor may specify. Promptly upon such termination, the County shall pay to the County Administrator a sum equal to the annual salary and deferred compensation that is accrued but unpaid as of the date of termination, plus a sum equal to a pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave.

If the County Mayor fails or refuses to reappoint the County Administrator in any year, as required by the Orange County Charter, this agreement shall be deemed terminated under this subparagraph (a).

(b) **By the Board of County Commissioners.** If the Board of County Commissioners fails or refuses in any year to confirm the reappointment of the County Administrator as required by the Orange County Charter, this agreement shall be deemed terminated, and the County shall promptly pay to the County Administrator a sum equal to (i) the salary and deferred compensation that is accrued but unpaid as of the date of termination, plus (ii) an amount equal to the pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave, plus (iii) an amount equal to the salary and deferred compensation that the County Administrator would have received during the 90 days immediately following the date such termination takes effect, as if this agreement had not been terminated.

(c) **By the County Administrator.** The County Administrator may terminate this agreement at any time, but only after providing written notice to the County Mayor of his intent to terminate, and such notice shall be delivered not less than 90 days before the date of termination.

(d) **For Cause.** In the event that the County Administrator is charged for indictment or information with a felony, or a crime involving moral turpitude, he may, as the discretion of County Mayor, be suspended from his duties without pay. Upon his conviction of such charge, this agreement, at the option of the County Mayor, may be terminated and the County Administrator discharged from his duties. Upon the dismissal of such charges or upon the County Administrator being acquitted of same, he shall be reinstated and entitled to full back pay and other accrued benefits. Additionally, pursuant to Section 215.425(4)(a)2, Florida Statutes, severance pay shall be prohibited if Mr. Brooks has been terminated for misconduct as defined in Section 443.036(29), Florida Statutes, by the County.

7. **Outside Employment.** The County Administrator recognizes and understands that the position of the County Administrator for Orange County shall require his full time attention and accordingly agrees to devote all time necessary to fully discharge his duties.

The County Administrator shall refrain from accepting any engagement as hereinafter described which would interfere in any way with the faithful performance of his services.

However, nothing contained in this agreement will be construed so as to prevent the County Administrator from accepting honoraria or consulting fees from educational institutions, units of local government or state agencies for lectures, articles, instructional material, or consultation in the area of local government which shall not be in conflict with the County Administrator's responsibilities to the County.

8. **Severability.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

9. **Complete Agreement in Written Document.** This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or the County Administrator other than contained herein. This agreement shall inure to the benefit of the estate of the County Administrator.

Except as otherwise provided herein, this agreement may not be modified or waived unless in writing and duly executed by both parties to this agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the County only if expressly approved by the County's Board of County Commissioners.

IN WITNESS WHEREOF, the parties have made and executed this agreement on the respective dates under each signature. Orange County through its Board of County Commissioners authorized the County Mayor to execute this agreement on the 18th day of December, 2018.



THE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

A handwritten signature in black ink, appearing to read "Jerry L. Demings", is written over a horizontal line.

Jerry L. Demings
Orange County Mayor

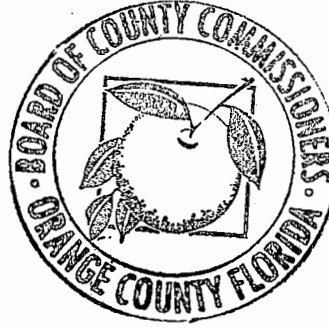
Date: _____

12/18/18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

Date: 12/18/18



THE COUNTY ADMINISTRATOR

By: Byron W. Brooks
Byron W. Brooks

Date: 4 December, 2018

BYRON W. BROOKS, A.I.C.P.

SUMMARY of QUALIFICATIONS

Over thirty-two years of professional experience in the public sector, the vast majority in highly responsible senior level administrative positions, including almost 16 years as a Chief Executive Officer or Chief Administrative Officer. Excellent skill set in strategic visioning, organizing, leading and guiding teams to successfully accomplish the priorities, major projects and initiatives formulated by chief executives and elected bodies.

Extensive knowledge of, and experience in, all aspects of local government operations, particularly land use planning, community and economic development, mobility/transportation, water, wastewater and stormwater utility systems, information technology, public safety, facilities management, human resources, labor relations, emergency management, sustainability, venues and government relations (state and federal).

Experienced in fiscal/financial functions, such as budgeting, capital planning, revenue and expense modeling, activity-based cost models, and public finance.

Effective leader with a style based on open dialogue, inclusiveness, and energizing the creative and intellectual resources of staff at all levels of an organization. Excellent interpersonal skills and strong analytical abilities.

PROFESSIONAL EXPERIENCE

City of Orlando (Florida)

June 2003 to December 2018

Chief Administrative Officer (includes 7 months in acting capacity) May 2005 – December 2018

Responsible for assisting the Mayor with the daily operations of an organization with over 3,400 employees and an annual budget of approx. \$1.3 billion serving a community of 282,000 residents. Duties include leadership and supervision of the operating departments of the organization (Police; Fire; Economic Development; Families, Parks and Recreation; Housing and Community Development; Public Works; Transportation; Human Resources Office; Minority/Women Business Enterprise Office; and Sustainability/Greeworks Office). Major activities include coordinating with the Mayor and City Council on development and implementation of policy initiatives; fostering and nurturing effective partnerships with the local business community, neighborhood associations, the education community, and regional agencies; coordinating with subsidiary agencies of the City: Orlando Utilities Commission and the Greater Orlando Aviation Authority; and building organizational capacity and responsiveness.

A listing of some key projects include(d) intimate involvement in the \$1 billion community venues initiative from conception to delivery, including serving on the oversight body for the construction of the Dr. Phillips Center for the Performing Arts and role in creating the Blueprint program; EMS transport transition and assisting the Fire Department achieve and maintain ISO 1 and accreditation of all program areas; successful green/sustainability initiatives; negotiations with a major research institute, triggering emergence of "Medical City;" role with the "Creative Village" redevelopment and the UCF/Valencia College downtown campus; conducting an in-depth assessment of OPD's community policing efforts and use-of-force review, and assisting with increased use of technology for increased transparency and efficiency; assisted in leading the City's emergency management response and community support efforts to the Pulse tragedy and a number of hurricanes/weather events; guided efforts that placed all of the City's enterprise fund operations on sound financial footing; labor relations strategy and negotiations; guiding development of new affordable housing strategies; creating internal staff leadership development programs.

Department Director

June 2003 to April 2005

Responsible for management of the Families, Parks & Recreation Department, with approximately 300 employees and an annual operating budget of approximately \$23 million, providing recreational and leisure services for youth through seniors, twenty community centers, aquatics program, 100+ park system, a nationally recognized botanical gardens, before- and after-school program for middle school students.

Brooks Consulting Services, President

March 2003 to June 2003

Owner of a professional consulting firm providing services in land use, transportation and infrastructure planning, organizational assessments and management studies. Work included a comprehensive assessment of a local government that resulted in several efficiency and cost reduction recommendations.

Central Florida Regional Transportation Authority (dba LYNX) June 2000 to January 2003

Chief Executive Officer/Executive Director (includes 7 months as interim)

Served as chief executive officer of the agency charged with providing public transportation (bus, bus rapid transit and paratransit) in a three county area. Provided day-to-day leadership and oversight of approximately 1,000 employees and an annual operating budget of approx. \$85 million. Increased bus service while reducing per unit cost through aggressive efficiency initiatives; overhauled paratransit and substantially improved quality of service; initiated performance measures and benchmarking; improved labor relations; significant involvement in rail studies, including initial discussions with CSX about purchase of the rail line for a commuter rail system; initiated design and construction of the new Multi-Modal Center; and, elevated community interest, awareness and understanding of the role of transit and its connection with economic development.

Orange County Government, Orange County, FL

February 1986 to May 2000

Deputy County Administrator (January 1999 to May 2000)

Under auspices of County Administrator, oversight responsibility of Growth Management, Public Works and Utilities Departments and Parks and Recreation Division (approximately 1,900 employees and \$500 million annual operating and capital budget). Ensured accomplishment of policy directives and projects approved by the County Chairman and County Commission, providing strategic guidance, leadership, coordination, and issue resolution. Partial list of key activities/issues with substantial involvement included: School concurrency; pre-planning of transportation infrastructure for Convention Center expansion; affordable housing program update; street light program; revitalizing of Parks & Recreation; Community Development Districts evaluation; expansion of neighborhood redevelopment initiatives; solid waste operations stabilization; enhancements in building permitting; etc.

Deputy County Administrator (August 1997 to January 1999)

Under auspices of the County Administrator, duties included day-to-day oversight of all (10) departments (6,000 employees, \$1.7 billion annual operating and capital budget) and liaison with County Chairman, County Commission, constitutional offices, business and civic community (sole "DCA" during this period with all department directors reporting to me). Partial list of key activities/issues with substantial involvement included: joint planning area agreements; utility territorial agreements; fire/rescue service agreements; union contract negotiations (all three unions); employee leadership development program; integrated approach to land use and infrastructure; introduction of activity-based costing; new methods for collection of outstanding court fines and fees; redirection of code enforcement; etc.

Deputy County Administrator, Operations (October 1995 to July 1997)

Duties included administrative oversight of Convention Center, Corrections, Fire/Rescue, Health & Family Services, Public Works, and Utilities Departments (4,500 employees, \$1.3 billion annual operating and capital budget). Served as County liaison to constitutional offices in criminal justice system (Clerk of Courts, Judiciary, Public Defender, Sheriff and State Attorney). Partial list of key activities/issues with substantial involvement included: assessment of criminal justice system and jail overcrowding; convention center expansion; EMS assessment; road paving program; neighborhood revitalization; restructuring of utilities' capital program; fire/rescue service quality; initial transportation planning function.

Deputy County Administrator, Support Services (November 1992 to September 1995)

Duties included administrative oversight of Administrative Support, Fiscal and Human Resources, Information Technology and Growth Management Departments (1,000 employees, \$300 million annual operating and capital budget). Partial list of key activities/issues with substantial involvement included development of and management of a \$1 billion annual operations and capital budget; finance team of several bond issues; union negotiations; risk management/self insurance program; new Courthouse construction; new direction for GIS; affordable housing program; M/WBE program; procurement process improvements; neighborhood planning; and supervision and coordination of state lobbying effort.

Assistant to the County Administrator (April 1989 to October 1992)

Duties included assisting the County Administrator with daily operations, external communication and special projects manager. In 1991, assigned supervision of Planning, Zoning, and EEO/Professional Standards. Partial list of key activities/issues with substantial involvement included: project manager on creation of first ever Concurrency Management system for County; project manager for creation of first ever county-initiated Community Redevelopment Agency and tax increment financing district; establishment of formal investigative processes; advancement of relationship with the Construction Industry Council; chaired grievance adjustment board; concurrently served as Interim Manager of Planning for six months, overseeing all land development.

Senior Planner, Planning Division (February 1986 to March 1989)

Duties included preparation of all infrastructure related elements and Capital Improvements element of the County's Comprehensive Land Use Policy/Plan; preparing reports on all future land use map amendment and urban service area boundary requests; monitoring and preparing County's position on land use actions of cities in western portion of County. Also, served as project manager on preparation of Comprehensive Plan for the Town of Oakland.

United States Government, Army

June 1985 through October 1985

U.S. Army Officers Basic School, Fort Ben Harrison, Indiana, Personnel and Administration School. Graduated among top in class.

ADDITIONAL PROFESSIONAL EXPERIENCE

Adjunct Professor, College of Health & Public Affairs, Public Administration Department, University of Central Florida, 1996 (taught graduate level class)

Personnel and Administration Section Leader, 146th Transportation Detachment, United States Army Reserve, 1987-1989 (retired as a Captain in U.S. Army Reserves).

EDUCATION and ACADEMIC PROGRAMS

Masters, City/Regional Planning, Clemson University, Clemson, South Carolina

Bachelor of Arts, Urban Studies, Furman University, Greenville, South Carolina

Program for Senior Executives in State and Local Government, John F. Kennedy School of Government, Harvard University, Cambridge, Massachusetts, Summer 1992

Executive Leadership Institute, National Forum for Black Public Administrators, Washington, D.C., 1994/95

PROFESSIONAL CERTIFICATION AND HONORS

Certified Planner #9279, American Institute of Certified Planners, American Planning Association

2017 Inductee into Clemson University, College of Architecture, Arts and Humanities Hall of Fame

PROFESSIONAL and CIVIC AFFILIATIONS (partial – current & past)

- University of Central Florida, Public Administration Advisory Board (including service as Chairman)
- Coalition for the Homeless of Central Florida Board of Directors (including service as Chairman)
- United Way Board of Directors and Campaign Cabinet
- 9th Judicial Circuit Grievance Board
- Strengthen Orlando Board of Directors (Chairman)
- Orlando Regional Chamber of Commerce
- Orange County Housing Finance Authority Liaison
- YMCA Black Achievers Board of Directors (including service as Chairman)
- YMCA Board of Directors
- Healthy Community Initiative Board of Directors
- Black Business Investment Fund Loan Committee
- American Public Transportation Association
- American Planning Association
- International City/County Managers Association
- National Forum for Black Public Administrators (currently National Board Treasurer)
- Gubernatorial (Chiles) appointee to Workers' Compensation Reform Committee
- Jackie Robinson Youth Sports Baseball League
- Light Up Orlando Board of Trustees
- Chamber of Commerce COMPACT Mentor
- Negro Spiritual Foundation Board of Directors
- Omega Psi Phi Fraternity and Sigma Pi Phi Fraternity

**AMENDMENT TO THE ORANGE COUNTY ATTORNEY
EMPLOYMENT AGREEMENT**

This is an Amendment to the Orange County Attorney Employment Agreement (“Amendment”) made and entered into by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida, hereafter referred to as “County,” and **Jeffrey J. Newton**, hereafter referred to as “Mr. Newton.”

WITNESSETH:

WHEREAS, Jeffrey J. Newton has demonstrated through his experience and expertise in the practice of law the level of professional and administrative competency desired by the County in its County Attorney;

WHEREAS, Mr. Newton has served the County as its County Attorney pursuant to the Employment Agreement approved by the Board of County Commissioners on January 11, 2011 (“Agreement”), as amended on December 16, 2014 and March 20, 2018;

WHEREAS, the County is desirous of continuing to employ Mr. Newton as its County Attorney on the terms and conditions, and with the compensation and benefits, as are set forth in Agreement, as amended by this Amendment; and

WHEREAS, Mr. Newton has indicated his willingness to continue to serve as the County Attorney.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Amendment, the County and Mr. Newton agree to amend the Agreement as follows:

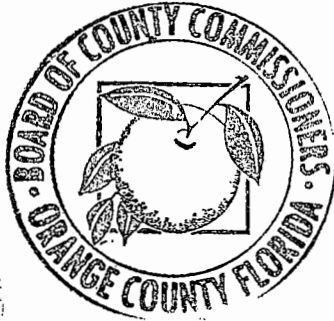
Section 1. Amendments to Paragraph 2 of Agreement.

A. Paragraph 2 (“Term”) of the Agreement, as amended on December 16, 2014, is amended again to read as follows:

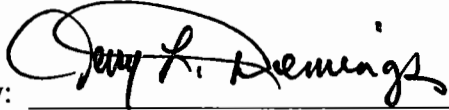
2. **Term.** The term of this Agreement, as amended shall commence on December 16, 2014 and shall end on ~~January 31, 2019~~ December 31, 2022, unless terminated earlier, or unless Mr. Newton is not reappointed by the County Mayor and confirmed by the Board of County Commissioners each year as required by the Orange County Charter, all as provided below.

Section 2. Other Terms and Conditions of Employment Agreement. Except as revised pursuant to Section 1 of this Amendment, the terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect, and this Amendment shall be deemed effective December 18, 2018.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature.

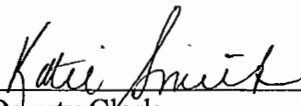


ORANGE COUNTY, FLORIDA
By: **Board of County Commissioners**

By: 
Jerry L. Demings
Orange County Mayor


Date: December 18, 2018

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk

Date: 12/18/18

JEFFREY J. NEWTON


Jeffrey J. Newton

Date: December 18⁴, 2018

**AMENDMENT TO THE ORANGE COUNTY ATTORNEY
EMPLOYMENT AGREEMENT**

This is an Amendment to the Orange County Attorney Employment Agreement ("Amendment") made and entered into by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida, hereafter referred to as "County," and Jeffrey J. Newton, hereafter referred to as "Mr. Newton."

WITNESSETH:

WHEREAS, Jeffrey J. Newton has demonstrated through his experience and expertise in the practice of law the level of professional and administrative competency desired by the County in its County Attorney;

WHEREAS, Mr. Newton has served the County as its County Attorney pursuant to the Employment Agreement approved by the Board of County Commissioners on January 11, 2011 ("Agreement"), as amended on December 16, 2014;

WHEREAS, the County is desirous of continuing to employ Mr. Newton as its County Attorney on the terms and conditions, and with the compensation and benefits, as are set forth in Agreement, as amended by this Amendment; and

WHEREAS, Mr. Newton has indicated his willingness to continue to serve as the County Attorney.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Amendment, the County and Mr. Newton agree to amend the Agreement as follows:

Section 1. Amendments to Paragraph 2 of Agreement.

A. Paragraph 2 ("Term") of the Agreement, as amended on December 16, 2014, is amended again to read as follows:

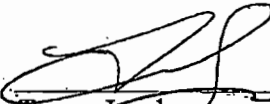
2. *Term.* The term of this Agreement, as amended, shall commence on December 16, 2014, and shall end on ~~December 4, 2018~~, January 31, 2019, unless terminated earlier, or unless Mr. Newton is not reappointed by the County Mayor and confirmed by the Board of County Commissioners each year as required by the Orange County Charter, all as provided below.

Section 2. Other Terms and Conditions of Employment Agreement. Except as revised pursuant to Section 1 of this Amendment, the terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect, and this Amendment shall be deemed effective March 20, 2018.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Teresa Jacobs
Orange County Mayor

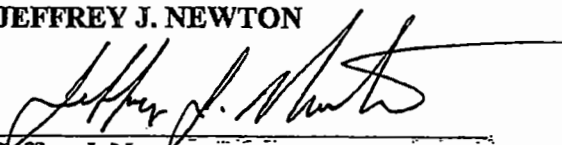
Date: March 20, 2018

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk

Date: MAR 20 2018

JEFFREY J. NEWTON


Jeffrey J. Newton

Date: March ¹³ 20, 2018

DEC 16 2014 KH/BS

**AMENDMENT TO THE ORANGE COUNTY ATTORNEY
EMPLOYMENT AGREEMENT**

This is an Amendment to the Orange County Attorney Employment Agreement (“Amendment”) made and entered into by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida, hereafter referred to as “County,” and **Jeffrey J. Newton**, hereafter referred to as “Mr. Newton.”

WITNESSETH:

WHEREAS, Jeffrey J. Newton has demonstrated through his experience and expertise in the practice of law the level of professional and administrative competency desired by the County in its County Attorney;

WHEREAS, Mr. Newton has served the County as its County Attorney pursuant to the Employment Agreement approved by the Board of County Commissioners on January 11, 2011 (“Agreement”);

WHEREAS, the County is desirous of continuing to employ Mr. Newton as its County Attorney on the terms and conditions, and with the compensation and benefits, as are set forth in Agreement, as amended by this Amendment; and

WHEREAS, Mr. Newton has indicated his willingness to continue to serve as the County Attorney.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Amendment, the County and Mr. Newton agree to amend the Agreement as follows:

Section 1. Amendments to Agreement.

A. Paragraph 2 (“Term”) of the Agreement is amended to read as follows:

2. **Term.** The term of this Agreement shall commence on ~~February 7, 2011~~ December 16, 2014, and shall end on ~~January 5, 2015~~ December 4, 2018, unless terminated earlier, or unless Mr. Newton is not reappointed by the County Mayor and confirmed by the Board of County Commissioners each year as required by the Orange County Charter, all as provided below.

B. Paragraph 6 ("Termination of Employment") of the Agreement is amended to read as follows:

6. **Termination of Employment.** This Agreement may be terminated prior to its expiration as follows:

(a) **By the County Mayor.** The County Mayor may declare this Agreement terminated at any time, and such termination shall take effect immediately or on such later date as the County Mayor may specify. Promptly upon such termination, the County shall pay Mr. Newton a sum equal to the salary and deferred compensation that is accrued but unpaid as of the date of termination, plus a sum equal to a pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave.

If the County Mayor fails or refuses to reappoint the County Attorney in any year, as required by the Orange County Charter, this Agreement shall be deemed terminated under this subparagraph (a).

(b) **By the Board of County Commissioners.** If the Board of County Commissioners fails or refuses in any year to confirm the reappointment of Mr. Newton as the County Attorney as required by the Orange County Charter, this Agreement shall be deemed terminated, and the County shall promptly pay to Mr. Newton a sum equal to (i) the salary and deferred compensation that is accrued but unpaid as of the date of termination, plus (ii) an amount equal to the pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave, plus (iii) an amount equal to the salary and deferred compensation that the County Attorney would have received during the ninety (90) days immediately following the date such termination takes effect, as if this agreement had not been terminated.

(c) **By Mr. Newton.** Mr. Newton may terminate this agreement at any time, but only after providing notice to the County Mayor of his intent to terminate, and such notice shall be delivered not less than ninety (90) days before the date of termination.

(d) **For Cause.** In the event that Mr. Newton is charged by indictment or information with a felony, or a crime involving moral turpitude, he may, at the discretion of the County Mayor, be suspended from his duties without pay. Upon his conviction of any such charge, this Agreement, at the option of the County Mayor, may be terminated and Mr. Newton discharged

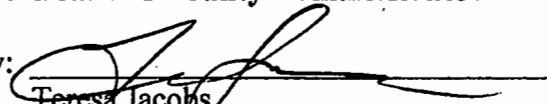
from his duties. Upon the dismissal of such charges or upon Mr. Newton being acquitted of same, he shall be reinstated and entitled to full back pay and other accrued benefits. Additionally, pursuant to Section 215.425(4)(a)2, Florida Statutes, severance pay shall be prohibited if Mr. Newton has been fired for misconduct, as defined in Section 443.036(29), Florida Statutes, by the County.

Section 2. Other Terms and Conditions of Employment Agreement. Except as revised pursuant to Section 1 of this Amendment, the terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect, and this Amendment shall be deemed effective December 16, 2014.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature.

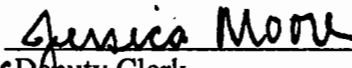


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

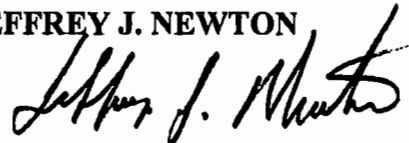
By: 
Teresa Jacobs
Orange County Mayor

Date: December 16, 2014

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: 
for Deputy Clerk

Date: DEC 16 2014

JEFFREY J. NEWTON

Jeffrey J. Newton

Date: December 16, 2014

JAN 11 2011 NP/CMS/CAS

**ORANGE COUNTY ATTORNEY
EMPLOYMENT AGREEMENT**

2011-2015

This Employment Agreement is made and entered into by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida, hereafter referred to as "County," and **Jeffrey J. Newton**, hereafter referred to as "Mr. Newton."

WITNESSETH:

WHEREAS, Jeffrey J. Newton has demonstrated through his experience and expertise in the practice of law the level of professional and administrative competency desired by the County in its County Attorney;

WHEREAS, the County is desirous of employing Mr. Newton as its County Attorney on the terms and conditions, and with the compensation and benefits, as are set forth in this employment agreement, hereafter referred to as "Agreement";

WHEREAS, Mr. Newton has indicated his willingness to serve as the County Attorney;
and

WHEREAS, both parties believe it would be mutually beneficial to have this Agreement between the County and Mr. Newton, setting forth agreements and understanding which (1) provide inducement for Mr. Newton to serve as County Attorney, (2) make possible full work productivity by assuring Mr. Newton's morale and peace of mind with respect to future security, (3) provide a just means for terminating Mr. Newton's services at such time as the County may desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth below, the County and Mr. Newton agree as follows:

1. **Employment of Jeffrey J. Newton.** The County hereby employs Jeffrey J. Newton as Orange County Attorney, and Mr. Newton hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on February 7, 2011, and shall end on January 5, 2015, unless terminated earlier, or unless Mr. Newton is not reappointed by the County Mayor and confirmed by the Board of County Commissioners each year as required by the Orange County Charter, all as provided below.

3. **Duties.** Mr. Newton shall perform all duties imposed on him as the Orange County Attorney by applicable laws, ordinances and regulations, and all such other legally permissible and proper duties as he may be directed properly to perform by the County Mayor, or by the Board of County Commissioners, or by any County Commissioner, or by the County Administrator. This paragraph expressly permits any individual County Commissioner to seek legal advice from Mr. Newton as County Attorney on matters related to his or her duties as a County Commissioner.

Mr. Newton agrees to perform the functions of his office of County Attorney in a competent and professional manner.

4. **Compensation.** Beginning February 7, 2011, Mr. Newton shall receive annual compensation as follows: A salary of Two Hundred and Seven Thousand, Eight Hundred Thirty-Three Dollars and Sixty Cents (\$207,833.60) shall be paid in equal bi-weekly installments or otherwise as employee checks are issued by County. The additional amount of Fifteen Thousand Five Hundred Dollars and Zero Cents (\$15,500.00) shall be paid likewise by the County each year in equal bi-weekly installments (or otherwise as the County issues its employee pay checks), and such payments shall be deposited into the Deferred Compensation Plan selected by Mr. Newton.

The County Mayor will evaluate the performance of Mr. Newton each year in the same manner as other County employees. Commencing February 7, 2011, and notwithstanding any provision or policy which could be construed to cap or limit the amount of annual employee compensation, but otherwise to the extent consistent with the County's pay policies, Mr. Newton shall receive an annual increase in his compensation which is not less than the percentage increase granted to County employees generally (if any), unless the County Mayor has found his work performance to be unsatisfactory, in which case he may be given either no increase for that year or an increase smaller than the percentage increase given to County employees generally, as the County Mayor may elect.

5. **Benefits.** Except as hereinafter provided, Mr. Newton shall receive, immediately upon employment as the County Attorney, the same benefits as all other County employees, including but not limited to paid vacation/personal leave, term leave, worker's compensation, Florida State Retirement, life insurance and health insurance. All vacation/personal leave and term leave not taken may be accumulated by Mr. Newton, and the County agrees to pay Mr. Newton for all such accumulated vacation/personal leave and term leave upon termination or expiration of this Agreement for any reason. Notwithstanding any contrary provisions of the County's vacation benefits or policies, Mr. Newton shall be entitled to accrue, in each year of service, up to two weeks vacation which may be exchanged at or after each anniversary of the commencement of this Agreement for cash compensation in the pro rata amount of Mr. Newton's then-base salary.

The County agrees to pay dues for Mr. Newton's membership in The Florida Bar, the American Bar Association, The Orange County Bar Association, and other organizations where such membership would be beneficial to the County.

6. **Termination of Employment.** This Agreement may be terminated prior to its expiration as follows:

(a) **By the County Mayor.** The County Mayor may declare this Agreement terminated at any time, and such termination shall take effect immediately or on such later date as the County Mayor may specify. Promptly upon such termination, the County shall pay Mr. Newton a sum equal to the salary and deferred compensation that is accrued but unpaid as of the date of termination, plus a sum equal to a pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave.

If the County Mayor fails or refuses to reappoint the County Attorney in any year, as required by the Orange County Charter, this Agreement shall be deemed terminated under this subparagraph (a).

(b) **By the Board of County Commissioners.** If the Board of County Commissioners fails or refuses in any year to confirm the reappointment of Mr. Newton as the County Attorney as required by the Orange County Charter, this Agreement shall be deemed terminated, and the County shall promptly pay to Mr. Newton a sum equal to (i) the salary and deferred compensation that is accrued but unpaid as of the date of termination, plus (ii) an amount equal to the pro rata portion of his salary for all accrued but unused vacation/personal leave and term leave, plus (iii) an amount equal to the salary and deferred compensation that the County Attorney would have received during the ninety (90) days immediately following the date such termination takes effect, as if this agreement had not been terminated.

(c) **By Mr. Newton.** Mr. Newton may terminate this agreement at any time, but only after providing notice to the County Mayor of his intent to terminate, and such notice shall be delivered not less than ninety (90) days before the date of termination.

(d) **For Cause.** In the event that Mr. Newton is charged by indictment or information with a felony, or a crime involving moral turpitude, he may, at the discretion of the County Mayor, be suspended from his duties without pay. Upon his conviction of any such charge, this Agreement, at the option of the County Mayor, may be terminated and Mr. Newton discharged from his duties. Upon the dismissal of such charges or upon Mr. Newton being acquitted of same, he shall be reinstated and entitled to full back pay and other accrued benefits.

7. **Outside Employment.** Mr. Newton recognizes and understands that the position of the County Attorney shall require his full attention and accordingly agrees to devote all time necessary to fully discharge his duties.

Mr. Newton shall refrain from accepting any other engagement as a lawyer which would interfere in any way with the faithful performance of his duties and services under this Agreement. However, nothing in this Agreement prevents Mr. Newton from accepting honoraria or consulting fees from educational institutions, units of local government, or state agencies for lectures, articles, instructional material, or consultation in the area of local government law which are not in conflict with Mr. Newton's responsibilities to the County as its County Attorney. Furthermore, nothing in this Agreement prevents Mr. Newton from serving as a

director of a corporation and accepting compensation for such service, as long as such service is not prohibited by the Code of Ethics for Public Officers and Employees (Part III of Chapter 112 of Florida Statutes). In pursuing any of the foregoing activities for compensation, however, Mr. Newton shall do so only during times other than County working hours or, if pursued during County working hours, only while on personal leave.


8. **Severability.** All provisions herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid provisions were not contained herein.

9. **Complete Agreement in Written Document.** This written Agreement embodies the whole agreement between the parties, and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or Mr. Newton other than contained herein. This Agreement shall inure to the benefit of the estate of Mr. Newton.

Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by both parties to this Agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the County only if expressly approved by the Orange County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Orange County, acting through its Board of County Commissioners, authorized the County Mayor to execute this agreement on the 11th day of January, 2011.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

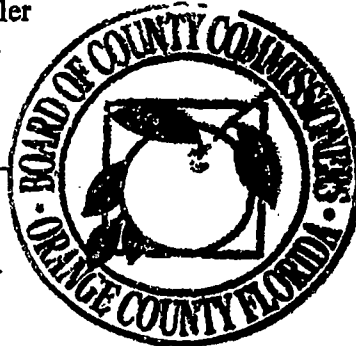
By: 
Teresa Jacobs
Orange County Mayor

Date: January 11, 2011

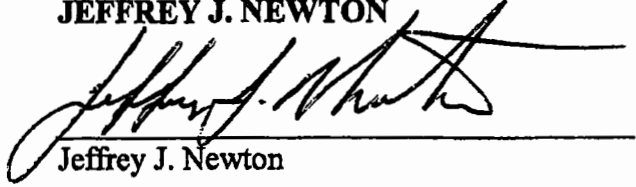
ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk

Date: JAN 11 2011



JEFFREY J. NEWTON



Jeffrey J. Newton

Date: January 11, 2011

CHMN-C-01