

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Inc. (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this Item include the use of federal funds? Yes _____ No X

Budget Account No.:

Fund 000 Agency _____ Organization _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><u>ADDW</u> 6/9/23 OFMB</p>	<p><u>Eric J. Jaworski</u> 6/9/23 Contract Development and Control 6/9/23</p>
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B. Legal Sufficiency:

[Signature]
Chief Assistant County Attorney

C. Other Department Review:

n/a
Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**EMPLOYMENT AGREEMENT FOR INTERNAL AUDITOR
BETWEEN PALM BEACH COUNTY AND DAVID A. J. ZAMORA**

THIS AGREEMENT, is made and entered into this _____ day of June, 2023 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the BOARD), whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401, and David A. J. Zamora, (hereinafter referred to as the "Zamora"), an individual residing at 1982 Oakwater Point, Palm City, FL 34990.

WITNESSETH

WHEREAS, on March 24, 2023, Palm Beach County Internal Auditor Joe Bergeron notified the BOARD of his intent to retire from his employment as the Internal Auditor on June 30, 2023, after forty (40) years of service to the County, and nineteen years of service as Palm Beach County Internal Auditor; and

WHEREAS, on April 4, 2023, pursuant to the Palm Beach County Internal Audit Committee Charter Ordinance, the County Internal Audit Committee unanimously selected Zamora as the Internal Auditor Candidate to succeed Joe Bergeron, and recommended an employment contract for two (2) years as the Internal Auditor; and

WHEREAS, Zamora has accepted the position of Internal Auditor subject to the terms and conditions set forth herein below; and

WHEREAS, the BOARD finds this Agreement to be in the best interest of the public.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

SECTION 1 – TERM

1.1 The Board shall employ Zamora as the Palm Beach County Internal Auditor pursuant to Section 4.4 of the Palm Beach County Charter, for two (2) years beginning on July 1, 2023 and ending on June 30, 2025, subject to the renewal provisions set forth in Section 4 of this Agreement.

1.2 Zamora shall serve at the pleasure of the Board and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate

Zamora's services and employment, subject to the provisions set forth in Section 5 of this Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1 Zamora shall be responsible only to the Board and shall perform the duties of the Internal Auditor as set forth in the Palm Beach County Charter, Florida Statutes, Ordinances, and applicable Administrative Codes. Zamora shall remain in the exclusive employment of the Board until termination of this Agreement, and shall not accept or become employed by any other employer until said termination. The term "employed" shall not be construed to include occasional teaching, and writing, performed on Zamora's time off, provided said activity does not conflict with his duties as the County's Internal Auditor, and is in accordance with the provisions of Florida Statutes, Section 112.311 et. seq., Code of Ethics for Public Officers and Employees, and other applicable provisions of law. At all times, and under all circumstances, County business shall take precedent and priority over and above the other demands or commitments of Zamora. During the term of this Agreement, and in any extensions thereof, Zamora shall not participate in any political campaign or hold office in any political party or organization. Zamora agrees to perform such other legally permissible and proper duties as the BOARD may direct.

2.2 Zamora covenants and certifies that he possesses, and will continue to possess while serving as the County's Internal Auditor, the requirements to serve as the Internal Auditor, including, but not limited to, those set forth in the Palm Beach County Charter, requiring that the Internal Auditor be a certified public accountant or certified internal auditor.

3. SALARY AND BENEFITS

3.1 The Board shall pay Zamora an initial salary of \$205,000.00 annually and a continuing annual contribution into the NACo Deferred Compensation Program in the maximum amount allowed by law, inclusive of any catch-up provisions. Zamora will receive an increase in salary at the same percentage as other County employees.

3.2 The Board shall pay Zamora an additional contribution to his base salary in lieu of car allowance, in the amount of \$500 per month.

3.3 The Board shall provide Zamora with all the benefits accruing to County employees under the County's Merit Rules and Regulations for administrative positions, except to the extent modified by this Agreement.

4. RENEWAL

4.1 This Agreement may be renewed for a mutually agreed upon term. Should Zamora desire to renew this Agreement, he shall place the renewal of this Agreement on the agenda of a regularly scheduled Board meeting not less than ninety (90) days prior to the expiration of this Agreement. Either party shall give the other at least ninety (90) days written notice of their intent not to renew this Agreement, in which case the agreement shall terminate (90) days after the written notice, unless it is otherwise terminated under the provisions of Section 6.

5. TERMINATION AND SEVERANCE PAY

5.1 In the event the Board terminates the Zamora for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended, Zamora shall receive no severance payment from the Board.

5.2 In the event that the Board terminates Zamora without cause during the term of the Agreement, the Board shall provide as severance payments to Zamora, all salary and benefits provided for herein through the remaining term of this Agreement, provided however, that Zamora shall in no event receive more than the equivalent of twenty (20) weeks of compensation, calculated from the date of Zamora's termination pursuant to Florida Law.

5.3 Notwithstanding anything to the contrary herein, if the Board offers Zamora a bona fide alternative employment position in lieu of termination from County employment, Zamora shall have the option, in his sole discretion, to accept such employment, in which case the severance payment requirements as described herein would be waived.

5.4 In the event Zamora elects not to renew this Agreement by providing to the Board the required ninety (90) day notice of non-renewal, Zamora shall receive no severance payments from the Board, but shall be entitled to receive only the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

5.5 In the event the Board provides to Zamora the required ninety (90) days written notice of non-renewal of this Agreement, Zamora shall be entitled to receive as severance payments from the Board, the equivalent of twenty (20) weeks of compensation, pursuant to the terms of this Agreement.

5.6 Should Zamora voluntarily resign his position before the expiration of the term of this Agreement, Zamora shall provide the Board with ninety (90) days written notice of such

resignation. Upon receipt of such notice, the Board may, at its option, require Zamora to terminate his position at an earlier date than set forth in his resignation notice, but Zamora shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

6. ENTIRE AGREEMENT

6.1 The text of this document shall constitute the entire agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. All the provisions contained in this Agreement are subject to applicable provisions of Florida laws, charter provisions, and local ordinances. The Board and Zamora acknowledge, understand, and agree that nothing within this Agreement can be modified, amended, or revoked, except by and with the express written consent of both the Board and Zamora.

7. SEVERABILITY

7.1 If any term or provision of this employment Agreement, or the application thereof to any extent, be held invalid or unenforceable, the remainder of this employment Agreement, or the application of such terms or provision, shall not be affected, and every other term and provision of this employment Agreement, shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day set forth above.

ATTEST:
JOSEPH ABRUZZO, CLERK

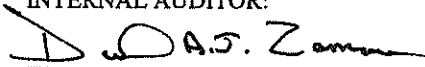
By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor Greg K. Weiss


WITNESSES FOR INTERNAL AUDITOR:

INTERNAL AUDITOR:



David A.J. Zamora

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

David R. Ottey
Chief Assistant County Attorney

Internal Auditor Survey - April 2023

Agency Name	Internal Auditor Title	Date of Hire	Base Annual Salary	Salary Range	Date of Last Increase	Additional Retirement Benefits	Deferred Comp Match	Deferred Comp - (additional amount received by Internal Auditor)	Performance /Annual Pay Increase	Longevity	Auto Allowance	Cell Phone Allowance	Other Expenses	Total Comp	Comments
PBC	Internal Auditor	6/6/1983	\$221,603	00	9/24/22	FRS Senior Mgmt Category			Varies	Yes 6/2003					Date in position 5/15/04
Pinellas County Clerk of the Courts	Inspector General/ Chief Audit Executive	11/10/03	\$133,245	Broad Banded Range	10/9/22	FRS Senior Mgmt Category	N/A	N/A	4%	N/A	N/A	\$60/Month	N/A	-	-
Hillsborough County	County Internal Auditor	9/10/12	\$198,473	N/A	10/01/22	FRS Senior Mgmt Category	5.4% of base salary	N/A	Varies	N/A	\$300 monthly	N/A	N/A	-	Date in position 9/08/15
Miami-Dade County	Miami-Dade County Commission Auditor	2018	\$203,745		Salary Determined by the BCC	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided
Broward County	County Auditor	6/11/2017	282,397.02	n/a	10/2/2022	n/a	yes	\$6k to 18k	Subject to approval from board	n/a	\$600.00 per month	No	n/a	Approx. \$289,597	Total comp does not include deferred comp
Martin County	Information requested - no response														
Orange County	Information requested - no response														

Internal Auditor Survey - April 2023

Monroe County	Information requested - no response
City of Miami	Information requested - no response
City of West Palm Beach	Information requested - no response
City of Fort Lauderdale	Information requested - no response