

**EMPLOYMENT AGREEMENT
BETWEEN
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
JOHN TITKANICH**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of March 21, 2023, by and between the Board of County Commissioners of Indian River County, a political subdivision of the State of Florida ("Board") and John Titkanich ("County Administrator").

WHEREAS, the Board desires to employ the County Administrator, and the County Administrator desires to accept such employment, as the County Administrator for Indian River County, Florida ("County"), in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties agree, as follows:

1. Recitals. The above recital is true and correct, and is incorporated herein.

2. Employment. The Board hereby employs the County Administrator, and the County Administrator hereby accepts such employment, as the County Administrator for County for a term of three years commencing April 17, 2023 ("Commencement Date"). Such employment shall be full-time and exclusive; the County Administrator shall not perform compensated work for any other person or entity, without the approval of the Board.

3. Duties. The County Administrator shall be responsible for the administration of all departments responsible to the Board, except the County Attorney and the County Attorney's staff. The County Administrator shall also be responsible for the proper administration of all affairs under the jurisdiction of the Board. The County Administrator's authority and duty shall include, but is not limited to, the powers and duties as found in section 101.05 of the Indian River County Code of Ordinances and section 125.74, Florida Statutes. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board.

4. Ethics. County Administrator shall abide by and perform all assigned duties in accordance with the ethical standards applicable to public officers, and all other applicable federal, state and county laws, regulations and ordinances. County Administrator shall immediately notify the Board within three days of contact when an information has been filed by a prosecuting official against him, when indicated by a Grand Jury, or when arrested, for any offense or violation of law. The Board shall determine if it is in the best interests of the County to:

- a) Retain County Administrator in his regular position pending court disposition;
- b) Place County Administrator on leave with or without pay until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or

c) Initiate disciplinary action up to and including termination.

In the event that County Administrator pleads nolo contendere or guilty, or is found guilty or any job related offense or any offense that would adversely impact the County or the employment status of the County Administrator, or which would tend to affect the County Administrator's relationship to the job or fellow workers, or negatively reflect on the reputation of the County, County Administrator may be terminated from employment, without severance or compensation per Section 10 of this Agreement. If the County Administrator pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

5. Annual Compensation. For all services rendered by the County Administrator, County Administrator shall be paid an annual salary of \$205,000.00 payable in 26 bi-weekly payments of \$7,884.62, adjusted for required deductions. In addition to salary, County Administrator's compensation includes a car allowance in the amount equivalent to that granted to employees eligible for car allowances, which is currently \$4,200, paid biweekly. County Administrator's salary shall be increased by any general wage increase granted other regular non-contract County employees.

6. Additional Benefits. County provides employees with a number of benefits that are set forth in the Indian River County Administrative Policy Manual. These rights and benefits are available to County Administrator on the same terms and conditions that they are available to a full-time, regular non-contract employee; provided, however, specific terms of this Agreement shall control and govern if there is a conflict with benefits and rights afforded under the Indian River County Administrative Policy Manual.

County shall pay all professional dues, continuing education, subscriptions, and certification fees for County Administrator, in accordance with the usual and customary practice of local governments in Florida. Memberships and certifications will include ICMA (Credentialed Manager), Florida Association of County Managers, Florida City County Management Association and the American Planning Association - American Institute of Certified Planners. The term continuing education includes travel, lodging, and per diem expenses.

The County Administrator will be included in the "Senior Management Service Class" of the Florida Retirement System and the County Administrator and the County will contribute the statutory amount as established for participation in the Florida Retirement System. County agrees to make a matching contribution into a County approved deferred compensation program. The matching contribution will not exceed a 5% matching contribution based on the annual salary in effect at the time as set forth in Section 5 of the Agreement. The total of all contributions will not exceed the maximum contribution allowable by law. The County contributions will be made with each pay period the County Administrator elects to contribute to the deferred compensation program.

County Administrator shall receive twenty days of vacation annually, beginning on the Commencement Date of the Agreement, and annually on the month of the Commencement Date anniversary. The maximum accrual of vacation hours will be consistent with the maximum

hours set forth in the Administrative Policy Manual. The payout of vacation leave upon separation of employment will be as set forth in the Administrative Policy Manual.

The County Administrator will accrue sick leave in accordance with the sick leave policy set forth in the Administrative Policy Manual. The payout of sick leave upon separation of employment will be as set forth in the Administrative Policy Manual.

County Administrator will be eligible for participation in the group benefit program in the same manner offered to all full-time, regular non-contract eligible employees.

County will provide the County Administrator a County cell phone or cell phone stipend as set forth in the Administrative Policy Manual.

7. Residency. The County Administrator shall become a resident of Indian River County by December 31, 2023 or within 60 days of issuance of a certificate of occupancy for County Administrator's currently owned property, whichever is earlier. County Administrator shall maintain residency for the duration of his employment as County Administrator under this Agreement.

8. Term. This Agreement is from the Commencement Date set forth above until April 16, 2026. This Agreement is not continuing in nature. The County Administrator shall schedule the renewal of County Administrator's Agreement as an item for consideration by the Board at a meeting to be held no later than 90 days' prior to expiration of the Agreement.

9. Termination. This Agreement may be terminated by County Administrator at any time and for any reason by resignation with 60 days' written notice, in which case County Administrator will be paid through the last day worked, or by the County, at any time or for any reason, by giving County Administrator notice of termination

A. Termination without Cause. The Board may, at any time whatsoever, terminate the employment of the County Administrator, without cause. Upon such termination, The County Administrator will be entitled to: 1) a severance payment as set forth in Section 10 below; and 2) a lump sum payment at his then-hourly rate of base salary as County Administrator for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Administrative Policy Manual applicable to all other full-time, regular non-contract eligible employees of the County. County Administrator will continue deductions for insurance benefits and pension during the period of severance and County will continue to make applicable insurance and pension contributions during the period of severance.

B. Termination for Cause. The Board may also, for cause, terminate the employment of the County Administrator at any time whatsoever. The County Administrator shall be entitled to a hearing if, within five (5) business days of termination for cause, County Administrator so requests in writing to the County Attorney. In the event the County Administrator's employment is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A above and Section 10. The term "for cause" shall

be deemed to include: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the County; conduct unbecoming a public employee; illegal or habitual drug abuse; arrest; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Code of Ethics for Public Officers and Employees; or as set forth in Section 4 above.

C. Should the County Administrator become permanently disabled or otherwise unable effectively to perform his duties and responsibilities, and/or to exercise his powers as County Administrator as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, Board shall have the right to terminate this Agreement in accordance with provisions of subsection A above.

10. Severance. If County terminates this Agreement at any time without cause, County shall pay County Administrator 20 weeks of severance equal to County Administrator's then salary as set forth in Section 5 in effect at the time of termination.

11. No Property Rights. The County Administrator shall not acquire any property rights in employment or continued employment as a result of this Agreement, but shall obtain only those contractual rights described herein.

12. Interpretation. This Agreement has been submitted to the equal review and scrutiny of both parties, and both parties agree that it fairly and accurately sets forth the terms of their agreement. In any dispute between the parties, the Agreement shall be given a fair and reasonable interpretation, without consideration or weight being given to the fact that it was initially prepared or drafted by any particular party.

13. Severability. Each provision of this Agreement is deemed to be separate and divisible. If any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. Jurisdiction and Venue. Exclusive jurisdiction and venue for any proceedings arising out of or relating to this Agreement shall be in the county or circuit court sitting in Indian River County, Florida.

16. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY OF ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT. ALL SUCH ISSUES SHALL BE RESOLVED BY NON-JURY TRIAL.

17. Amendment. This Agreement may be amended or modified only by subsequent written agreement signed by the County Administrator and the Board.

18. Entire Agreement. This written Agreement constitutes the complete and final agreement of the parties. No prior or contemporaneous statements of the parties shall be binding or effective, unless set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth above.

COUNTY ADMINISTRATOR

John Titkanich

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA**

By:

Joseph H. Earman, Chairman



Date approved by BCC: March 21, 2023

**Approved as to form and
legal sufficiency:**

Dylan Reingold, County Attorney

ATTEST: Jeffrey R. Smith, Clerk of Court
and Comptroller

By: Jeri Collins-Waters
Deputy Clerk