




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

October 26, 2022

TO: Commissioner Nicole Wilson, District 1
Commissioner Christine Moore, District 2
Commissioner Mayra Uribe, District 3
Commissioner Maribel Gomez Cordero, District 4
Commissioner Emily Bonilla, District 5
Commissioner Victoria P. Siplin, District 6

FROM: Mayor Jerry L. Demings 

SUBJECT: County Administrator and County Attorney Re-Appointment
Proposed Amendment to Employment Agreements
Consent Agenda Item for November 15, 2022

I am pleased to re-appoint Byron W. Brooks as County Administrator and Jeffrey J. Newton as County Attorney to continue to serve during my final term as Mayor. Both of these individuals have brought a wealth of experience and have done an outstanding job in their current roles. Orange County is fortunate to have two highly capable individuals to serve in these critically important positions.

The proposed amendments to the Orange County Administrator and County Attorney employment agreements extend Byron W. Brooks' and Jeffrey J. Newton's term of employment from December 31, 2022 to December 31, 2026, unless terminated earlier. Except for the extension of the term and the strike-through of a sentence in Mr. Brooks' contract specifically related to administrative leave in 2019, Mr. Brooks' and Mr. Newton's employment agreements remain unchanged. Attached for your review and approval are the proposed amendments to their employment agreements. Attached you will also find the complete underlying employment agreements, and prior amendments to Mr. Newton's employment agreement.

Mr. Brooks and Mr. Newton have indicated their agreement with the terms of the proposed amendments to their employment agreements. I am recommending confirmation and approval of the extension of the County Administrator and County Attorney's employment agreements.

Action Requested: Approval and execution of amendments to the County Administrator and County Attorney employment agreements to extend the term from December 31, 2022 through December 31, 2026.

Attachments

c: Byron W. Brooks, AICP, County Administrator
Jeffrey J. Newton, County Attorney
Ricardo Daye, Director, Human Resources

**AMENDMENT TO ORANGE COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This is an Amendment to the Orange County Administrator Employment Agreement (“Amendment”) made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”), and **Byron W. Brooks** (“County Administrator”).

WITNESSETH:

WHEREAS, Byron W. Brooks has faithfully performed the duties of Orange County Administrator since his appointment to that position on January 7, 2019, and has demonstrated through his years of service as an Orange County employee, 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;

WHEREAS, the County is desirous of continuing the employment of Mr. Brooks as its County Administrator under the terms and conditions, and with the compensation and benefits, as are set forth in the employment contract approved by the Board of County Commissioners on December 18, 2018 (“Agreement”); and

WHEREAS, Mr. Brooks has indicated his willingness to continue to accept the responsibilities and render specific performance to the County as the County Administrator.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth in the Agreement, and herein, the County and Mr. Brooks agree to amend the Agreement as follows:

Section 1. Amendments to Paragraph 2 of Agreement.

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

2. Term. The term of this Agreement, as amended, shall begin December 31, 2022, and shall continue until December 31, 2026, unless terminated earlier, or unless the County Administrator 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 as below.

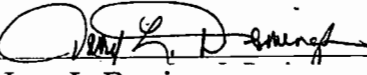
Section 2. Other Terms and Conditions of Employment Agreement. Except as revised pursuant to Section 1 of this Amendment and the strike-through of a sentence in Section 5. Benefits, which states, “Further, the County Administrator shall receive up to forty (40) hours of administrative leave effective January 7, 2019 which cannot be accrued or

exchanged and must be taken during calendar year 2019," the terms and conditions of the Agreement shall remain unchanged and in full force and effect, and this Amendment shall be deemed effective November 15, 2022.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Employment Agreement on the dates indicated below.


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



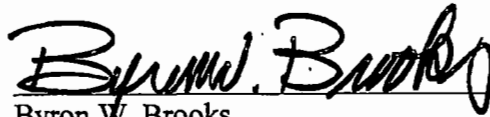
By: 
Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: 
Deputy Clerk

COUNTY ADMINISTRATOR


Byron W. Brooks

Date: November 15, 2022

**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.

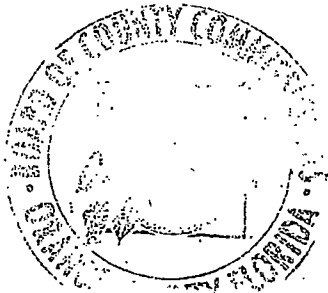
Except as otherwise provided herein, this agreement may not be modified or waived unless in writing and duly executed by both parties to this agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the County only if expressly approved by the County's Board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

Jerry L. Demings

Jerry L. Demings
Orange County Mayor

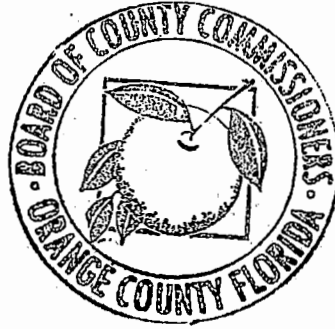
Date: _____

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

**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 the 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:

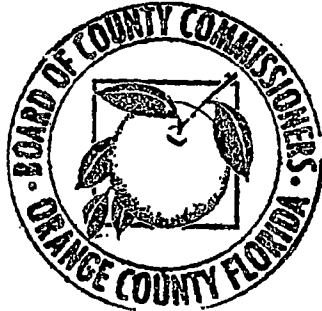
Section 1. Amendments to Paragraph 2 of Agreement.

A. Paragraph 2 (“Term”) of the Agreement, as amended on December 18, 2018, is amended again to read as follows:

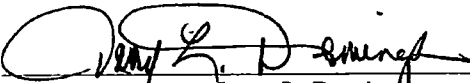
2. **Term.** The term of this Agreement, as amended, shall commence on December 31, 2022, and shall end on December 31, 2026, unless terminated earlier, or unless Mr. Newton is not reappointed by the County Mayor and confirmed by the Board of County Commissioners each year as required by the Orange County 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 November 15, 2022.

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

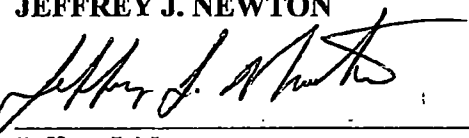
By: 
Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: 
Deputy Clerk

Date: November 15, 2022

JEFFREY J. NEWTON

Jeffrey J. Newton

Date: November 15, 2022

**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:

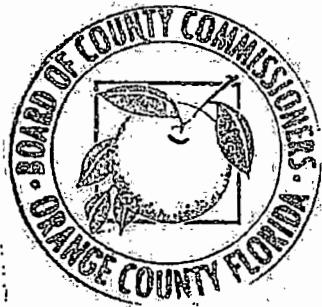
Section 1. Amendments to Paragraph 2 of Agreement.

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*
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: *Katei Smith*
Deputy Clerk

Date: 12/18/18

JEFFREY J. NEWTON

Jeffrey J. Newton
Jeffrey J. Newton

Date: December ⁴18, 2018

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
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.

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: Jessica Moore
for Deputy Clerk

Date: DEC 16 2014

JEFFREY J. NEWTON

Jeffrey J. Newton

Jeffrey J. Newton

Date: December 16, 2014

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JAN 11 2011/AP/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.

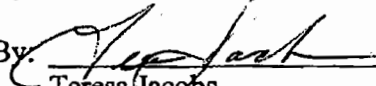
8. **Severability.** All provisions herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid provisions were not contained herein.

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.

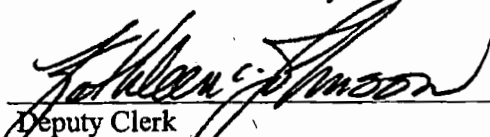
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Orange County, acting through its Board of County Commissioners, authorized the County Mayor to execute this agreement on the 11th day of January, 2011.

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

