

**CITY ATTORNEY EVALUATION COMMITTEE MEETING
THURSDAY, FEBRUARY 9, 2012 9:30 A.M.
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

A G E N D A

ITEM FOR DISCUSSION:

A) Discuss qualifications for the New City Attorney

This is a Public Meeting. Should any interested party seek to appeal any decision made by Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.



Mr. John O'Brien

January 20, 2012

City of Vero Beach, FL

Purchasing Division

P.O. Box 1389

Vero Beach, FL 32961

Dear Mr. O'Brien,

Attached is the proposal for HR Dynamics, Inc. to conduct an executive search for the City of Vero Beach, City Attorney.

Please provide notification of your approval of this proposal. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'David S. Johnson'. The signature is written in a cursive, flowing style.

David S. Johnson

President, HR Dynamics, Inc



Prepared by:

David S. Johnson, President

HR Dynamics, Inc.

January 18, 2012

1201 19th Place, Suite B 403 • Vero Beach, FL 32960
772-978-1311 • 772-978-1318 fax

WWW.HRDYN.COM



SEARCH PROCESS

STAGE 1:

HR Dynamics would screen and carefully evaluate the approximately 40 resumes and applications that have already been received by the City of Vero Beach. The screening and evaluations will be based upon criteria provided to the City Attorney Search Committee ("Committee") by the five councilmembers and submitted by the Committee to HR Dynamics.

Process:

- Conduct telephone interviews with the applicants deemed most qualified "on paper"
- Conduct face to face or Skype interviews with the most promising candidates based on the phone interviews
- Submit written evaluation on the three best candidates to City Council
- Coordinate interviews with City Council members
- If Council wants to hire one of the candidates, HR Dynamics will assist in negotiating employment terms and conduct reference checks

Timing:

The three "best" candidates would be submitted to City Council in a 3 week time frame

Cost:

The cost for stage 1 is \$5,000, not to include the cost for candidates to travel to Vero Beach for interviews with Council. This fee would be payable in full following the interviews between the City Council members and the three best candidates.

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STAGE 2:

If Council wants to evaluate more candidates, (other than current applicants), HR Dynamics will conduct an "executive search" which will uncover candidates who have not responded to previous ads and, in many cases, are not actively in the job market.

Process:

- Work with Council members, and the Committee if necessary, to fine-tune the job descriptions and candidate requirements (it is expected Council members will be more informed on these requirements having interviewed, and rejected, candidates from Stage 1)
- Research potential candidates through extensive networking and proprietary job boards (having conducted the City Manager search, HR Dynamics has an excellent network of contacts in County and Municipal government in Florida)
- Interview and evaluate candidates
- Present 2 to 4 final candidates to Council, coordinate interviews with Council members
- Reference checks and assist in employment agreement negotiations

Timing:

2 to 4 candidates will be submitted to Council for interviews within 4 weeks

Cost:

\$7,500 payable in full following the interviews between the City Council members and the candidates, not to include cost of candidate travel (All travel to be pre-approved by Council). The search may be canceled by the City Manager at any time prior to the presentation of 2-4 final candidates for interviews to City Council members with no fees incurred.

Comments:

1. If City decides to approve stage 1, there is no obligation to approve stage 2



**CITY OF VERO BEACH
EXEMPT JOB DESCRIPTION**

Job Title:	City Attorney		
Dept./Division:	City Attorney	Reports to:	City Council
Job Code:	1031	Effective Date:	October 2006

PRIMARY FUNCTION:

Under administrative direction, plans, directs and provides legal counsel and related services to the Mayor, City Council, Charter Officers, departments and various boards and commissions of the City of Vero Beach; and performs related duties as assigned.

PRINCIPAL RESPONSIBILITIES:

The following duties have been provided as examples of the essential types of work performed by positions within this job classification. Management reserves the right to add, modify, change or rescind work assignments as needed.

- Advises the Mayor, City Council, Charter Officers, department heads, boards and commissions relative to legal matters affecting the city; prepares or directs the preparation of legal opinions, draft ordinances, resolutions, contracts, deeds, leases and other legal documents; attends city council and related meetings.
- Prepares civil cases for trial; investigates claims and complaints by or against the city; works with other legal specialists hired by the city for special and/or complex cases; provides guidance to and reviews the work of city attorneys; enforces and makes recommendations regarding city policies and procedures.
- Responds to and resolves sensitive and complex inquiries and complaints including litigation, requests of the City Manager and elected officials for information and interpretation.
- Manages the City Attorney's office, establishes work priorities, monitors work progress, develops and monitors departmental operating and capital improvement budgets, approves purchases and expenditures.
- Develops and shapes an appropriate organization structure to support current and future department objectives.
- Provides administrative direction and supervises professional and support employees. Assigns, schedules, guides and monitors work. Appraises employee performance and reviews subordinate supervisors' appraisals. Identifies and resolves staff differences, conflicts and deficiencies. Interviews applicants and recommends hiring, discipline, termination, promotion or other employee status changes. Enforces personnel rules and regulations and work behavior standards firmly and impartially.

KNOWLEDGE, ABILITIES AND SKILLS:

Managerial/technical/professional:

- Comprehensive knowledge of federal, state and local laws, regulations, rules and ordinances related to the full range of City government operations and legal issues.
- Considerable knowledge of budgeting, fiscal administration, management and long-range planning policies, practices and procedures.
- Considerable knowledge of principles and practices of legal research, analysis, preparation of ordinances, resolutions, contracts and other legal documents.
- Knowledge of computer hardware and software pertinent to the practice of law.
- Ability to use of various office machines including phone, fax, copiers, calculators and in operating personal computers and Microsoft office applications.

CITY OF VERO BEACH

Job Title: City Attorney

Job Code: 1031

KNOWLEDGE, ABILITIES AND SKILLS (Continued):

Problem Solving:

- Skill in analyzing problems, identifying alternative solutions, projecting consequences of proposed actions, and implementing recommendations in support of goals.
• Skill in researching complex legal issues, and in researching, evaluating, and using new methods and techniques for operational improvements.
• Ability to interpret oral, written, technical information and data dealing with complex variables to identify, analyze and solve management problems of considerable difficulty.

Human Resource Management:

- Knowledge of supervisory techniques, and pertinent federal, state and local human resource management rules.
• Skill in planning, organizing, assigning and coordinating the activities of professional and support staff.

Communication:

- Skill in dealing constructively with conflict and responding with tact, composure and courtesy when dealing with individuals who may be experiencing significant stress.
• Skill in applying appropriate public relations techniques as situations warrant and in forming cooperative relationships with others whom do not have a direct reporting relationship.
• Ability to establish and maintain effective working relationships with City officials, department directors, regulatory agencies, employees and the general public.
• Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.

OTHER JOB CHARACTERISTICS:

- May work extended hours including nights and weekends as a Charter Officer reporting to the City Council.

MINIMUM REQUIREMENTS:

Education/Experience: Possession of a Juris Doctorate degree, be a member in good standing of the Florida Bar, have a minimum of 10 years active practice of law, including a minimum of five years of municipal or county legal experience with a thorough knowledge of open government, public records, labor and employment, law enforcement, contract and zoning and land use law in Florida. Possession of a Juris Doctorate, member of the Florida Bar with seven (7) years of litigation practice or comparable public sector administrative law experience including two (2) years supervisory experience; or an equivalent combination of training and experience.

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Licenses/Certification: Possession of a valid Florida Driver's License.

SIGNATURES/APPROVALS:

H/R Analyst: _____ Date _____ Department Director: _____
Immediate Supervisor: _____ Director, Human Resources: _____

Addendum to Employment Agreement

Whereas, the **City of Vero Beach, Florida**, hereinafter "Employer," and **James R. O'Connor**, hereinafter "Employee," previously entered into that certain Employment Agreement dated May 31, 2011 for the employment of Employee as the Employer's City Manager; and

Whereas, in light of the annual budget funding constraints of Employer for the fiscal year 2011-2012, Employer has determined it necessary to implement a temporary salary reduction of five percent (5%) for its employees earning in excess of \$70,000 per year; and

Whereas, in consideration of the foregoing and notwithstanding the terms of the Employee's aforementioned Employment Agreement, Employee has agreed to said temporary salary reduction for the Employer's 2011-2012 fiscal year;

Therefore, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employee's base salary provided for in the Employment Agreement shall be temporarily reduced by five percent (5%) for the fiscal year October 1, 2011 through September 30, 2012.

2. The expiration or earlier termination of the temporary salary reduction provided for herein and return of Employee's base salary to that provided for in the Employment Agreement shall not be deemed a salary adjustment or increase prohibited by Section 3 of the Employment Agreement.

3. Notwithstanding the base salary reduction provided for herein, Employee shall be entitled to and the Employer shall continue to fund and pay during Employer's 2011-2012 fiscal year an amount equal to 3% of the Employee's full base salary as provided for in the Employment Agreement into a deferred compensation program (ICMA) up to the maximum amount allowed under law.

4. All other provisions of the Employment Agreement shall be and remain in full force and effect in all respects and the Employee shall continue to accrue and receive all other benefits provided for therein.

IN WITNESS HEREOF, Employer and Employee have executed this Agreement on the dates entered below.

ATTEST:

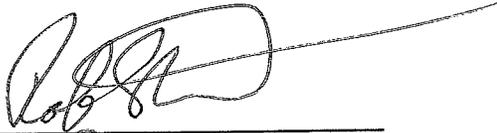

Tammy K. Vook
City Clerk

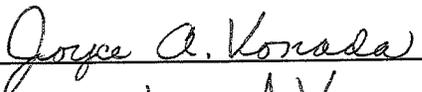
(CITY SEAL)

Approved as to form and legal
sufficiency:


Wayne R. Coment
Acting City Attorney

WITNESSES:


Print Name: Rob Slezak


Print Name: Joyce A. Vonada

Employer:

CITY OF VERO BEACH


Jay Kramer
Mayor

Date: 9-20-11

Employee:


James R. O'Connor

Date: 9/12/2011

Employment Agreement

This Employment Agreement ("Agreement") was made and entered into as of the 31st day of May 2011 ("Effective Date") by and between the **City of Vero Beach, Florida**, hereinafter "Employer," and **James R. O'Connor**, hereinafter "Employee," for employment of Employee by Employer as its City Manager commencing on such date mutually agreed upon by the parties ("Employment Date"), which Employment Date shall be no later than Sixty (60) days after the Effective Date of this Agreement.

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Employment as City Manager; Authority and Duties; Commencement.

Employer agrees to hire and employ Employee as its City Manager commencing on the Employment Date and Employee agrees to accept such employment and to assume the responsibilities and perform the functions and duties of City Manager as specified in the Charter and Code of Ordinances of the City of Vero Beach and to perform all other permissible and proper duties and functions of the Office of City Manager as may be required of Employee or as directed by Employer's City Council from time to time. Employee shall be in the City of Vero Beach and commence work by the Employment Date.

Section 2. Term of Agreement.

This Agreement shall remain in full force and effect until terminated by the Employer or Employee.

Section 3. Compensation.

- (a) Employer agrees to pay Employee an annual base salary of \$145,000.00 which shall be payable as provided by Employer's pay policies applicable to Employer's full-time employees, as such policy may be amended by Employer from time to time.
- (b) At anytime after Three (3) years of employment with Employer (3rd anniversary after Employment Date), Employer may renegotiate with Employee the base salary only portion of this Agreement in order to appropriately reflect Employee's then current level of duties and responsibilities.
- (c) This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies affecting Employer's full-time employees; specifically, the Employer agrees to increase Employee's compensation each year by the minimum of the average cost of living adjustment granted to Employee's other full-time employees; provided

however that in no case shall Employee receive any such adjustment sooner than Two (2) years after the Employment Date. Consideration shall also be given by Employer on an annual basis during Employer's annual budget review process to a merit increase based on Employee achievement of performance goals and objectives established between Employee and Employer.

Section 4. Health Insurance Benefits.

- (a) Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, and comprehensive medical insurance for Employee and Employee's family, but only to the same extent that it pays for such coverage for Employer's other full-time employees.
- (b) Employee may elect to obtain once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by Employer as and to the extent provided by its health insurance coverage for all employees.

Section 5. Annual and Sick Leave.

- (a) Upon commencing employment, Employee shall be advanced credit for Ten (10) days of sick leave that may be used immediately, if necessary. However, Employee shall accrue no additional sick leave until Employee has worked a sufficient period of employment with Employer to have accrued the sick leave days advanced. Thereafter, Employee shall accrue sick leave at the accrual rate provided by Employer for its full-time employees. Except as provided otherwise herein, Employee shall be entitled to payment for up to 60 days of accrued and unused sick leave at Employee's then current rate of pay upon termination of employment with Employer. Sick leave shall not accrue during any severance period.
- (b) Upon commencing employment, Employee shall begin accruing annual leave at the rate of Twenty (20) days annually and shall continue accruing annual leave at that rate until Employee has worked a sufficient period of time with Employer to earn annual leave at a higher rate as may be provided by Employer's personnel rules. No more than Fifteen (15) days of annual leave may be carried over by Employee from one year to the next, as calculated on Employee's Employment Date anniversary, and any annual leave in excess of such amount remaining unused at such time shall be deemed forfeited and for which Employer shall have no obligation to Employee for payment or other compensation. Except as provided otherwise herein, Employee shall be entitled to payment for up to 30 days of accrued and unused annual leave at Employee's then current rate of pay upon termination of employment with Employer. Annual leave shall not accrue during any severance period.

Section 6. Automobile Expense.

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$400.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a motor vehicle. Such sum shall be less all amounts required to be withheld or deducted. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employee agrees to indemnify Employer for any claims arising from or out of the use of Employee's vehicle for Employer's business other than workers' compensation claims. In addition, Employer shall reimburse Employee at the current IRS allowable rate for any Employer business use of the Employee's vehicle beyond the boundaries of Indian River County.

Section 7. Retirement.

- (a) Employer agrees to enroll the Employee into the applicable local retirement system pursuant to the Employer's retirement plan as may be amended from time to time.
- (b) In addition to Employee's base salary and participation in Employer's retirement plan, Employer shall pay an amount equal to 3% of the Employee's base salary into a deferred compensation program (ICMA) up to the maximum amount allowed under law.

Section 8. General Business Expenses.

- (a) Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and otherwise for the good of Employer.
- (b) Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- (c) Employer also agrees to budget for and to pay for tuition and fees for continuing education, travel, housing, and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development, certification, and otherwise for the good of Employer.

Section 9. Termination and Severance.

- I. For the purpose of this Agreement, termination shall occur when:
 - (a) The majority of the Employer's City Council votes to terminate Employee at a duly authorized public meeting pursuant to the provisions of the City Charter, except as provided for herein for termination with cause.
 - (b) If the Employer's City Council, citizens of the City, or the state legislature, acts to amend any provisions of law pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - (c) If the Employee resigns following an offer to accept resignation, whether formal or informal, by Employer as representative of the majority of the governing body that Employee resign, then the Employee may declare a termination as of the date of the suggestion.
 - (d) A breach of contract declared by either party, which breach is not cured within a 30-day cure period by the breaching party or such other period of time agreed to by the parties in writing.

- II. If the Employee's employment with Employer is terminated as defined in the preceding section, the Employer shall pay a minimum severance allowance to Employee at Employee's then current rate of pay as follows:
 - (a) If such termination occurs less than Two (2) years after Employee's Employment Date, Employer shall pay a minimum severance equal to Twelve (12) months base salary.
 - (b) If such termination occurs more than Two (2) years but less than Four (4) years from Employee's Employment Date, Employer shall pay a minimum severance equal to Nine (9) months base salary.
 - (c) If such termination occurs more than Four (4) years from Employee's Employment Date, Employer shall pay a minimum severance equal to Six (6) months base salary.

- III. In addition to the foregoing severance allowance, Employee shall be entitled to payment for accrued and unused sick and annual leave upon termination as provided in Section 5. Employer shall not have any obligation to provide or pay and Employee shall not have any right to receive continued payment for health, hospitalization, surgical, and comprehensive medical insurance as provided in Section 4 or any other benefit or payment subsequent to the effective date of Employee's termination except as specifically provided for in this Agreement.

IV. Employer's payments to Employee for severance and accrued leave shall be paid in equal payments over the term of the applicable severance period at the same intervals for Employer's other full-time employees. Any and all such payments shall be less any and all amounts required or permitted to be withheld or deducted.

V. If Employee's employment is terminated by Employer with cause, Employer shall not be required to pay any severance allowance to Employee or any other salary, compensation, or benefits after the effective date of termination, except payment for accrued and unused sick and annual leave as provided in Section 5. For purposes of this paragraph, the term "with cause" shall mean conviction for a felony, or a misdemeanor involving moral turpitude or dishonesty; neglect of duty; malfeasance, misfeasance, or nonfeasance in office; incompetency; or violation of generally accepted standards of conduct reasonably expected of an employee of the City of Vero Beach.

VI. Employee may terminate employment with Employer without cause by providing Sixty (60) days written notice to Employer. Such notice shall be effective upon receipt by all members of the Employer's City Council and the City Attorney. In such event, the Employee shall continue to render services and shall not receive any severance payment. Employee agrees that any and all accrued and unused vacation and sick leave shall be forfeited and Employer shall be relieved from its obligation to pay Employee for all such leave upon Employee's voluntary termination if the Employee fails to provide such written notice or such notice is given less than Sixty (60) days before the termination effective date. The forfeiture shall be effective on the termination effective date or on the notice date, whichever is earlier.

Section 10. Performance Evaluation.

Employer's City Council shall review the performance of Employee at least annually during its annual budget review process. Such review shall be subject to a process, form, criteria, format, and Employee performance objectives for the evaluation which shall be mutually agreed upon by Employer and Employee. The process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation results; and (3) present a written summary of the evaluation results

Section 11. Outside Employment.

The employment provided for by this Agreement shall be the Employee's sole employment unless authorized otherwise by a majority of the Employer's City Council.

Section 12. Residence in City.

Employee agrees to establish his residence within the corporate boundaries of the City of Vero Beach within six months after Employee's Employment Date and thereafter to maintain residence within the corporate boundaries of the City for the duration of his employment with Employer.

Section 13. Relocation Expenses.

A relocation and moving allowance, to be paid on a reimbursement basis (receipts required) of a maximum of \$20,000.00 is authorized by the Employer, with reimbursable expense for services of a professional mover to be established as the lowest of three bids. This allowance can be used for moving expenses, including packing, moving, storage costs, unpacking, and insurance charges. Additionally, this allocation may be used to reimburse the Employee for actual lodging and meal expenses for Employee and his family's initial trip in route from Virginia to the City of Vero Beach, including mileage costs for moving two automobiles at the current IRS allowable rate per mile. Additionally, this allocation may be used for the same expense for the Employee and his family making one round-trip to and from his prior home in Virginia one time during the first six months of this Agreement. All payments for relocation will be on the reimbursement basis with the presentation of receipts documenting all expenses that were paid, along with the certification that the expenses were properly incurred in connection with relocation of Employee to the City of Vero Beach. In addition to the aforementioned sum of \$20,000.00, Employer agrees to pay for a maximum of Three (3) months for temporary living expense for Employee, at a cost not to exceed \$1,000.00 per month. Employee shall document and provide receipts for all reimbursable living expense. The obligation to reimburse Employee for living expense shall cease when Employee acquires permanent living quarters by way of purchase, lease, or rental, or at the end of Three (3) months from Employee's Employment Date, whichever is earlier. Should Employee voluntarily terminate employment with the Employer at anytime within the first three (3) years from Employee's Employment Date, all relocation and living expense paid by Employer shall be reimbursed to the Employer by Employee either by direct payment or deduction from any payments due Employee.

Section 14. Other Conditions of Employment.

Employer's offer of employment to Employee pursuant to this Agreement is contingent upon Employee's successful completion of the Employer's routine physical and drug screen, and a professional and personal background screening, which screening is ongoing, and that the Employer reserves and has the right to withdraw the offer of employment or terminate this Agreement and Employee's employment should the Employer's City Council determine, in its sole discretion, that any matter discovered in Employee's professional or personal background after the date of this Agreement impacts the City Council's hiring decision. Any such termination shall be deemed with cause.

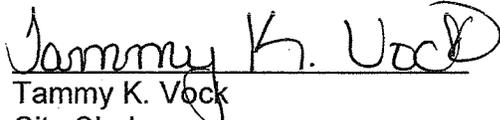
Section 15. General Provisions.

This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. Any changes or modification to the terms of this Agreement must be in a writing signed by both parties in order to be effective.

Employee acquires no property right in employment with Employer and has only the contractual rights set forth or incorporated by reference in this Agreement.

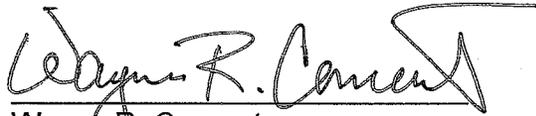
IN WITNESS HEREOF, Employer and Employee have executed this Agreement on the dates entered below.

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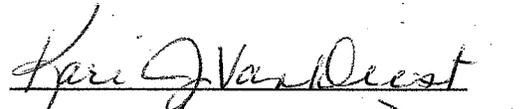

Tammy K. Vock
City Clerk

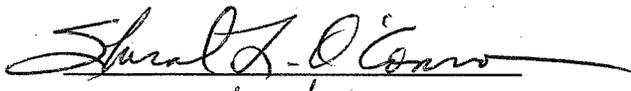
(CITY SEAL)

Approved as to form and legal
sufficiency:


Wayne R. Coment
Acting City Attorney

WITNESSES:


Print Name: Kari J. VanDiest


Print Name: Sheral L. O'Connor

Employer:

CITY OF VERO BEACH


Jay Kramer
Mayor

Date: 5-31-11

Employee:


James R. O'Connor

Date: _____

Addendum to Employment Agreement

Whereas, the **City of Vero Beach, Florida**, hereinafter "Employer," and **James R. O'Connor**, hereinafter "Employee," previously entered into that certain Employment Agreement dated May 31, 2011 for the employment of Employee as the Employer's City Manager; and

Whereas, in light of the annual budget funding constraints of Employer for the fiscal year 2011-2012, Employer has determined it necessary to implement a temporary salary reduction of five percent (5%) for its employees earning in excess of \$70,000 per year; and

Whereas, in consideration of the foregoing and notwithstanding the terms of the Employee's aforementioned Employment Agreement, Employee has agreed to said temporary salary reduction for the Employer's 2011-2012 fiscal year;

Therefore, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employee's base salary provided for in the Employment Agreement shall be temporarily reduced by five percent (5%) for the fiscal year October 1, 2011 through September 30, 2012.

2. The expiration or earlier termination of the temporary salary reduction provided for herein and return of Employee's base salary to that provided for in the Employment Agreement shall not be deemed a salary adjustment or increase prohibited by Section 3 of the Employment Agreement.

3. Notwithstanding the base salary reduction provided for herein, Employee shall be entitled to and the Employer shall continue to fund and pay during Employer's 2011-2012 fiscal year an amount equal to 3% of the Employee's full base salary as provided for in the Employment Agreement into a deferred compensation program (ICMA) up to the maximum amount allowed under law.

4. All other provisions of the Employment Agreement shall be and remain in full force and effect in all respects and the Employee shall continue to accrue and receive all other benefits provided for therein.

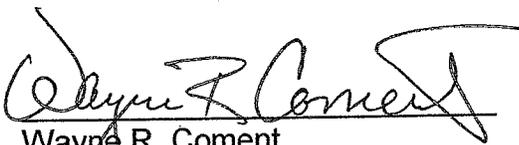
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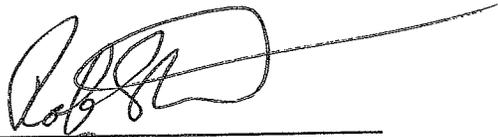

Tammy K. Vock
City Clerk

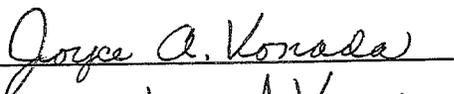
(CITY SEAL)

Approved as to form and legal
sufficiency:


Wayne R. Coment
Acting City Attorney

WITNESSES:


Print Name: Rob Slezak


Print Name: Joyce A. Vonada

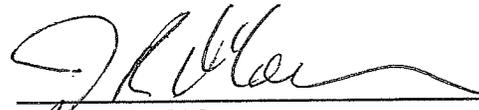
Employer:

CITY OF VERO BEACH


Jay Kramer
Mayor

Date: 9-20-11

Employee:


James R. O'Connor

Date: 9/12/2011