

DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of this 15th day of August, 2023, by and between William K. DeBraal as the Indian River County, Florida County Attorney, Florida, (hereafter "COUNTY ATTORNEY") and Susan J. Prado (hereafter "DEPUTY ATTORNEY").

SECTION 1. EMPLOYMENT

The COUNTY ATTORNEY hereby employs the DEPUTY ATTORNEY as an employee of Indian River County, Florida ("County") as County Attorney for a period of three (3) years, effective July 31, 2023.

SECTION 2. DEPUTY COUNTY ATTORNEY'S DUTIES

The DEPUTY ATTORNEY shall devote full time and attention to the practice of law on behalf of County. The DEPUTY ATTORNEY shall not engage in the compensated practice of law except as an employee of County, unless 1) authorized by the COUNTY ATTORNEY to do so.

SECTION 3. ETHICS OF THE DEPUTY ATTORNEY

The DEPUTY ATTORNEY shall abide by and perform all assigned duties in accordance with the Rules Regulating The Florida Bar, as established and amended from time to time by the Supreme Court of Florida (including, without limitation, the Rules of Professional Conduct) and all other ethical standards set forth in applicable laws, regulations, county ordinances and rules of court.

SECTION 4. ANNUAL COMPENSATION

Beginning July 31, 2023, for all services rendered by DEPUTY ATTORNEY, DEPUTY ATTORNEY shall be paid an annual salary of \$123,500 (one hundred twenty three thousand, five hundred dollars) ("Salary"), payable in twenty-six (26) bi-weekly installments of \$4,750, as adjusted for required deductions. DEPUTY ATTORNEY's Salary shall be increased by any general or cost-of-living increases granted to other full-time, non-contract employees of the County. DEPUTY ATTORNEY shall be deemed to be an exempt employee for the purposes of the Fair Labor Standards Act. DEPUTY ATTORNEY shall be eligible for a one time pay increase of 3-5% following successful completion of a six-month probation period ending January 31, 2024, and on each anniversary thereafter, a progression pay increase annually as provided in Indian River County Administrative Policy Manual section AM – 304.1(5). In addition to Salary, DEPUTY ATTORNEY shall be entitled to a car allowance in the standard amount for senior County employees receiving a car allowance.

SECTION 5. INDIAN RIVER COUNTY ADMINISTRATIVE MANUAL

Except as set forth herein, DEPUTY ATTORNEY shall be subject to and entitled to the same rights, responsibilities and benefits as other exempt County employees, as set forth in the Indian River County Administrative Manual, as applied from time to time ("Manual"); provided, however, that DEPUTY ATTORNEY shall not be subject to Policy AM-807.1 (Disciplinary Procedure) and Policy AM-807.2 (Offenses/ Disciplinary Pattern). In exchange for giving up the rights set forth in Policy AM-807.1 and Policy AM-807.2 DEPUTY ATTORNEY shall be entitled to severance rights as set forth in Section 10 below. In determining accrued paid vacation leave, DEPUTY ATTORNEY shall receive service credit on a year for year basis inclusive of the prior three years of service as an attorney for the state of Florida Guardian ad Litem Program.

SECTION 6. ADDITIONAL BENEFITS

In addition, County shall pay for DEPUTY ATTORNEY's continuing legal education, as necessary to maintain membership in The Florida Bar. The term "continuing legal education" includes program fees, travel, lodging, and per diem expenses. County shall pay DEPUTY ATTORNEY's Florida Bar dues, relevant Florida Bar section fees, Florida Association of County Attorneys dues, and Indian River County Bar Association dues. DEPUTY ATTORNEY shall be included in the Senior Management Class of the Florida Retirement System.

SECTION 7. NATURE OF EMPLOYMENT

DEPUTY ATTORNEY acquires no property rights in employment as described in Policy AM-807.01, but has only the contractual rights set forth or incorporated by reference in this employment agreement.

SECTION 8. TERM

This employment agreement is for three (3) years from the commencement date written above. The agreement is not continuing in nature and must be renewed. DEPUTY ATTORNEY shall schedule the renewal of her employment agreement as an item for consideration by the COUNTY ATTORNEY at a meeting to be held no later than 30 days prior to expiration of the then-existing term of the agreement.

SECTION 9. TERMINATION

This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice delivered to the other party. At COUNTY ATTORNEY's option, County may pay sixty (60) days Salary in lieu of notice.

SECTION 10. SEVERANCE

In the event that the COUNTY ATTORNEY either (i) terminates this Agreement without cause, or (ii) fails without cause to renew this Agreement on terms equally favorable to

DEPUTY ATTORNEY, County shall pay DEPUTY ATTORNEY a severance amount equal to one (1) month of Salary for each completed two (2) years of employment, capped at four (4) months of Salary, less required deductions ("Cap Amount"); provided, however, that if applicable law does not allow payment of said amount, then County shall pay DEPUTY ATTORNEY the maximum amount which is allowed by applicable law up to the Cap Amount.

For the purposes of this Agreement, the term "cause" shall mean any of the following: (i) material breach of this contract, (ii) serious breach of a County policy or ordinance, (iii) violation of any state or federal law reflecting a serious lack of honesty, character or integrity, or (iv) any other serious misconduct adversely impacting the County or its operations or reputation. In the event that a determination of cause depends solely on the outcome of pending disciplinary, criminal or other such proceedings, County may defer its decision on whether to pay severance until completion of such proceedings.

Regardless of whether a termination or failure to renew is with or without cause, DEPUTY ATTORNEY shall be paid accrued annual vacation and sick leave in accordance with the Manual; provided, however, that to the extent that DEPUTY ATTORNEY was employed under a prior employment agreement which provided that DEPUTY ATTORNEY would be paid "in full" for such accrued DEPUTY leave, ATTORNEY shall be paid in full for such leave during the period of time that DEPUTY ATTORNEY worked under such prior employment agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed at Vero Beach, Florida, on the date set forth below.

DEPUTY COUNTY ATTORNEY

By: _____

Susan J. Prado

Date approved: August 15, 2023

COUNTY ATTORNEY

William K. DeBraal

