

ASSISTANT COUNTY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of this ____ day of October 2024, by and between Jennifer W. Shuler as the County Attorney for Indian River County, Florida, (hereafter “COUNTY ATTORNEY”) and Christopher A. Hicks (hereafter “ASSISTANT ATTORNEY”).

SECTION 1. EMPLOYMENT

The COUNTY ATTORNEY hereby employs the ASSISTANT ATTORNEY as an employee of Indian River County, Florida (“County”) for a period of three (3) years, effective July 8, 2024.

SECTION 2. ASSISTANT COUNTY ATTORNEY’S DUTIES

The ASSISTANT ATTORNEY shall devote full time and attention to the practice of law on behalf of County. The ASSISTANT ATTORNEY shall not engage in the compensated practice of law except as an employee of County, unless authorized by the COUNTY ATTORNEY to do so. ASSISTANT ATTORNEY shall be permitted to close out any open cases or other legal matters pending because of ceasing his private practice. ASSISTANT ATTORNEY shall receive three days of annual leave upon the signing of this Agreement to use to conclude any cases left over from his private practice.

SECTION 3. ETHICS OF THE ASSISTANT ATTORNEY

The ASSISTANT 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 8, 2024, for all services rendered by ASSISTANT ATTORNEY, ASSISTANT ATTORNEY shall be paid an annual salary of \$122,500.04 (one hundred twenty-two thousand, five hundred dollars and four cents) (“Salary”), payable in twenty-six (26) bi-weekly installments of \$4,711.54, as adjusted for required deductions. ASSISTANT 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. ASSISTANT ATTORNEY shall be deemed to be an exempt employee for the purposes of the Fair Labor Standards Act. ASSISTANT ATTORNEY shall be eligible for a one time pay increase of 5% following successful completion of a six-month probation period ending January 7, 2025, and on each anniversary thereafter, a progression pay increase annually as provided in the Indian River Policy Manual section AM – 304.1(5).

SECTION 5. INDIAN RIVER COUNTY ADMINISTRATIVE MANUAL

Except as set forth herein, ASSISTANT 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 ASSISTANT 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 ASSISTANT ATTORNEY shall be entitled to severance rights as set forth in Section 10 below.

SECTION 6. ADDITIONAL BENEFITS

In addition, County shall pay for ASSISTANT 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 ASSISTANT ATTORNEY's Florida Bar dues, relevant Florida Bar section fees, Florida Association of County Attorneys dues, and Indian River County Bar Association dues. ASSISTANT ATTORNEY shall be included in the Regular Class of the Florida Retirement System.

SECTION 7. NATURE OF EMPLOYMENT

ASSISTANT 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. ASSISTANT ATTORNEY shall schedule the renewal of his 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 ASSISTANT ATTORNEY, County shall pay ASSISTANT 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 ASSISTANT 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, ASSISTANT ATTORNEY shall be paid accrued annual vacation and sick leave in accordance with the Manual; provided, however, that to the extent that ASSISTANT ATTORNEY was employed under a prior employment agreement which provided that ASSISTANT ATTORNEY would be paid "in full" for such accrued ASSISTANT leave, ATTORNEY shall be paid in full for such leave during the period of time that ASSISTANT 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.

ASSISTANT COUNTY ATTORNEY

By: _____
Christopher A. Hicks

Date approved: October ____, 2024

COUNTY ATTORNEY

Jennifer W. Shuler