

EMPLOYMENT AGREEMENT

This is an agreement entered into this 9 day of May, 2011 between Walton County, Florida (the County) and Gregory A. Kisela (County Administrator) to provide for the employment of Gregory A. Kisela as County Administrator of Walton County, Florida, and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this agreement, Walton County, Florida and Gregory A. Kisela agree as follows:

Section 1. Duties

The County Commission employs Gregory A. Kisela as County Administrator of Walton County, Florida, to perform the functions and duties as specified and to perform such other legally permissible and proper duties and functions as the County Commission shall from time to time assign beginning upon the County Administrator's first day of work at the County which will be June 21, 2011.

Section 2. Termination by the County and Severance Pay

A. The County Administrator shall serve at the pleasure of the County Commission, and the County Commission may terminate this Agreement and the County Administrator's employment at any time, for any reason or for no reason.

B. Should the County Commission terminate the services of the County Administrator "without cause," then within ten (10) business days following the termination, the County shall pay the County Administrator any accrued and unpaid salary and benefits earned including vacation time. Within forty-five (45) calendar days of termination "without cause," the County shall pay the County Administrator a lump sum severance pay equal to six (6) months salary as full and complete payment and satisfaction of any claims of the County Administrator of whatsoever nature deriving out of this Agreement or otherwise. Severance pay shall not be construed as compensation for services performed and severance payment will not include retirement contribution.

C. In the event the County Administrator is terminated for just cause, the County shall have no obligation to pay the amounts outlined in Section 2, Paragraph B of this agreement. For purposes of this agreement, just cause is defined and limited for purposes of this agreement to any of the following:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of his County duties and responsibilities.
- 2) Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld.
- 3) Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

- 4) Violation of any substantive County policy, rule, or regulation, which would subject any other County employee to termination.
- 5) The commission of any fraudulent act against the interest of the County.
- 6) The commission of any act which involves moral turpitude, or which causes the County disrepute.
- 7) Violation of the International City/County Management Association Code of Ethics; or, failure to perform any of the duties of the County Administrator.
- 8) Any other act of a similar nature of the same or greater seriousness.

D. In the event the Commission, at any time during the employment Term, reduces the salary or other benefits of the County Administrator, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time County employees, or in the event the County allegedly refuses to comply with any other substantive provision of this Agreement benefiting the County Administrator, the County Administrator shall notify the Commission in writing of the alleged violation. The Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the County Administrator may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 3. Termination by the County Administrator

The County Administrator may terminate this agreement at any time by delivering to the Chairman and members of the County Commission a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the County Administrator terminates this Agreement, then the provisions of Section 2, Paragraph B above, shall not apply. If the County Administrator voluntarily resigns pursuant to this Section, the County shall pay to the County Administrator all accrued compensation due Employee up to Employee's final day of employment, including any accrued vacation time. The County shall have no further financial obligation to the County Administrator pursuant to this Agreement. This subsection shall not prevent the County Administrator from collecting any money earned as a result of participation in the County's deferred retirement program.

Section 4. Salary

A. The County agrees to pay the County Administrator for his services under this agreement an annual base salary of \$132,500 payable in installments at the same time as other County employees are paid.

B. The County agrees to increase said base salary and/or other benefits of the County Administrator in such amounts and to such an extent as the County Commission may determine desirable on the basis of an annual performance evaluation of the County Administrator. Such evaluation shall be in such form as the Commission deems appropriate and shall be made each year in accordance with procedures established by County Commission for the duration of this agreement. Nothing in this paragraph shall require the County to increase the base salary or other

benefits of the County Administrator. Failure to conduct an annual evaluation shall not constitute a material breach of this contract.

Section 5. Automobile Provided

- A. The County Administrator is required to be on call for twenty-four hour service and therefore, the County shall provide a vehicle for use by the County Administrator.

Section 6. Dues and Subscriptions

The County agrees to pay County Administrator's professional dues for membership in the International City and County Management Association, and the Florida City and County Management Association. The County shall pay other dues and subscriptions on behalf of County Administrator as are approved in the County's annual budget (on a line item basis) or as authorized separately by the County Commission.

Section 7. Vacation and Sick Leave

County Administrator shall be entitled to eighteen (18) days of vacation annually. County Administrator shall also accrue sick leave consistent with the County's sick leave policy.

Section 8. Insurance

The County agrees to pay 100% of the premium for health insurance for the County Administrator. Life and disability insurance coverage and premiums for such shall be in an amount equal to that provided all other general non-bargaining unit employees of the County, with such coverage to become effective upon the County Administrator the first of the month following 30 days of employment.

Section 9. Retirement.

The County agrees to pay the County Administrator on an annual basis a retirement benefit in an amount equal to fourteen point five seven percent (14.57%) of his salary. This will go into an approved 401A qualified deferred retirement program (such as the International City/County Management Association Retirement Corporation) or into the Florida Retirement System, selected by the County Administrator. The County's contribution shall not exceed the monetary limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as other retirement benefits are paid for other employees of the County.

Section 10. Relocation

The County Administrator is required to establish residency within the corporate limits within six months of employment and to maintain residence within the County throughout the term of this agreement.

Section 11. Code of Ethics

Inasmuch as the County Administrator is an active, full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the County Administrator's conduct and actions as County Administrator of the County.

Section 12. Attorney's Fees

If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith.

Section 13. Other Terms and Conditions

A. 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 not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the County Administrator.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in Walton County, Florida.

F. Upon County Administrator's death, the County's obligations under this Agreement shall terminate except for:

- 1) Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
- 2) Payment of accrued leave balances in accordance with this Agreement;
- 3) Payment of all outstanding hospitalization, medical and dental bills in accordance with County's insurance policies or plans; and
- 4) Payment of all life insurance benefits in accordance with the County's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.



Gregory A. Kisela, County Administrator



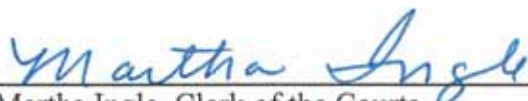
Larry Jones, Chairman

APPROVED AS TO FORM:



Lynn Hoshihara, County Attorney

ATTEST:



Martha Ingle, Clerk of the Courts