

Indian River County Florida

*Indian River County Administration Complex
1801 27th Street, Building A
Vero Beach, Florida, 32960-3388
www.ircgov.com*



Meeting Minutes - Final

Tuesday, March 21, 2023

12:00 PM

Special Call Meeting

Commission Chambers

Board of County Commissioners

Joseph H. Earman, District 3, Chairman

Susan Adams, District 1, Vice Chairman

Joseph Flescher, District 2

Deryl Loar, District 4

Laura Moss, District 5

Michael C. Zito, Interim County Administrator

Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of the Circuit Court and Comptroller

1. CALL TO ORDER**ROLL CALL**

Present: 5 - Chairman Joe Earman
Vice Chairman Susan Adams
Commissioner Joseph Flescher
Commissioner Deryl Loar
Commissioner Laura Moss

2.A. A MOMENT OF SILENT REFLECTION FOR FIRST RESPONDERS AND MEMBERS OF THE ARMED FORCES**2.B. INVOCATION**

Jeff Smith, Clerk of Court and Comptroller

3. PLEDGE OF ALLEGIANCE

Commissioner Laura Moss

4. ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS

A motion was made by Commissioner Flescher, seconded by Commissioner Moss, to approve the Agenda as presented. The motion carried by the following vote:

Aye: 5 - Chairman Earman, Vice Chairman Adams, Commissioner Flescher, Commissioner Loar, and Commissioner Moss

5. DEPARTMENTAL MATTERS**A. Human Resources****1. [23-0238](#) County Administrator's Contract**

Recommended Action: Staff respectfully requests the BOCC approve the County Administrator Employment Agreement and authorize the Chairman to execute the agreement after review and approval by the County Attorney.

Attachments: [Staff Report](#)
[County Administrator Contract](#)

Human Resources Director Suzanne Boyll presented the negotiated contract for the new County Administrator John Titkanich. She highlighted the provisions of the agreement which included: 1) Three (3) year term with provision for consideration of renewal 90 days prior to expiration; 2) Annual Salary of \$205,000 (adjusted by any general wage increase granted to other regular non-contract County employees); 3) \$4,200 annual car allowance; 4) 20 days of

vacation annually; 5) Participation in the Florida Retirement System Senior Management Class; 6) Matching contribution to deferred compensation of up to 5%; 7) Eligible for other benefits on the same terms and conditions that they are available to full-time, regular non-contract employees; and 8) 20 weeks of severance pay if terminated without cause.

Commissioner Moss sought and received information on the origin of the three (3) year contract term and the previous County Administrator's contract term. She felt the three (3) year contract term was a bit short and should at least be a five (5) year term. In response, County Attorney Dylan Reingold provided an example of former County Administrator Jason Brown's contract which automatically renewed annually and prior to that, County Administrator Joseph Baird's contract was a two (2) year term. He concluded when there was a closed deal contract, a two to three year term was typical. Ms. Boyll concluded there was not one type of contract that fits all and the negotiated contract before the Board ended up being a closed term contract for a three (3) year term.

Commissioner Loar sought and received additional information from Ms. Boyll and County Attorney Reingold on the negotiations and how they came to a salary rate including the five (5) percent matching contribution to deferred compensation. Interim County Administrator Michael Zito explained there were three tiers to the 457 Contribution Plan. Ms. Boyll added as base compensation increased, whatever was the percentage of compensation, the County would match up to five (5) percent, not to exceed the limit set forth for in the 457 Contribution Plan. Commissioner Flescher expressed his concern of the five (5) percent matching contribution and questioned whether any other employee had been offered a built-in package by the County. He felt for transparency purposes, the five (5) percent should be added to Mr. Titkanich's salary and then he could contribute that amount to the plan. Ms. Boyll ensured this particular contribution would be transparent and mentioned Mr. Titkanich's contract terms were open to public records. Mr. Zito stated the way the contract was drafted, it was fully transparent; however, if the contribution was added to salary, the amount would be \$10,250. Chairman Earman indicated that he had no issues with Mr. Titkanich's contract. Commissioner Loar inquired whether Colin Baenziger & Associates assisted with the drafting of the County Administrator's contract. County Attorney Reingold replied that Mr. Titkanich's contract involved parts of contracts from the past merged into the contract that was before the Board. Commissioner Flescher wondered if there would be an objection to contact Mr. Titkanich to see if he would be willing to add the five (5) percent to his salary. A discussion followed between Commissioner Flescher and Vice Chairman Adams on the negotiated term. Commissioner Loar explained the concern being expressed was that there was no other contract in the County with the five (5) percent matching contribution and the unknown that could potentially cost the County more in the

long term. Commissioner Moss felt staff did an excellent job negotiating the contract and hesitated involving Mr. Titkanich at this point because it put the Board in the position of being the negotiator.

A motion was made by Commissioner Moss, seconded by Vice Chairman Adams, to approve staff's recommendation. The motion carried by the following vote:

Aye: 5 - Chairman Earman, Vice Chairman Adams, Commissioner Flescher, Commissioner Loar, and Commissioner Moss

Chairman Earman congratulated Mr. Titkanich and thanked Interim County Administrator Michael Zito, Human Resources Director Suzanne Boyll, and County Attorney Dylan Reingold for a wonderful job keeping him informed on the progress on the negotiations. Mr. Zito sought and received clarification from Chairman Earman that it would be Mr. Titkanich's decision when he would secede from his interim appointment.

6. ADJOURNMENT

There being no further business, the Chairman adjourned the meeting at 12:25 p.m.