

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 28th day of May, 2019 (“the Effective Date”), by and between HERNANDO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (“the County”), and JEFFREY ROGERS (“the Employee”).

WITNESSETH:

WHEREAS, the County desires to retain the services of the Employee as County Administrator of Hernando County as provided by Chapter 2, Article II, Division 2, Hernando County Code of Ordinances, and to provide for compensation, employee benefits and to establish the conditions of said employment; and,

WHEREAS, the County desires to:

1. Retain the services of the Employee and to provide inducement for him to remain in such employment; and,
2. To make possible full work productivity by assuring the Employee’s morale and peace of mind with respect to future security; and,
3. To provide a just means for terminating the Employee’s services at such time as he may be unable to discharge his duties due to disability, or when the County may desire to otherwise terminate his employ; and,

WHEREAS, the Employee desires to be employed as County Administrator of said County.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the County and the Employee agree as follows:

1. DUTIES:

The County hereby agrees to employ the Employee as its County Administrator to perform the functions and duties specified in Chapter 2, Article II, Division 2, Hernando County Code of Ordinances, and to perform such other legal and proper duties and functions as the Board of County Commissioners shall, from time to time, assign.

2. TERM:

A. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of the County to terminate the service of the Employee at any time, subject only to provisions set forth in Section 3, Paragraphs A, B, and C of this Agreement.

B. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject only to the provisions set forth in Section 3, Paragraph C of this Agreement.

C. The Employee agrees to remain in the exclusive employ of the County from the Effective Date through May 28, 2024, and neither to accept, nor to become employed by any other employer until said termination date. This Agreement may be reviewed annually by either party if a majority of the Board of County Commissioners, or the Employee, so desire. In the event review is requested, written notice must be provided to the other party at least forty-five (45) days prior to the date of the meeting of the Board of County Commissioners during which the review will occur.

3. TERMINATION AND SEVERANCE PAY:

A. In the event the Employee is terminated by the Board of County Commissioners before expiration of the aforesaid term of employment and during such time that the Employee is willing and able to perform the duties of County Administrator,

then in that event the County agrees to pay the Employee a lump sum cash payment equal to four (4) month's aggregate base salary, together with a continuation of all other benefits for the Employee and his dependents for an equivalent period following termination. Said continuation of benefits shall not be payable for any period during which the Employee becomes employed by a third-party following his termination by the County. In the event the Employee is terminated because of his conviction of any felony or conviction of any misdemeanor involving moral turpitude which shall reflect adversely upon the County, then, in that event, the County shall have no obligation to pay any severance designated in this Paragraph.

B. In the event that the County, at any time during the employment term, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all County employees; or, in the event the County refuses, following written notice, to comply with any other provision benefitting the Employee herein, or the Employee resigns following a formal suggestion, by the Board of County Commissioners that he resign, then, the Employee may at his option be deemed to be "terminated" at the date of such action and the provisions of Paragraph A above, shall take effect.

C. In the event the Employee voluntarily resigns his position with the County other than as anticipated in Paragraph B above, before the expiration of the aforesaid term of employment, then severance pay, as stipulated in paragraph A above, shall be at the discretion of the Board of County Commissioners. The Employee shall give the County at least thirty (30) days' notice in advance unless such notice is waived at the discretion of the Board of County Commissioners. In the event of such voluntary resignation, the Employee

shall be entitled to all accrued annual leave pursuant to policy and Section 7, Paragraph B, of this agreement.

4. SALARY:

A. The County agrees to pay the Employee for services rendered pursuant to this Agreement an annual base salary of One Hundred Sixty-Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$168,750.00), effective the next pay period, payable at the same time and intervals as other employees of the County are paid. After a satisfactory evaluation, the Employee's salary will increase in the same manner as other non-represented employees effective October 2020. Thereafter, unless otherwise determined by the Board of County Commissioners, the Employee shall receive pay increases in a manner like all other non-represented county employees, including, but not limited to, any pay and classification studies conducted and implemented by the Board of County Commissioners.

B. At the discretion of the County, increases above any across-the-board increase to all non-represented employees may be approved either as an increase in base salary or alternatively as a lump sum performance bonus.

C. It is hereby also acknowledged and agreed that, during the continuance of this Agreement, the Employee shall be entitled to a monthly car allowance in the amount of Four Hundred Dollars and Zero Cents (\$400.00) (the "Car Allowance") payable twice a month in installments of Two Hundred Dollars (\$200.00); with the further acknowledgment that, in the event that this Agreement is terminated, the Car Allowance shall be maintained by the County up to the Termination Date.

5. PROFESSIONAL DEVELOPMENT:

Subject to State law, and prior approval of the Board of County Commissioners, County hereby agrees to budget and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue official functions of the County, including but not limited to short courses and seminars, and the attendance of the Employee at Annual Conferences of the International City Management Association (ICMA), National Association of Counties (NACo), Florida City and County Manager's Association (FCCMA), and the Florida Association of Counties (FAC).

6. RETIREMENT:

A. The Employee shall be entitled to retirement under the Florida State Retirement System. The Employee shall participate in the Senior Management Class of the Florida Retirement System or the highest legally appropriate retirement class pursuant to FRS regulations.

B. In addition, the Employer agrees to make a contribution of the Employee's Base Salary into a qualified Deferred Compensation Account each year based on the following schedule. The contribution shall be accomplished through pro rata payments made each regular pay period. The County shall contribute 3% of Employee's Base Salary into the Deferred Compensation Account. Participation shall be subject to all applicable Deferred Compensation laws.

7. PAID TIME OFF:

A. During the Employee's employment hereunder, the Employee shall accrue paid time off ("PTO") at the maximum rate available to non-represented employees. The

Employee shall not take leave in increments exceeding ten (10) consecutive days at any one time without written approval of the Chair of the Board of County Commissioners.

B. The Employee may carry over, and upon termination, cash out a maximum of ninety (90) days of PTO at the rate of one-hundred percent (100%).

8. INSURANCE COVERAGE:

A. During the Employee's employment hereunder, the Employee shall be permitted to participate in all insurance plans and programs of the County, including improvements or modifications of the same, which are now, or may hereafter be, available to other employees of the County. The County shall not, however, by reason of this provision, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to other County employees generally.

B. The County shall furnish and provide the Employee with insurance protection including comprehensive general liability, errors and omissions coverage and public official liability coverage applicable to all authorized acts of the Employee arising out of his employment. In addition, the County agrees to pay for the costs of defense of the Employee arising out of any suits connected with his employment and any settlements thereof unless it is found the Employee was acting in gross negligence or with malicious intent.

9. OTHER ITEMS AND CONDITIONS OF EMPLOYMENT:

A. The Board of County Commissioners shall fix any other such terms and conditions of employment as it may determine from time-to-time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other ordinance or law.

B. All provisions of the County's ordinances, policies, and procedures as they now exist or as they may be amended, shall apply to the Employee in addition to those terms outlined in this Agreement. In the event of any conflict between the terms of any ordinance, policy, procedure or this Agreement, then this Agreement shall prevail.

10. GENERAL PROVISIONS:

A. This Agreement constitutes the entire understanding between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and executors of the Employee.

C. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

11. PERFORMANCE EVALUATIONS:

The Board of County Commissioners shall annually review and evaluate the performance of the Employee. Evaluations may be conducted at such other times as the Board of County Commissioners deems appropriate; however, the Employee shall be evaluated at least one hundred twenty (120) days prior to each contract renewal date. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board of County Commissioners and the Employee. Said criteria may be added to or deleted as the Board of County Commissioners may from time to time determine, in consultation with the Employee. Employee shall be provided a written statement of the findings of the Board of County Commissioners in connection with the evaluation.

WHEREFORE, the parties have executed this Agreement the day and year first above written.

ATTEST:



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

for Marguerite S. Battista, D.C.
Doug Chorvat
CLERK OF CIRCUIT COURT

By: [Signature] 5-28-19
Jeff Holcomb, Chairman Date

ATTEST:

Tina R. Auer
Witness

By: [Signature] 5-28-19
Jeffrey Rogers Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office