

Table of Contents

Agenda	2
Separation Agreement with Michael P. Bonfield	
Separation Agreement Agenda Report	3
Separation Agreement	4
Employment Agreement & Addendums.	10
Contract & Addendums	11
Discuss Process for Filling Vacant District 2 Commission Seat	
Vacant Commission Seat Agenda Report	28



**SPECIAL
COMMISSION MEETING
CITY OF ST. PETE BEACH**

155 Corey Avenue

Wednesday, April 30, 2014

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

1. Action Items

- a. Separation Agreement with Michael P. Bonfield**
- b. Interim City Manager salary**
- c. Discuss Process for Filling Vacant District 2
Commission Seat**

2. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Separation Agreement with Michael P. Bonfield

Date: April 30, 2014

Prepared By: Elaine Edmunds, Interim City Manager

Summary of Issue: Attached is the Separation Agreement and Release entered into by and between Michael P. Bonfield and The City of St. Pete Beach. The City Attorney has reviewed the agreement and it has been forwarded to Mr. Bonfield for his final review and approval.

Following is a summary of the agreement:

1. Mr. Bonfield resigns and waives his right to a hearing.
2. Mr. Bonfield receives 20 week's severance along with the dollar value of his accrued paid time off and sick leave payable under the city personnel rules, together with a contribution to the ICMA retirement plan.
3. Mr. Bonfield releases the city from any possible claims he might have against the city and in return receives an amount equal to six week's pay together with an amount equal to his accrued sick leave which is not payable under the city personnel rules.
4. The City releases Mr. Bonfield from any claims it may have against him.
5. The City will defend and indemnify Mr. Bonfield for any actions carried out within the scope of his authority as a city employee.
6. Mr. Bonfield agrees to reasonably cooperate with the City in any disputes that might arise regarding things that occurred during his employment.
7. The City shall pay the cost of health, dental and life insurance as currently paid under his contract for six months or until he obtains alternate coverage, whichever is sooner.
8. Mr. Bonfield may revoke the agreement within seven (7) calendar days. This is a requirement to make the waiver of rights under the Old Age Discrimination Act enforceable.
9. The City pays within seven (7) days of the expiration of the revocation period.

Requested Motion: "I move to approve the Separation Agreement with Michael P. Bonfield."

Attachments: Separation Agreement

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement And Release (“Agreement”) is entered into by and between Michael P. Bonfield, on behalf of himself, his heirs, executors, administrators, legal representatives, and assigns (collectively, “Bonfield”) and the City of St. Pete Beach, Florida, its respective past, present, and future affiliates, predecessors, successors, members, assigns, insurers, and each and every one of their respective servants, elected or appointed officials, employees, agents, and attorneys (collectively, “City”).

WHEREAS, Bonfield has been employed by City as City Manager; and

WHEREAS, Bonfield and City entered into that certain Employment Agreement executed by them both on December 20, 2001, which Employment Agreement was duly amended and/or extended, and which Employment Agreement and amendments and/or extensions are attached hereto true and accurate copies as Attachment A.

WHEREAS, Bonfield and City have determined it is in their mutual interests that Bonfield resign his employment by the City; and

WHEREAS, this Agreement is entered into pursuant to Section 3(A)(3) of the Employment Agreement, as amended; and

WHEREAS, Bonfield and City desire to fully and completely resolve and all claims, known and unknown, which they have, had, or may have against each other.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the adequacy of which is hereby acknowledged, and intending to be legally bound, Bonfield and City hereby agree as follows:

1. The recitals above are true and correct to the best of the parties’ belief and are incorporated by reference as if fully set forth here.

2. Bonfield hereby voluntarily and irrevocably resigns from employment by the City effective as of the Effective Date of this Agreement. The City waives any notice requirement.

3. As set forth in the Employment Agreement, as amended, except as expressly set forth differently in this Agreement, the City shall pay to Bonfield in a lump sum severance pay in an amount equal to the sum of: the dollar value of 20 weeks of his current salary, i.e., \$48,064.80; the dollar value of his accrued Paid Time Off, i.e., \$11,127.60; and the dollar value of his accrued sick leave payable pursuant to the City's Personnel Rules and Regulations, i.e., \$6,453.24. The foregoing amount shall be subject to all normal and regular deductions and withholdings and shall be reported to the IRS on an IRS Form W-2. Additionally, the City shall contribute \$7,209.72 to Bonfield's ICMA retirement account, which contribution shall be subject to appropriate reporting and taxes, if any. Additionally, and in partial consideration of Bonfield executing the release of claims set forth herein and foregoing any hearings provided for in the Employment Agreement, as amended, the City shall pay Bonfield in a lump sum an amount equal to the sum of: the dollar value of Bonfield's sick leave accrued but not payable pursuant to the City's Personnel Rules and Regulations, i.e., \$15,057.56; and an amount equal to the dollar value of six weeks of his current salary, i.e. \$14,419.44. This lump sum shall not be subject to deductions or withholdings and shall be reported to the IRS on an IRS Form 1099. Bonfield will be solely responsible for any and all taxes that are payable or may be determined to be payable on this lump sum, whether the employee's share or the employer's share. Additionally, the City will pay the entire cost of the premiums for the City-provided health, dental, and life insurance for Bonfield as currently in effect for a period of six months (or until Bonfield obtains alternative insurance coverage, whichever is sooner), commencing with the effective date of Bonfield's resignation, such payment being subject to appropriate reporting and taxes, if any. The lump

sum payments will be made within seven business days of the expiration of the Revocation Period defined herein below, assuming an effective revocation is not made. The retirement and insurance payments will be timely made in accordance with the normal schedule for such payments, assuming an effective revocation is not made.

4. To the extent required by law, the City will defend and indemnify Bonfield for his actions carried out within the scope of his authority as a City employee.

5. Bonfield shall be entitled to all other benefits ordinarily afforded to a resigning City employee.

6. In consideration of the promises, covenants, and other consideration provided by them hereunder, Bonfield and the City hereby unconditionally, fully, and finally release each other from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorney's fees, debts, demands, actions, obligations, liabilities, and causes of action of any and every kind, character and nature whatsoever, whether known or unknown, foreseen or unforeseen, past or present from the beginning of the world to the effective date of this Agreement. The claims released include, without limitation, those based in tort or contract or any legal theory whatsoever, whether legal or equitable, and, without limitation, those arising under any federal, state, or local law or ordinance, including: the U.S. and Florida Constitutions and their amendments; the U.S. Civil Rights Act, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act; the Older Workers Benefits Protection Act; the Florida Civil Rights Act; and Florida Statutes Chapters 440, 447, and 448. Nothing in this Agreement shall interfere with Bonfield's ability to file a charge or participate in any administrative process or investigation by an agency such as the U.S. EEOC; nothing in this Agreement is intended to or shall interfere with the investigative or enforcement authority of an

agency such as the U.S. EEOC. Bonfield understands and agrees that, by agreeing to this release, he is waiving his ability to collect damages or be afforded any relief from an action brought by him or on his behalf by an agency such as the U.S. EEOC or any other person or entity. Bonfield waives all rights to which he may be entitled under Section 4.02 City Charter. Bonfield represents that he has not assigned or transferred any claims he may have against the City and agrees that, if this is not the case, he will hold harmless and indemnify the City against any such claim. Bonfield covenants not to sue on any claim released hereunder.

7. Bonfield is releasing any claims arising under the ADEA or OWBPA. Bonfield represents that this Agreement is clearly understandable and that he does, in fact, understand this entire Agreement. This Agreement does not release any claim arising after the effective date of this Agreement. Bonfield agrees that, by virtue of entering into this Agreement, he is receiving consideration to which he would not otherwise be entitled. Bonfield represents that he has had not less than twenty-one days in which to consider whether to enter into this Agreement and, to the extent that he has not used that full period of time, he is voluntarily and knowingly waiving it. Bonfield is hereby encouraged to obtain independent legal counsel to advise him as to the meaning of this Agreement and of the rights and obligations created hereunder. Bonfield shall have a period of seven calendar days after he executes this Agreement in which to revoke the Agreement (the "Revocation Period"), which must be accomplished by a written revocation, signed and dated by Bonfield, and actually received by the City's representative designated herein, no later than 5:00 p.m. on the seventh calendar day following the date Bonfield executes the Agreement, as evidenced by the date affixed below his signature on this Agreement. (If the seventh calendar day is a Saturday, Sunday, or legal holiday, the written revocation will be due at 5:00 p.m. on the next following business day.) The written revocation must be titled

“Revocation Of Separation Agreement And Release” and unequivocally state Bonfield’s revocation of this Agreement. If Bonfield makes an effective revocation of this Agreement, the Agreement shall be as if never entered into and neither Bonfield nor the City shall be entitled to any benefit or obligation hereunder. The Revocation Period does not toll any time period that may exist under the Employment Agreement, as amended, or any applicable federal, state, or local law or regulation. The City’s representative for purposes of a written revocation is Elaine Edmunds, Interim City Manager, 155 Corey Avenue, St. Pete Beach, Florida 33706. The Effective Date of this Agreement coincides with the expiration of the Revocation Period.

8. Nothing in this Agreement constitutes an admission of liability or wrongdoing of any kind by Bonfield or the City. Bonfield and the City expressly deny any liability or wrongdoing.

9. This Agreement supersedes all prior agreements between Bonfield and the City. This Agreement constitutes the entire agreement between Bonfield and the City concerning its subject matter.

10. This Agreement will be construed and interpreted according to its language and not strictly against either Bonfield or the City, regardless of authorship. This Agreement shall be governed and construed according to the laws of the State of Florida. Should any provision or part of a provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable and incapable of being made enforceable by the court, except for paragraph 6, the remainder of the Agreement shall remain in full force and effect. Any action arising from this Agreement shall be heard and decided by a judge and not a jury. Bonfield understands that he is hereby giving up any right he may have to have disputes arising from this Agreement heard by a jury. Bonfield and City agree that venue for such an action will be proper in Pinellas County,

Florida, (or, if in federal court, in Hillsborough County, Florida) and neither Bonfield nor the City will challenge venue, regardless of convenience. The prevailing party in such litigation will be entitled to its reasonable attorney's fees and expenses, including appellate fees and expenses.

11. This Agreement may be entered into in counterparts, all of which together will constitute a single document. Electronically transmitted signatures shall be treated as originals. This Agreement may be modified only by a writing signed by all the parties.

12. Bonfield agrees that he will cooperate with all reasonable requests by the City in any dispute or proceeding, including, but not limited to, planning, setting strategy, preparation, counsel, testimony, and attendance at meetings, hearings, or proceedings arising from or related to events that occurred during his employment by the City or of which he has material knowledge. Bonfield agrees that he will not be entitled to compensation for such cooperation. The City will pay Bonfield's reasonable expenses incurred in connection with such cooperation and may require reasonable documentation thereof.

IN WITNESS WHEREOF, and fully voluntarily, knowingly, and after full and independent consideration, in full understanding of the provisions of this Agreement and the benefits and obligations to be received and undertaken hereunder, and intending to be legally bound by the terms of this Agreement, Bonfield and the City hereby below execute this Agreement.

MICHAEL P. BONFIELD

CITY OF ST. PETE BEACH

By: _____

Date: _____

Date: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Separation Agreement with Michael P. Bonfield

Date: April 30, 2014

Prepared By: Elaine Edmunds, Interim City Manager

Summary of Issue: Attached is the Separation Agreement and Release entered into by and between Michael P. Bonfield and The City of St. Pete Beach. The City Attorney has reviewed the agreement and it has been forwarded to Mr. Bonfield for his final review and approval.

Following is a summary of the agreement:

1. Mr. Bonfield resigns and waives his right to a hearing.
2. Mr. Bonfield receives 20 week's severance along with the dollar value of his accrued paid time off and sick leave payable under the city personnel rules, together with a contribution to the ICMA retirement plan.
3. Mr. Bonfield releases the city from any possible claims he might have against the city and in return receives an amount equal to six week's pay together with an amount equal to his accrued sick leave which is not payable under the city personnel rules.
4. The City releases Mr. Bonfield from any claims it may have against him.
5. The City will defend and indemnify Mr. Bonfield for any actions carried out within the scope of his authority as a city employee.
6. Mr. Bonfield agrees to reasonably cooperate with the City in any disputes that might arise regarding things that occurred during his employment.
7. The City shall pay the cost of health, dental and life insurance as currently paid under his contract for six months or until he obtains alternate coverage, whichever is sooner.
8. Mr. Bonfield may revoke the agreement within seven (7) calendar days. This is a requirement to make the waiver of rights under the Old Age Discrimination Act enforceable.
9. The City pays within seven (7) days of the expiration of the revocation period.

Requested Motion: "I move to approve the Separation Agreement with Michael P. Bonfield."

Attachments: Separation Agreement

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to the EMPLOYMENT AGREEMENT of the City Manager is made and entered into this 14th day of February 2012, by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City and Employee entered into an Employment Agreement dated December 20, 2002; and

WHEREAS, it is agreed that the Salary provisions of the Employment Agreement shall be adjusted to reflect a Merit Increase of 2%,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Employment Agreement dated December 20, 2002 shall be amended to read as follows:

Section 4. Salary

City agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$121,912.96 to be paid in equal bi-weekly installments. The City Commission shall, on an annual basis, review the performance of the Employee and in its discretion may agree to increase the base salary or other benefits of the Employee. The base salary shall not be decrease during the term of this agreement.

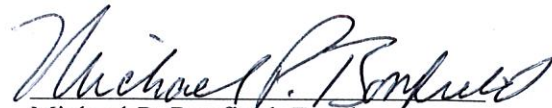
IN WITNESS WHEREOF, the City of St. Pete beach has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:


City Clerk

CITY OF ST. PETE BEACH


Steve McFarlin, Mayor


Michael P. Bonfield, Employee

APPROVED AS TO FORM:


Mike Davis, City Attorney

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to the EMPLOYMENT AGREEMENT of the City Manager is made and entered into this 24th day of May 2011, by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City and Employee entered into an Employment Agreement dated December 20, 2002; and

WHEREAS, the term of the current Employment Agreement entered into on December 20, 2002 expires on January 27, 2012, and

WHEREAS, it is the desire of the City Commission with the approval of the City Manager to have the Term provision no longer be in effect; and

WHEREAS, it is agreed that the Severance provision of the Employment Agreement shall be adjusted to reflect that Employee shall be entitled to a lump sum payment equal to his salary and benefits for six (6) months; and

WHEREAS, it is agreed that the Resignation and Notice provision of the Employment Agreement shall be adjusted to reflect that Employee shall give sixty (60) days advance notice of his resignation, unless the parties otherwise agree, in writing; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Employment Agreement dated December 20, 2002 shall be amended to read as follows:

Section 2. Term: THIS SECTION IS NO LONGER IN EFFECT

~~The term of the Employment Agreement is extended for a period of two years from January 28, 2010, the expiration of the current Contract, and will, therefore terminate on January 27, 2012. There may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before January 27, 2011.~~

Section 3. Termination, Severance Pay and Benefits:

B. SEVERANCE:

2. If this Agreement is terminated for any reason, pursuant to the provisions of Section 3A above, except for the reasons set forth in sub-paragraph (1) or in the event of Employee's resignation without a resignation

Agreement, Employee shall be entitled to a lump sum payment equal to his salary and benefits for six (6) months.

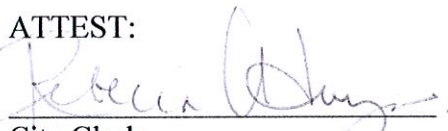
3. In addition, Employee shall be entitled to compensation for accrued vacation and sick leave pursuant to the City's Personnel Policies and Procedures Manual. City shall pay and provide for the continuation of the insurance benefits provided in Section 11 of this Agreement at the prevailing rate for a period of six (6) months following the date of termination or until the Employee secures insurance benefits, whichever comes first.

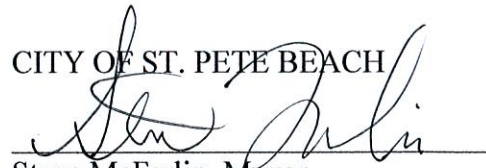
C. RESIGNATION AND NOTICE:

Employee may resign without an Agreement. In the event that Employee voluntarily resigns his position of City Manager, he will not be entitled to any of the severance benefits described in Section 3 B, and Employee shall give sixty (60) days advance notice of his resignation, unless the parties otherwise agree, in writing.

IN WITNESS WHEREOF, the City of St. Pete beach has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:


City Clerk

CITY OF ST. PETE BEACH

Steve McFarlin, Mayor


Michael P. Bonfield, Employee

APPROVED AS TO FORM:


Mike Davis, City Attorney

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to the EMPLOYMENT AGREEMENT of the City Manager is made and entered into this 26th day of May 2009, by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City and Employee entered into an Employment Agreement dated December 20, 2002; and

WHEREAS, the term of the current Employment Agreement entered into on December 20, 2002 expires on January 27, 2010, and

WHEREAS, it is the desire of the City Commission with the approval of the City Manager to extend the term of the Contract for a period of up to four (4) years from January 27, 2010, the expiration date of the current Employment Agreement; and

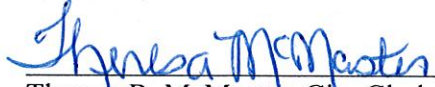
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Employment Agreement dated December 20, 2002 shall be amended to read as follows:

Section 2. Term:

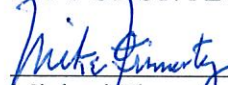
The term of the Employment Agreement is extended for a period of two years from January 28, 2010, the expiration of the current Contract, and will, therefore terminate on January 27, 2012. There may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before January 27, 2011.

IN WITNESS WHEREOF, the City of St. Pete beach has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:


Theresa B. McMaster, City Clerk

CITY OF ST. PETE BEACH


Michael Finnerty, Mayor


Michael P. Bonfield, Employee

APPROVED AS TO FORM:


Mike Davis, City Attorney

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to the EMPLOYMENT AGREEMENT of the City Manager is made and entered into this 23rd day of January 2007, by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City and Employee entered into an Employment Agreement dated December 20, 2002; and

WHEREAS, the term of the current Employment Agreement entered into on December 20, 2002 expires on January 27, 2009, and

WHEREAS, it is the desire of the City Commission with the approval of the City Manager to extend the term of the Contract for a period of up to four (4) years from January 27, 2009, the expiration date of the current Employment Agreement; and

WHEREAS, it is further agreed that the Salary provisions of the Employment Agreement shall be adjusted to reflect a Cost of Living Adjustment of 3.5% and the average merit increase for management employees of 3% shall, also, be amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Employment Agreement dated December 20, 2002 shall be amended to read as follows:

Section 2. Term:

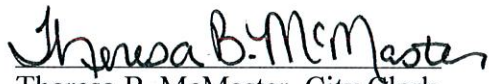
The term of the Employment Agreement is extended for a period of one year from January 28, 2009, the expiration of the current Contract, and will, therefore terminate on January 27, 2010. There may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before January 27, 2009.

Section 4. Salary

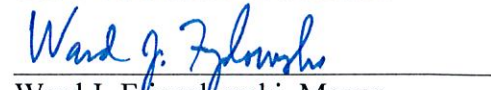
City agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$117,180.96 to be paid in equal bi-weekly installments. The City Commission shall, on an annual basis, review the performance of the Employee and in its discretion may agree to increase the base salary or other benefits of the Employee. The base salary shall not be decrease during the term of this agreement.

IN WITNESS WHEREOF, the City of St. Pete beach has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTEST:

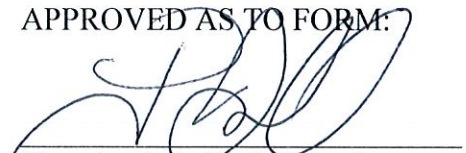

Theresa B. McMaster, City Clerk

CITY OF ST. PETE BEACH


Ward J. Friszolowski, Mayor


Michael P. Bonfield, Employee

APPROVED AS TO FORM:


Timothy P. Driscoll, City Attorney

4

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: City Manager's Employment Agreement extension

Date: January 27, 2004

Prepared By: Michael P. Bonfield, City Manager 

Summary of Issue: Section 2 of my Employment Agreement provides for "an additional two (2) year contract extension to be mutually agreed upon by both parties, in writing, on or before the Employee's second anniversary, January 28, 2004."

Requested Motion: "I move to adopt Resolution 2004-02, a resolution of the City Commission of the City of St. Pete Beach, Pinellas County, Florida providing for the extension of the Employment Agreement with the City Manager for an additional 2 years."

Attachments: Employment Agreement extension memo

MEMORANDUM



Office of the City Manager

To: Mayor & Commission

From: Mike Bonfield
City Manager

Date: January 21, 2004

RE: Employment Agreement
extension

My second anniversary as City Manager in St. Pete Beach will be on January 28, 2004. As provided for in Section 2 of my Employment Agreement "there may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before the Employee's second anniversary, January 28, 2004." I am hereby requesting the Employment Agreement be extended for a period of two years to terminate on January 28, 2007. I have thoroughly enjoyed my time working in St. Pete Beach and look forward to continuing my service to the community.

4

**St Pete Beach City Commission
Agenda Report**

Issue Considered: City Manager Annual Performance Evaluation and Merit Increase

Date: January 27, 2004

Prepared By: Michael P. Bonfield, City Manager 

Summary of Issue: I will have completed two years as City Manager on January 28, 2004. As provided for in my Employment Agreement the "City Commission shall review and evaluate the performance of City Manager at least once annually." I have met individually with the Mayor and each Commissioner to discuss their evaluation. The Mayor will provide a summary of the findings at our meeting.

Also provided for in my Employee Agreement is the consideration of a merit increase. A four (4) percent increase is included in the current budget for all MAPS employees

Requested Motion: "I make a motion the City Manager's base salary be increased by ____%."

Attachments: Section 5, Performance Evaluation of Employee Agreement

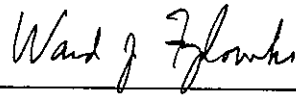
RESOLUTION NO. 2004-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA PROVIDING FOR THE EXTENSION OF THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER FOR AN ADDITIONAL 2 YEARS

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida in a regular meeting held Tuesday, January 27, 2004, resolves as follows:

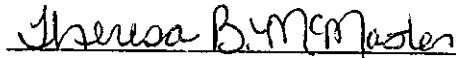
As provided for in Section 2 of the City Manager's Employment Agreement, the City Commission extends the agreement for an additional two (2) years which will expire on January 28, 2007.

Resolved and Done, this 27th Day of January, 2004, by the Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida.



Ward J. Friszolowski, Mayor

ATTEST



Theresa B. McMaster, City Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF ST. PETE BEACH, State of Florida, a municipal corporation, hereinafter referred to as "City" and MICHAEL P. BONFIELD, hereinafter referred to as "Employee".

W I T N E S S E T H:

WHEREAS, the City desires the services of the Employee as City Manager, as provided for in the City Charter and City Code of Ordinances;

WHEREAS, it is the desire of the City to establish the initial salary and term for the Employee, to provide certain conditions of employment and to set forth the working conditions for the Employee, to provide certain benefits for the Employee, to provide an automobile for the Employee, and to provide for a severance pay and benefit package for the Employee.

WHEREAS, the parties acknowledge that Employee as a member of the International City/County Management Association (ICMA) shall conduct himself in the performance of his duties in accord with the "ICMA Code of Ethics"

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties:

City hereby agrees to employ MICHAEL P. BONFIELD as City Manager of said City to perform the functions and duties of City Manager as specified in the City Charter and City Code's of Ordinances, and to perform other legally permissible and proper duties as the Commission shall from time to time assign.

Section 2. Term:

The initial term of the Agreement shall be for three (3) years, commencing on January 28, 2002. There may be an additional two (2) year option to be mutually agreed upon by both parties, in writing, on or before the Employee's second anniversary, January 28, 2004.

Section 3. Termination , Severance Pay and Benefits:

A. TERMINATION:

This Agreement may be terminated only upon the following conditions:

- (1) If Employee is convicted of a felony.
- (2) If Employee fails to perform the duties required under and pursuant to the provisions of this Agreement.
- (3) If City and Employee shall mutually agree in writing to such termination through a resignation.
- (4) At Employee's option, this Agreement may be terminated, upon the occurrence of either of the following:
 1. City at any time during Employee's employment reduces Employee's salary or other financial benefits as provided by this Agreement or added subsequent to this Agreement.
 2. City fails, within thirty (30) days after written notice has been given by Employee to City Commission, to comply with any provision of this Agreement which benefit Employee.
- (5) In the event of disability as provided in Section 11.1
- (6) At the City Commission's option to terminate in accord with the provisions of Sec. 4.02 (b) of the City Charter.

B. SEVERANCE:

1. If termination is due to the conviction of a felony, Employee is not entitled to severance benefits.
2. If this Agreement is terminated for any reason, pursuant to the provisions of Section 3A above, except for the reasons set forth in sub-paragraph (1) or in the event of Employee's resignation without a resignation Agreement, Employee shall be entitled to a lump sum payment equal to his salary and benefits for the remaining balance of the Agreement term or six (6) months salary, whichever is greater.
3. In addition, Employee shall be entitled to compensation for accrued vacation and sick leave pursuant to the City's Personnel Policies and Procedures

Manual. City shall pay and provide for the continuation of the insurance benefits provided in Section 11 of this Agreement at the prevailing rate for a period of six (6) months following the date of termination or until the Employee secures insurance benefits, whichever comes first.

C. RESIGNATION AND NOTICE:

Employee may resign without an Agreement. In the event that Employee voluntarily resigns his position of City Manager, he will not be entitled to any of the severance benefits described in Section 3 B, and Employee shall give ninety (90) days advance notice of his resignation, unless the parties otherwise agree, in writing.

Section 4. Salary:

City agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$89,000 to be paid in equal bi-weekly installments. The base salary of \$89,000 shall not be decreased during the term of this Agreement. The City Commission shall, on an annual basis, review the performance of the Employee and in its discretion may agree to increase the base salary or other benefits of the Employee.

Section 5. Performance Evaluation:

A. City Commission shall review and evaluate the performance of City Manager at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and Employee. Said criteria may be added to or deleted from as the City Commission may, from time to time, determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a written summary statement of the findings of the Commission and provide an adequate opportunity for the Employee to discuss his evaluation with the Commission.

B. Annually, the Commission and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 6. Bonding:

City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 7. Dues and Subscriptions:

A. City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local public administration associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. The City specifically agrees to pay the dues for membership in the International City Management Association and Florida City/County Management Association.

B. City recognizes the desirability of representation in and before local civic and other organizations and agrees to budget and to pay for Employee's membership in such civic clubs and organizations as City deems necessary and desirable.

Section 8. Professional Development:

A. City hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and other occasions adequate to continue Employee's professional development and to adequately pursue official and other functions for City, including attendance to at least two annual conferences. Attendance at additional conferences must be approved by Commission during the budget process.

B. City also agrees to budget and to pay for Employee's travel and subsistence expenses for short courses, institutes and seminars including but not necessarily limited to the National and State Conference of the International City Managers Association that are necessary for his professional development and for the good of the City.

C. City also agrees to budget and to pay for other business expenses necessary to perform the Employee's duties. Reimbursement for said expenses shall be based upon actual receipts submitted by the Employee.

Section 9. Automobile:

The Employees duties require that he shall have the exclusive and unrestricted use of an automobile within the State of Florida for personal and business use at all times during employment in accordance with IRS regulations for personal use; therefore, the City shall provide the Employee with an automobile. City shall be responsible for paying all liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The existing vehicle assigned to the previous City Manager shall be used for the remaining term of the lease and at the lease expiration, the Employee and City will agree upon an appropriate replacement vehicle.

Section 10. Vacation, Sick and Holiday Leave:

A. Vacation Leave – Upon the effective date of this Agreement, the Employee shall be credited with one hundred and sixty (160) hours of vacation leave. Thereafter, Employee shall be entitled to one hundred and sixty (160) hours of annual vacation leave. Employee's annual vacation leave for each year following the first anniversary date of this Agreement shall accrue in the same manner used to accrue vacation leave for other exempt employees. The Employee may not accrue annual vacation leave in excess of three hundred and twenty (320) hours.

B. Sick Leave – Upon the effective date of this Agreement, the Employee shall be credited with ninety-six (96) hours sick leave. Employee's annual sick leave for each year following the first anniversary date of this Agreement shall accrue in the same manner and at the same rate as other exempt employees.

C. Holiday Leave – The Employee shall receive the same holiday leave as other exempt employees.

Section 11. Health, Dental, and Life Insurance:

The City provides group health and dental insurance to its employees, and the Employee shall be entitled to choose any of the available benefit options available under those plans that will provide coverage for Employee, his spouse and children. The City shall provide a one hundred thousand dollars (\$100,000) term life insurance policy to Employee. Premium cost for the health, dental and life insurance benefits provided to Employee under this section shall be paid by the City.

Section 11.1 Disability:

The City shall provide Employee with short term disability income insurance and shall pay the full premium cost for such insurance. The Employee shall be entitled to choose any of the available plans provided by City. Employee is a key City employee and his job presence is necessary for the proper operation and function of City government. Therefore, if the Employee shall become disabled and remain disabled for longer than four (4) successive workweeks, beyond any accrued sick or vacation leave, the City Commission may terminate his employment. Disabled means that because of injury or illness, the Employee cannot perform his employment duties.

Section 12. Retirement:

City agrees to execute all necessary documents provided by the International City Management Association-Retirement Corporation (ICMA-RC) for Employee's continued

participation in said ICMA-RC 401A and 457 retirement plans, or any other deferred compensation plan of the Employee's choice. In addition to the base salary paid by the City to the Employee, the City agrees to pay, on behalf of the Employee, an amount equal to fifteen percent (15%) of the Employee's base salary into the selected retirement plan, in equal proportionate amounts each pay period. Contributions provided for herein shall be one hundred percent (100%) vested upon payment by the City. In the event Employee terminates his employment, the City shall execute whatever documents are authorized under the retirement plan to allow for Employee's continued participation in the plan.

Section 13. Indemnification:

City shall defend, save harmless and indemnify Employee 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 at any time in the performance of Employee's duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Nothing herein contained is intended to, nor shall it, provide indemnification for any act or omission held by a court of competent jurisdiction to constitute a crime under the laws of Florida or the United States, fraud, or defalcation. In the event Employee's act or omission is held by a court of competent jurisdiction to constitute gross negligence or the wanton and willful disregard of others then, in such event, City shall have the option, in the sole discretion of a majority of City Commission, to determine whether City shall indemnify Employee as provided in the first sentence of this Section 13.

Section 14. Other Terms and Conditions of Employment:

A. The City Commission shall establish any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of Employee, provided such terms and conditions are not in conflict with the provisions of this Agreement, the City Charter or any other applicable law.

B. All benefits, regulations and rules of the City as they now exist or hereafter may be amended, that apply to City Employees shall also apply to Employee, unless this Agreement specifically provides to the contrary.

C. Employee shall have the full authority to function as the City Manager of the City of St. Pete Beach under the powers, duties and restrictions granted and imposed by the City Charter, the Code or Ordinances, and by all other applicable laws.

D. Employee shall devote his entire time to the discharge of his official duties

and shall not engage in outside employment.

Section 15. General Provisions:

A. The text herein shall constitute the entire Agreement between the parties and shall be binding upon and shall inure to the benefit of parties, their heirs, successors and assigns.

B. The effective date of this Agreement shall be the date on which it is signed by Employee.

C. If any provision, or any portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected by said ruling and shall remain in full force and effect.

D. The venue for any cause of action that would occur out of this Agreement will be Pinellas County, Florida.

E. This Agreement shall be construed under Florida Law.

IN WITNESS WHEREOF, the City of St. Pete Beach has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ST. PETE BEACH

Ward J. Friszolowski Dec 20, 2001
Ward Friszolowski, Mayor Date

ATTEST:

Theresa McMaster
Theresa McMaster, City Clerk

APPROVED AS TO FORM

James A. Devito
James A. Devito, City Attorney

Michael P. Bonfield
Michael P. Bonfield, Employee

12/20/01
Date

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Discuss Process for Filling Vacant District 2 Commission Seat

Date: April 28, 2014

Prepared By: Elaine Edmunds, Interim City Manager

Summary of Issue: According to Section 3.06 (c) (2), if there is more than 6 months remaining in the unexpired term, the commission shall fill the vacancy on an interim basis and shall schedule a special election not sooner than 60 days, nor more than 90 days following the occurrence of the vacancy.

The first item to consider is soliciting applications for the vacancy and filling the vacancy at the next meeting.

The second item to consider is whether or not to hold the election within the 90 day period, or pass an ordinance to hold the election later. Should the commission decide to delay the election, an ordinance could be placed on the May 13, 2014 agenda.

Attachments: None