

**Personnel
Committee Meeting
November 17, 2023**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT's Personnel Committee Meeting

8:15 a.m., Friday, November 17, 2023

Wyndham Grand Jupiter at Harbourside Place,
122 Soundings Ave.,
Jupiter, Palm Beach County, Florida 33477

Committee Members

**Commissioners Frank Gernert,
Steve Boehning, Lynn Williams, Randy Stapleford, and Buddy Davenport**

Item 1. Call to Order.

Acting Committee Chair Gernert will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Janet Zimmerman will call the roll.

Item 3. Selection of a Committee Chair.

The Personnel Committee should select a Committee Chair.

Item 4. Additions or Deletions.

Any additions or deletions to the committee meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

Item 5. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following the Committee's discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should make an effort to fill out a speaker card or communicate with staff prior to that agenda item.*

Item 6. Personnel Salary Adjustments for FY 2023-2024.

The Committee is requested to consider potential staff salary increases and/or bonuses for FY 2023-2024. The Executive Director recommends that he be given authority to award salary adjustments to staff of 4% COLA and up to 3% based on performance evaluations.

(Please see back up pages 3-9)

RECOMMEND: Approval of a recommendation to the full Board of the personnel salary adjustments for FY 2023-2024.

Item 7. Employment Agreement between FIND Board of Commissioners and Janet Zimmerman for employment as Executive Director.

On November 18, 2022, the FIND Board of Commissioners accepted the notice of retirement and transition plan from Executive Director Mark Crosley with Janet Zimmerman being appointed to assume the position of Executive Director effective upon Mr. Crosley's retirement February 2024. Presented to the Committee for their consideration is an Employment Agreement with Assistant Executive Director Janet Zimmerman for employment as Executive Director effective January 1, 2024.

(Please see back up pages 10-17)

RECOMMEND Approval of a recommendation to the full Board of the Employment Agreement between FIND Board of Commissioners and Janet Zimmerman for the position of Executive Director.

Item 8. Additional Staff Comments.

Item 9. Additional Commissioner Comments.

Item 11. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

FLORIDA INLAND NAVIGATION DISTRICT



To: Commissioners et. al.

From: Janet Zimmerman, Assistant Executive Director

Subject: Cost of Living Adjustments and Merit Raises

Date: November 6, 2023

COMMISSIONERS

T. SPENCER CROWLEY, III

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MIAMI-DADE COUNTY

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VICE-CHAIR

BROWARD COUNTY

STEPHEN W. BOEHNING

TREASURER

INDIAN RIVER COUNTY

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LYNN A. WILLIAMS

NASSAU COUNTY

MARK T. CROSLLEY

EXECUTIVE DIRECTOR

JANET ZIMMERMAN

ASSISTANT EXECUTIVE
DIRECTOR

The Consumer Price Index (CPI) for South Florida area has increased by an averaged 7.8% over the past year, with the cost of shelter, energy, food and transportation leading this increase. The CPI is a calculation of the typical goods and services utilized by a family and is generally a good indicator of the increase (or decrease) in general prices for a household.

The annual inflation rate for the United States was 3.7% for the 12 months ended September, according to U.S. Labor Department data published on Oct. 12, 2023. Cost of Living Adjustments (COLA) for Social Security recipients will increase 3.2% for next year. In general, salary increases averaged between 4.6% and 5.8% for all employee levels, all employer sizes, and all industries. This marks the fourteenth consecutive year of an increasing rate, following a period of suppressed salary growth during and immediately after the 2009 economic recession.

The Public Employers Personnel Information Exchange (PEPIE) Salary Survey, while not exact, affords a reasonable comparison of area salary ranges to existing FIND staff salary ranges for similar employment positions. The survey is published each year in south Florida. Information on current staff salaries and a comparison of positions and their corresponding recent salary ranges for other public area entities will be distributed at the Board meeting. Previous comparisons suggest FIND salaries are competitive for similar positions in the South Florida market.

Last year the Personnel Committee recommended (and the full Board approved) an overall 12% salary increase for staff. The Board also raised the Executive Director's salary by 12%. Ian Eyeington was promoted to Operations Director effective June 2023. Chris Kelley was hired as Deputy Director July 2023. The Executive Director is requesting authority to award a 4% COLA and 3% merit increase for the following positions: Executive Director, Assistant Executive Director, Finance Director, and Office Manager.



Fact Sheet

SOCIAL SECURITY

2024 SOCIAL SECURITY CHANGES

Cost-of-Living Adjustment (COLA):

Based on the increase in the Consumer Price Index (CPI-W) from the third quarter of 2022 through the third quarter of 2023, Social Security and Supplemental Security Income (SSI) beneficiaries will receive a 3.2 percent COLA for 2024. Other important 2024 Social Security information is as follows:

Tax Rate	2023	2024
Employee	7.65%	7.65%
Self-Employed	15.30%	15.30%

NOTE: The 7.65% tax rate is the combined rate for Social Security and Medicare. The Social Security portion (OASDI) is 6.20% on earnings up to the applicable taxable maximum amount (see below). The Medicare portion (HI) is 1.45% on all earnings. Also, as of January 2013, individuals with earned income of more than \$200,000 (\$250,000 for married couples filing jointly) pay an additional 0.9 percent in Medicare taxes. The tax rates shown above do not include the 0.9 percent.

	2023	2024
Maximum Taxable Earnings		
Social Security (OASDI only)	\$160,200	\$168,600
Medicare (HI only)	No Limit	
Quarter of Coverage		
	\$1,640	\$1,730
Retirement Earnings Test Exempt Amounts		
Under full retirement age	\$21,240/yr. (\$1,770/mo.)	\$22,320/yr. (\$1,860/mo.)
NOTE: One dollar in benefits will be withheld for every \$2 in earnings above the limit.		

	2023	2024
The year an individual reaches full retirement age	\$56,520/yr. (\$4,710/mo.)	\$59,520/yr. (\$4,960/mo.)
NOTE: Applies only to earnings for months prior to attaining full retirement age. One dollar in benefits will be withheld for every \$3 in earnings above the limit.		
Beginning the month an individual attains full retirement age	None	

	2023	2024
Social Security Disability Thresholds		
Substantial Gainful Activity (SGA)		
Non-Blind	\$1,470/mo.	\$1,550/mo.
Blind	\$2,460/mo.	\$2,590/mo.
Trial Work Period (TWP)	\$1,050/mo.	\$1,110/mo.
Maximum Social Security Benefit: Worker Retiring at Full Retirement Age		
	\$3,627/mo.	\$3,822/mo.
SSI Federal Payment Standard		
Individual	\$ 914/mo.	\$ 943/mo.
Couple	\$1,371/mo.	\$1,415/mo.
SSI Resource Limits		
Individual	\$2,000	\$2,000
Couple	\$3,000	\$3,000
SSI Student Exclusion		
Monthly limit	\$2,220	\$2,290
Annual limit	\$8,950	\$9,230
Estimated Average Monthly Social Security Benefits Payable in January 2024		
	Before 3.2% COLA	After 3.2% COLA
All Retired Workers	\$1,848	\$1,907
Aged Couple, Both Receiving Benefits	\$2,939	\$3,033
Widowed Mother and Two Children	\$3,540	\$3,653
Aged Widow(er) Alone	\$1,718	\$1,773
Disabled Worker, Spouse and One or More Children	\$2,636	\$2,720
All Disabled Workers	\$1,489	\$1,537

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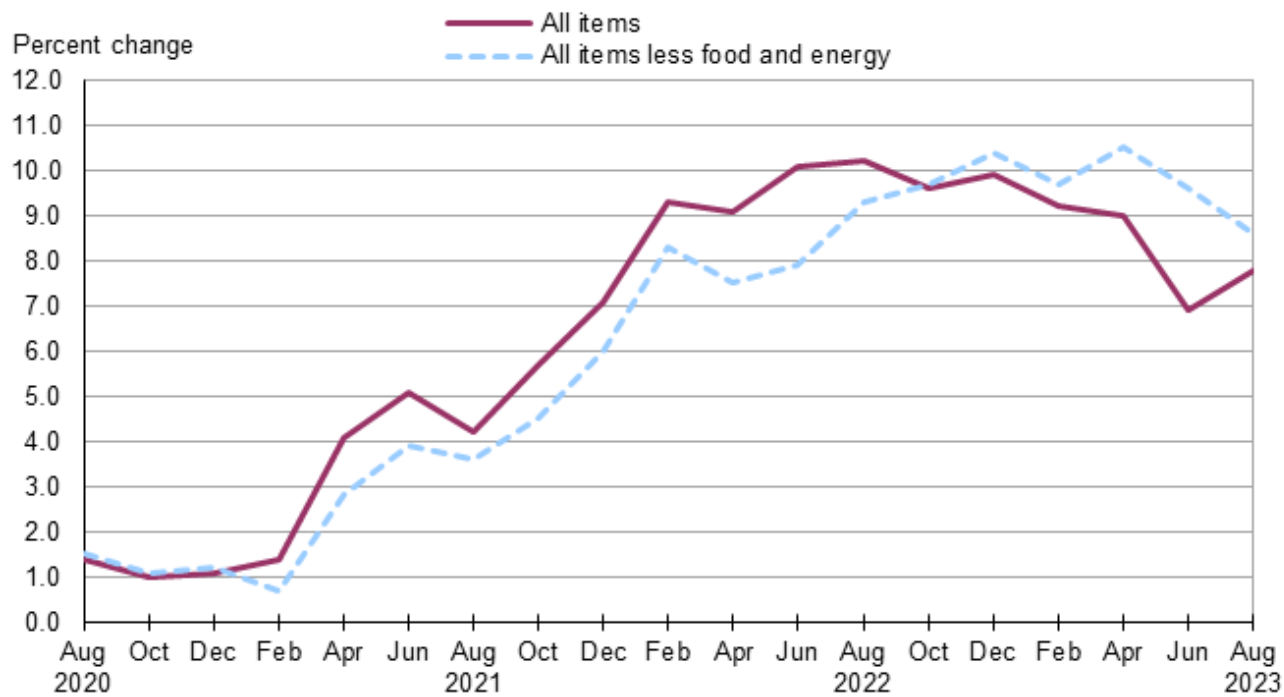
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — August 2023

Area prices up 7.8 percent over the past 12 months

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach rose 1.2 percent from June to August, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Victoria G. Lee noted that the index for all items less food and energy increased 1.1 percent over the bi-monthly period. The energy index and the food index also increased from June to August, up 3.9 percent and 0.5 percent, respectively. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The all items CPI-U increased 7.8 percent for the 12 months ending in August. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 8.6 percent over the year. The indexes for food (+5.6 percent) and energy (+4.3 percent) also increased over the last 12 months. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, August 2020–August 2023



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The food index rose 0.5 percent from June to August, led by a 0.4-percent increase in the food at home index. Four of the six major grocery store food group indexes increased over the month, including a 2.9-percent increase in nonalcoholic beverages and beverage materials. The index for food away from home rose 0.5 percent over the bi-monthly period.

The food index increased 5.6 percent for the 12 months ending in August, led by a 4.6-percent increase in the food at home index as all six major grocery store food groups indexes increased. The food away from home index also continued to increase over the past year, up 7.9 percent.

Energy

The energy index rose 3.9 percent from June to August, primarily due to a 9.9-percent increase in the gasoline index. In contrast, the electricity and natural gas indexes declined over the two-month period, down 2.5 percent and 0.5 percent, respectively.

The energy index increased 4.3 percent for the 12 months ending in August, led by a 12.2-percent increase in the electricity index. The gasoline index edged up 0.2 percent over the past year, while the index for natural gas increased 9.1 percent.

All items less food and energy

The index for all items less food and energy rose 1.1 percent from June to August, led by a 1.3-percent increase in the shelter index. Within shelter, owners’ equivalent rent increased 1.4 percent over the bi-monthly period and rent of primary residence increased 1.3 percent.

The index for all items less food and energy advanced 8.6 percent for the 12 months ending in August. Shelter (+14.3 percent) was the largest contributor as owners’ equivalent (+14.3 percent) and rent of primary residence (+15.3 percent) continued to increase over the past year.

Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	1.0	1.2	0.4	1.4	0.8	1.4	2.8	9.3	2.1	9.2
April	0.8	2.2	-1.0	-0.5	1.6	4.1	1.5	9.1	1.4	9.0
June	-0.5	1.2	0.7	0.7	1.6	5.1	2.5	10.1	0.5	6.9

News Release Information

23-1999-ATL
Wednesday, September 13, 2023

Contacts

Technical information:
(404) 893-4222
BLInfoAtlanta@bls.gov
www.bls.gov/regions/southeast

Media contact:
(404) 893-4220

Related Links

[CPI Charts](#) | [Southeast CPI Card](#)

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
August	0.4	1.9	1.0	1.4	0.2	4.2	0.4	10.2	1.2	7.8
October	0.4	1.5	0.1	1.0	1.5	5.7	0.9	9.6		
December	-0.2	2.0	-0.2	1.1	1.2	7.1	1.4	9.9		

The Miami-Fort Lauderdale-West Palm Beach Consumer Price Index for October 2023 is scheduled to be released on Tuesday, November 14, 2023, at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Miami-Fort Lauderdale-West Palm Beach, FL**, Core Based Statistical Area covered in this release is comprised of Broward, Miami-Dade, and Palm Beach Counties in Florida.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jun. 2023	Jul. 2023	Aug. 2023	Aug. 2022	Jun. 2023	Jul. 2023
Expenditure category						
All Items	335.270	-	339.347	7.8	1.2	-
All items (November 1977=100)	540.408	-	546.980	-	-	-
Food and beverages	318.688	-	320.055	5.3	0.4	-
Food	326.689	-	328.217	5.6	0.5	-
Food at home	308.360	307.194	309.729	4.6	0.4	0.8
Cereals and bakery products	395.155	400.130	386.141	3.1	-2.3	-3.5
Meats, poultry, fish, and eggs	303.857	298.600	306.899	5.1	1.0	2.8
Dairy and related products	268.668	272.912	263.785	1.0	-1.8	-3.3
Fruits and vegetables	341.755	332.856	343.587	6.4	0.5	3.2
Nonalcoholic beverages and beverage materials(1)	299.778	297.546	308.419	5.2	2.9	3.7
Other food at home	260.492	263.723	263.474	4.9	1.1	-0.1
Food away from home	358.727	-	360.629	7.9	0.5	-
Alcoholic beverages	220.446	-	220.313	0.1	-0.1	-
Housing	375.268	-	379.360	12.5	1.1	-
Shelter	437.498	440.878	443.158	14.3	1.3	0.5
Rent of primary residence	436.230	440.592	441.837	15.3	1.3	0.3
Owners' equiv. rent of residences(2)	441.827	444.725	447.979	14.3	1.4	0.7
Footnotes (1) Index is on a November 1977=100 base. (2) Index is on a November 1982=100 base. (3) Indexes on a December 1997=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. - Data not available. NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Item and Group	Indexes			Percent change from-		
	Jun. 2023	Jul. 2023	Aug. 2023	Aug. 2022	Jun. 2023	Jul. 2023
Owners' equiv. rent of primary residence(2)	441.827	444.725	447.979	14.3	1.4	0.7
Fuels and utilities	234.408	-	230.465	9.8	-1.7	-
Household energy	208.608	203.782	204.151	11.6	-2.1	0.2
Energy services	205.549	200.525	200.493	12.1	-2.5	0.0
Electricity	201.450	196.464	196.437	12.2	-2.5	0.0
Utility (piped) gas service	240.742	239.789	239.482	9.1	-0.5	-0.1
Household furnishings and operations	188.813	-	192.074	-3.8	1.7	-
Apparel	156.288	-	164.758	7.4	5.4	-
Transportation	275.962	-	283.901	2.4	2.9	-
Private transportation	288.520	-	297.501	2.6	3.1	-
New and used motor vehicles(3)	136.819	-	135.178	-3.0	-1.2	-
New vehicles(1)	285.583	-	285.725	2.6	0.0	-
Used cars and trucks(1)	422.673	-	413.611	-7.5	-2.1	-
Motor fuel	306.178	310.330	336.403	0.0	9.9	8.4
Gasoline (all types)	302.861	307.115	332.829	0.2	9.9	8.4
Unleaded regular(4)	299.138	303.680	330.132	0.8	10.4	8.7
Unleaded midgrade(4)(5)	298.206	300.789	321.394	-2.8	7.8	6.9
Unleaded premium(4)	320.832	322.711	341.940	-3.8	6.6	6.0
Medical Care	610.032	-	604.993	-1.7	-0.8	-
Recreation(3)	134.092	-	135.675	2.3	1.2	-
Education and communication(3)	133.428	-	134.542	5.8	0.8	-
Tuition, other school fees, and child care(1)	1,112.890	-	1,135.378	5.1	2.0	-
Other goods and services	456.357	-	453.905	8.6	-0.5	-
Commodity and service group						
All Items	335.270	-	339.347	7.8	1.2	-
Commodities	244.439	-	248.086	1.8	1.5	-
Commodities less food & beverages	200.447	-	204.764	0.0	2.2	-
Nondurables less food & beverages	239.498	-	250.999	2.4	4.8	-
Durables	159.530	-	158.934	-2.0	-0.4	-
Services	404.611	-	409.069	10.7	1.1	-
Special aggregate indexes						
All items less medical care	323.203	-	327.532	8.5	1.3	-
All items less shelter	281.723	-	284.959	3.1	1.1	-
Commodities less food	201.722	-	205.870	-0.1	2.1	-
Nondurables	281.314	-	287.928	3.6	2.4	-
Nondurables less food	238.241	-	248.688	2.0	4.4	-
Services less rent of shelter(2)	366.257	-	368.928	4.6	0.7	-
Services less medical care services	386.318	-	391.128	11.9	1.2	-
Energy	252.789	251.627	262.726	4.3	3.9	4.4
All items less energy	344.712	-	348.225	8.2	1.0	-
All items less food and energy	347.702	-	351.487	8.6	1.1	-
Footnotes (1) Index is on a November 1977=100 base. (2) Index is on a November 1982=100 base. (3) Indexes on a December 1997=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. - Data not available. NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Last Modified Date: Wednesday, September 13, 2023

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone:1-404-893-4222_ www.bls.gov/regions/southeast [Contact Southeast Region](#)

FLORIDA INLAND NAVIGATION DISTRICT EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into on this ____ day of ____ 2023, by and between the FLORIDA INLAND NAVIGATION DISTRICT, a political subdivision and independent special taxing district of the State of Florida, hereinafter called the “DISTRICT”, and JANET ZIMMERMAN, hereinafter called the “DIRECTOR”, who hereby agree as follows:

Section 1 EMPLOYMENT.

DISTRICT hereby employs DIRECTOR as the FLORIDA INLAND NAVIGATION DISTRICT Executive Director (referred to as “Executive Director” in the DISTRICT’s Employee Handbook) and DIRECTOR hereby accepts such employment upon the terms and conditions set forth herein.

Section 2 TERM.

Subject to the provisions for termination as hereinafter provided, the Effective Date of this Agreement shall be, for all purposes (including salary and benefits), ____ (DATE) ____, (“Effective Date”) and, unless otherwise extended by formal action of the Board of Commissioners of the DISTRICT (“Board”) and agreement of DIRECTOR, this Agreement shall terminate five (5) years from the Effective Date. The Board and DIRECTOR may extend the term of this Agreement at any time, for any reason in its sole discretion, through a written modification of this Agreement.

Each twelve (12)-month period following the Effective Date shall be referred to as a “Contract Year.” As used herein, the term “Business Day” shall mean any calendar day other than a Saturday, Sunday or a day on which the Courthouses are closed in Palm Beach County for a holiday. The term “Daily Salary Rate” shall mean the DIRECTOR’s base salary divided by the number of Business Days in the Contract Year.

Section 3 DUTIES.

During the period of employment hereunder, DIRECTOR shall remain in the exclusive employ of the DISTRICT and devote full time and best efforts to the business, interests, and affairs of the DISTRICT by serving as Executive Director and performing such services and duties as directed by the Board. The DIRECTOR shall also carry out those services and duties set forth in the Executive Director position description attached hereto and incorporated herein as Exhibit A as may amended from time to time, in the DISTRICT’s Employee Handbook which is attached and incorporated herein as Exhibit B.

Section 4 COMPENSATION.

For all services rendered by the DIRECTOR under this Agreement, the DISTRICT shall pay the DIRECTOR a base salary of ONE HUNDRED AND NINETY-EIGHT THOUSAND Dollars (\$198,000.00) per Contract Year, in equal bi-weekly installments, and for periods shorter

than a bi-weekly installment, a prorated salary payment based upon the yearly base salary for the Contract Year as herein stated.

Section 5 ANNUAL PERFORMANCE AND BASE SALARY INCREASES.

Not less than thirty (30) days prior to the first anniversary date of the DIRECTOR, the Board shall meet individually with DIRECTOR, and, discuss the DISTRICT's progress in accomplishing the desired outcomes contained in the DISTRICT's annual work plan, and the DIRECTOR's performance in accomplishing the DISTRICT's annual work plan.

Thereafter, the DIRECTOR's performance shall be reviewed by the Board at a regular meeting of the DISTRICT during the first quarter of the DISTRICT's fiscal year.. The review shall be based upon such criteria as the Board shall determine in accordance with the duties and services assigned to the DIRECTOR hereunder. The DIRECTOR may be granted a merit salary increase or entitled to base salary adjustments in accordance with any salary adjustments that are provided in the form of a market adjustment or Consumer Price Index (CPI) as may be determined by the Board based upon the DIRECTOR's performance. No merit salary increase or base salary adjustment is guaranteed. Notwithstanding anything herein, the Board has the discretion to increase the DIRECTOR's base salary based on performance of duties and services, or on increases granted to DISTRICT employees.

It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board of Commissioners to grant salary and benefit increases, or other perquisites of office. These are the proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the DISTRICT and the continued high morale of DIRECTOR.

Section 6 CELLPHONE ALLOWANCES.

DISTRICT shall provide the DIRECTOR with a cell phone for business use.

Section 7 PROFESSIONAL MEMBERSHIPS, DUES AND SUBSCRIPTIONS.

DISTRICT agrees to pay the DIRECTOR's professional dues for membership in professional organizations related to her duties. DISTRICT shall pay other dues and subscriptions on behalf of the DIRECTOR or as authorized separately by the Board.

Section 8 PROFESSIONAL DEVELOPMENT.

DISTRICT agrees to pay reasonable and customary travel and subsistence expenses pursuant to the DISTRICT's policy for travel to and attendance at the professional development conferences. The DISTRICT or Board may choose to pay for the DIRECTOR's attendance at other seminars, conferences, and committee meetings, as it deems appropriate or as authorized separately by the Board.

Section 9 TERMINATION WITHOUT CAUSE.

The DISTRICT may terminate the DIRECTOR at any time without cause upon an affirmative vote of a majority of the Board at a duly-noticed public meeting (the “Termination Vote”) under the terms and conditions established by the Board.

If the DISTRICT elects to terminate the DIRECTOR for any reason other than as set forth in the section of this Agreement titled “Termination for Cause,” the DISTRICT shall pay to the DIRECTOR as severance pay (“Severance Pay”) and in full satisfaction of the DISTRICT’S obligations hereunder, a lump sum equivalent to DIRECTOR’S salary and benefits for a period of twenty (20) weeks as provided by Florida Statutes § 215.425(4), a lump sum payment at the Executive Director’s hourly rate of base salary and compensation for all annual leave hours accumulated but unused as of the date of termination, and the continuation of the Executive Director’s health insurance for a period of twenty (20) calendar weeks following the date of termination. “Severance Pay,” as used herein, shall mean the actual or constructive compensation, including salary and benefits as defined by Florida Statutes § 215.425(4). The DISTRICT may elect to pay the severance payment in a lump sum or periodic payments for a period not to exceed twenty (20) weeks. Notwithstanding the language contained in this section no severance pay shall be made when the officer, agent, employee, or contractor has been fired for misconduct, as defined in F.S. 443.036(29), by the DISTRICT.

Section 10 TERMINATION FOR CAUSE.

The Board may terminate this Agreement, for cause, at any time upon thirty (30) days prior written notice to the DIRECTOR. The Board shall have the right to suspend the DIRECTOR’S duties and authority during such period. The DIRECTOR shall be entitled to a hearing before the Board of Commissioners if, within five (5) business days, she requests a hearing in writing to the District’s Attorney. The DIRECTOR may be represented by legal counsel. For the purpose of this Agreement, “cause” shall mean but not be limited to any of the following:

- a) Chronic alcoholism or drug dependence;
- b) Gross inattention to duties over a substantial period of time;
- c) Unauthorized absence of ten (10) consecutive business days or ten (0) non-consecutive business days in any thirty (30) business day period.
- d) Acceptance of employment with compensation from another employer, unless approved by the Board;
- e) Conviction, adjudication of guilty, or plea no contest to, any felony or a serious misdemeanor involving the moral turpitude of the DIRECTOR;
- f) Filing to run for, or election or appointment to, a Florida public office;
- g) A finding of DIRECTOR’S commission of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Florida law;
- h) Failure or refusal to comply with any direct lawful instruction given by the DISTRICT or Board;
- i) Legal inability to hold the position of DIRECTOR, including incapacity; or
- j) A finding of DIRECTOR’S commission of misconduct as defined in Florida Statutes §443.036(29), its amendments, or its successors, or significant violation of the Florida Ethics Code as codified in Chapter 112, Florida Statutes, its amendments, or its successors.

In the event of termination for cause, the DIRECTOR shall be paid the DIRECTOR's regular compensation up to the date of termination, with no severance pay.

Section 11 TERMINATION BY RESIGNATION.

If DIRECTOR desires to resign during the term of this agreement, DIRECTOR shall provide at least 60 days written notice to the DISTRICT. The Board may waive the 60 day notice for the good of the DISTRICT. If the DIRECTOR resigns prior to the expiration of the Agreement or any extension thereof, DIRECTOR shall receive payment under the Agreement for the balance of the salary for DIRECTOR's actual days performing the duties of DIRECTOR and not for the remainder of the Agreement terms. DIRECTOR shall be entitled to a lump sum payment at the Director's hourly rate of base salary for all annual leave accumulated but unused as of the date of resignation. Upon notification to the DISTRICT of resignation from the position, the DIRECTOR shall not be eligible for any of the severance pay described in Section 9.

Section 12 TERMINATION BY MUTUAL AGREEMENT.

This Agreement may be terminated by the DIRECTOR and the Board in writing upon such terms and conditions as may be mutually agreed upon, provided that any agreement to pay Severance Pay shall be limited to a maximum of twenty (20) weeks..

Section 13 ACCRUED BENEFITS.

In all instances of termination under this Agreement (unless mutual agreement shall provide otherwise), the DIRECTOR shall be entitled to all accrued benefits and/or annual salary increases provided for hereunder to the extent any other DISTRICT employee would be similarly entitled.

Section 14 EXPENSES.

The DIRECTOR is authorized to incur reasonable expenses for promoting the business of the DISTRICT, including expenses for entertainment, travel, attendance at industry meetings and seminars, and similar items. All entertainment, travel and attendance at industry meetings shall be in accordance with the policies and procedures adopted by the Board as amended from time to time. The DISTRICT shall reimburse DIRECTOR for such expenses upon the presentation by the DIRECTOR, from time to time, of an itemized account of such expenditures, to the extent permitted or required by Florida law and the Travel Policy of the DISTRICT.

Section 15 WORKING FACILITIES AND AFFILIATIONS.

The DIRECTOR shall be furnished with an office, support staff, use of a DISTRICT vehicle, and such other facilities, equipment and services as are suitable to the DIRECTOR's position and adequate for the performance of the DIRECTOR's duties.

The DISTRICT shall approve the DIRECTOR's participation and representation of the

DISTRICT at the Atlantic Intercoastal Waterways Association (AIWA), Western Dredging Association (WEDA) and marine industry related activities and responsibilities and shall reimburse the DIRECTOR for expenses incurred related to the associations as permitted by Florida law and the Travel Policy of the DISTRICT.

The DIRECTOR shall participate in those associations and organizations pre-approved by the DISTRICT and deemed appropriate for community development and promotion of the waterways and the DISTRICT; specifically, such as will promote the DISTRICT within the maritime industry. The DIRECTOR shall be reimbursed for expenses incurred related to those associations provided they have been approved by the DISTRICT.

Section 16 DISABILITY.

If the DIRECTOR is unable to perform the DIRECTOR's services by reason of illness or incapacity for a period of more than twenty-five (25) consecutive Business Days, the Board may appoint a temporary Executive Director as it deems necessary. Should DIRECTOR be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Commission shall have the right to terminate this Agreement subject to the severance provisions in Section 9.

Section 17 LIFE AND HEALTH INSURANCE.

During the term of this Agreement, the DISTRICT shall provide life, medical, dental and other benefits for the DIRECTOR, under the DISTRICT's group life and health insurance policy, for the DIRECTOR and the DIRECTOR's spouse and children, on the same terms and conditions as for other DISTRICT employees.

Section 18 FLORIDA RETIREMENT PROGRAM.

During the term of this Agreement, the DISTRICT shall provide retirement benefits in accordance with the State of Florida's FRS at the Senior Management Services classification.

Section 19 FLORIDA INLAND NAVIGATION DISTRICT PERSONNEL POLICIES AND PRACTICES.

Unless otherwise specifically modified by this Agreement, the DIRECTOR shall be entitled to annual leave, sick leave, holidays and such other benefits as are granted generally to other employees of the District, in accordance with the District's adopted Employee Handbook as from time to time amended during the term hereof. DIRECTOR shall have the ability in her sole discretion to annually liquidate up to eighty hours of accrued Paid Time Off ("PTO") hours. This shall be in addition to any ability to liquidate PTO afforded all employees in accordance with the adopted DISTRICT's PTO policy as incorporated herein, and shall control over any contrary interpretation or provision, provided, however, that due to the nature of DIRECTOR's responsibilities as Executive Director, no combination of vacation, sick, leave or other days off shall be combined in such a manner that the DIRECTOR is absent from the DISTRICT's business premises in Palm Beach County for more than twenty (20) consecutive Business Days unless otherwise excused by

action of the Board.

Section 20 INDEMNIFICATION

If allowed by law, the DISTRICT shall defend, hold harmless and indemnify DIRECTOR against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of DIRECTOR's duties as Executive Director. The DISTRICT will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to DIRECTOR, by the DISTRICT, as described herein, for any acts undertaken or committed in her capacity as Executive Director, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following DIRECTOR's employment with the DISTRICT. The foregoing indemnification shall not be construed as waiving the DISTRICT's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 21 GENERAL TERMS AND CONDITIONS.

If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

No modification or amendment to this Agreement shall be binding or effective unless in writing, executed by both Parties and approved by the Board of Commissioners of the DISTRICT.

This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

Section 22 NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent via electronic mail to the DIRECTOR, or in the case of the DISTRICT, to the DISTRICT Finance Director, or by registered mail to the last known residence in the case of the DIRECTOR, or, in the case of the DISTRICT, to its principal office.

Section 23 ENTIRE AGREEMENT.

This instrument contains the entire agreement between the parties hereto and may not be modified except by subsequent written agreement signed by both parties. Each party has read and understands each and every provision contained in this Agreement and has had the opportunity to seek the advice and representation of independent counsel. This Agreement is agreed to be the joint work product of the parties and their counsel. Accordingly, no term or provision herein shall be more strictly construed against any one party on the legal basis that a contract should be

construed against the drafting party.

Section 24 VENUE AND GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any litigation shall lie in Palm Beach County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DISTRICT:
FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____

SPENCER CROWLEY, CHAIR

DIRECTOR:

JANET ZIMMERMAN