

DEPUTY COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement is made this 20th day of June, 2023 by and between John A. Titkanich, Jr., in his capacity as County Administrator for Indian River County, Florida, (hereafter "ADMINISTRATOR") and Michael C. Zito (hereafter "DEPUTY").

SECTION 1. EMPLOYMENT

ADMINISTRATOR hereby employs DEPUTY as an employee of Indian River County, Florida ("County") as Deputy County Administrator for a period of three-years commencing on the effective date of June 2nd, 2023.

SECTION 2. DEPUTY'S DUTIES

DEPUTY shall devote full time and attention to his duties on behalf of County. DEPUTY shall not engage in compensated work except as an employee of County, unless authorized by ADMINISTRATOR to do so.

ADMINISTRATOR shall determine the specific duties to be assigned to DEPUTY. DEPUTY shall perform such duties in a diligent, competent and professional manner to the reasonable satisfaction of ADMINISTRATOR.

SECTION 3. ETHICS OF DEPUTY

DEPUTY shall abide by and perform all assigned duties in accordance with the ethical standards set forth in State law and County ordinances, regulations and policies.

SECTION 4. ANNUAL COMPENSATION

Upon the effective date of this Agreement, DEPUTY shall be paid an annual salary \$186,322.41 ("Salary"), payable in 26 bi-weekly installments of \$7,166.25, as adjusted for required deductions. DEPUTY'S salary shall be increased by any general wage increase granted other County employees for the duration of this Agreement. Additionally, DEPUTY shall be eligible to receive an Anniversary increase in years two and three of this Agreement subject to the sole discretion of the County Administrator. DEPUTY shall receive a car allowance in an amount equivalent to that granted to other County employees receiving car allowances. DEPUTY shall be deemed to be an exempt employee for the purposes of the Fair Labor Standards Act.

SECTION 5. INDIAN RIVER COUNTY ADMINISTRATIVE MANUAL

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

SECTION 6. ADDITIONAL BENEFITS

In addition, County shall pay for DEPUTY'S continuing legal education, as necessary to maintain membership in The Florida Bar and deemed relevant or appropriate by ADMINISTRATOR. The term "continuing legal education" includes program fees, travel, lodging, and per diem expenses. County shall pay DEPUTY'S Florida Bar dues, relevant Florida Bar section fees, and Indian River County Bar Association dues. DEPUTY shall be available by cell phone; County shall pay a cell phone stipend of \$85.00 per month to DEPUTY. DEPUTY shall accrue vacation leave at the same rate as all other full-time county employees hired prior to October 1, 2011. DEPUTY shall be included in the Senior Management Class of the Florida Retirement System.

SECTION 7. NATURE OF EMPLOYMENT

DEPUTY 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, commencing June 2, 2023 is for three-years from the effective date written above and shall be retroactively applied. The agreement is not continuing in nature and must be renewed upon its natural expiration basis. ADMINISTRATOR and DEPUTY shall meet and attempt in good faith to resolve all renewal issues no later than 30 days prior to completion of the agreement term; provided, however, that failure to do so shall not result in an extension or renewal of this agreement.

SECTION 9. TERMINATION

This agreement may be terminated with or without cause by either party upon 60 days written notice delivered to the other party. At ADMINISTRATOR'S option, County may pay 60 days Salary in lieu of notice.

SECTION 10. SEVERANCE

In the event that ADMINISTRATOR either (i) terminates this agreement without cause, or (ii) fails without cause to renew this agreement on terms equally favorable to DEPUTY, County shall pay DEPUTY a severance amount equal to 1 month of Salary for each completed 2 years of employment, capped at 4 months of Salary, less required deductions.

For the purposes of his 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 shall be paid accrued sick leave in accordance with the Manual; provided, however, that DEPUTY was employed under a prior employment agreement which provided that DEPUTY would be paid "in full" for accrued sick leave. DEPUTY shall be paid in full for sick leave which accrued during the period of time that DEPUTY worked under the prior employment agreement up to a maximum of 308 hours. DEPUTY shall be paid accrued vacation leave in accordance with the Manual in effect at the time of termination or failure to renew.

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

COUNTY ADMINISTRATOR

John A. Titkanich, Jr.

Date: _____

DEPUTY COUNTY ADMINISTRATOR

Michael C. Zito

Date: _____

Approved as to legal form and sufficiency:

Dylan Reingold, County Attorney