

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of November, 17 , by and between DESOTO COUNTY, a political subdivision of the State of Florida, acting by and through the DeSoto County Board of County Commissioners, 201 E. Oak Street, Arcadia, Florida 34266, hereinafter referred to as (Employer), and Chad Jorgensen hereinafter referred to as (Employee).

1. EMPLOYMENT

The Employer hereby employs, engages and hires the Employee as the Public Safety Director. Employee is an "at will" employee and as such works at the pleasure of the County Administrator.

2. BEST EFFORTS OF EMPLOYEE

Employee agrees that he/she will at all times faithfully, industriously, and to the best of his or her ability, experience and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms of the Agreement to the reasonable satisfaction of Employer.

3. TERM OF EMPLOYMENT

a. The term of this Agreement commences on November 14th, 2017. Employee agrees to remain in the exclusive employ of DeSoto County, and to neither accept nor to become employed by any other employer while serving DeSoto County, except as may otherwise be approved by the County Administrator.

b. Employee's service shall be reviewed by the County Administrator in accordance with the Personnel Policies of DeSoto County.

c. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employer to evaluate the performance of the Employee at any time, and to continue or terminate the service of the Employee at any time.

4. COMPENSATION AND BENEFITS

a. Employer agrees to pay Employee for his/her services rendered pursuant hereto an annual salary of \$82,500.00, payable weekly at the same time other employees of Employer are paid.

b. Employee is entitled to the following benefits as part of his/her employment with DeSoto County.

1. Medical: In lieu of coverage, county will compensate up to, but not to exceed the employer contribution for family medical coverage paid by the County, effective per current Health Plan wait period.
2. Vacation:
 - Seven (7) days the first year;
 - Ten (1 0) days beginning the second year through the fifth year;
 - Fifteen (15) days beginning the sixth year through the tenth year; and
 - Twenty (20) days the beginning of the eleventh year.
3. Sick Leave: Two (2) hours per week.
4. Retirement – Not eligible for membership in the Florida Retirement System; Eligible to participate in an alternative retirement program in which the county will contribute an amount equal to the employer’s contributions in the Florida Retirement System.
5. Pay Increases:
 - Cost of living increases or any other pay increases that are approved by the Board and apply to all County employees;

- Merit increases at the discretion of the Administrator within budgeted amounts, not to exceed 10% per year.

6. Workers Compensation, FICA (Employer Matching), Unemployment Compensation and a Retirement Alternative Plan (Employer Contribution) will all be paid by the County.

5. PROFESSIONAL DEVELOPMENT

- a. The County may pay for Employee's annual membership cost for up to two (2) professional organizations.

- b. The County will pay for the cost of out of County travel when traveling on County business which includes attendance at conferences, seminars, etc., which are for professional development.

6. SEVERANCE

- a. In the event Employee voluntarily resigns his/her position, Employee shall not be entitled to severance pay. However, Employee shall receive accumulated annual leave and fifty percent (50%) of his/her accumulated sick leave up to a maximum of two hundred (200) hours.

- b. If Employee is asked to resign or is terminated, he/she will receive thirty (30) working days of severance pay in addition to all accumulated annual leave and fifty percent (50%) of unused sick leave up to a maximum of two hundred (200) hours.

- c. If Employee retires, he/she will receive all accumulated annual leave and fifty percent (50%) of accumulated sick leave up to a maximum of two hundred (200) hours.

- d. If employee is convicted of a crime, he/she will be terminated, no severance benefits will be paid and all accumulated annual and sick leave will be forfeited.

7. NOTICE OF RESIGNATION

Employee is required to provide the County Administrator with sixty (60) days written notice of resignation. The County Administrator may accept less notice time if it is determined that less notice would not adversely affect the County. However, if Employee fails to provide the required sixty days notice and the Administrator does not accept less than the sixty days notice, the Employee will not be entitled to receive any severance or accumulated leave benefits, but shall receive a final pay check.

8. BENEFITS IN CASE OF EXTENDED ILLNESS

In addition to being eligible for the County Sick Leave Sharing, the County Administrator may propose to the Board extension of benefits for Employee for a specified period of time. The recommendation will list the specific benefits requested and the time frame for the request.

9. EMPLOYMENT STATUS

In addition to the fact that the Employee works at the pleasure of the County Administrator and is an "at will" employee, the Administrator may elect to place Employee on a leave with pay or without pay for a specified period of time. If Employee is placed on leave with pay status, he/she will continue to receive all benefits and pay as they were prior to being placed on the leave with pay status. If Employee is placed on a leave without pay status, he/she will continue to receive all benefits he/she received prior to his/her status change with the exception of being paid.

10. MODIFICATION OF POLICY

If the Board modifies the Employment Policy Affecting Director Positions, Employee agrees that this contract is subject to and shall be amended to conform to such modifications.

11. INDEMNIFICATION

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he/she is named in his/her capacity as the Public Safety Director as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his/her duties or function, unless he/she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his/her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Employer shall have the right to settle and compromise claims brought against Employee in his/her official capacity.

12. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in DeSoto County, Florida.

13. EXTENT OF AGREEMENT

This Agreement represents the entire integrated agreement between the Employer and Employee and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, changed or cancelled by a duly executed written instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
County Administrator

By: _____
Chairman

WITNESSES:

EMPLOYEE

Print Name: _____

Chad Jorgensen

Print Name: _____