M E M O R A N D U M

Date: June 26, 2012

TO: Town Commission

FROM: David Persson, Town Attorney

SUBJECT: Town Manager Employment Agreement Amendment

At the June 21, 2012 Regular Workshop Meeting the Town Commission directed the Town Attorney to prepare an amendment to the Town Manager Employment Agreement for consideration at the July 2, 2012 Regular Meeting.

Attached is a copy of the First Amendment to Employment Agreement as well as the original, fully executed, Employment Agreement.

Please contact me if you have any questions.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement made this _____ day of _____, 2012, by and between the Town of Longboat Key, Florida, a municipal corporation (hereinafter referred to as "the Town") and David R. Bullock (hereinafter referred to as "Employee").

WHEREAS, the parties entered into an Employment Agreement dated October 3, 2011 (hereinafter referred to as "the Agreement"), the terms of which are incorporated herein by reference; and

WHEREAS, the parties wish to modify certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to modify the Agreement as follows:

1. Section 2 – Term is hereby amended to read as follows:

   The term of this Agreement shall commence November 1, 2011, and shall terminate October 31, 2015, unless extended pursuant to Section 3.D.

2. Section 3 – Termination, paragraph B.2., is amended to read as follows:

   2. If terminated without cause, Employee shall be entitled to a lump sum severance equivalent to twenty (20) weeks of his annual salary and benefits at the rate and effect at the time of termination in an amount not to exceed the provisions of Section 215.425 Florida Statutes (2012). Said payment shall be made within fifteen (15) days of termination. Until Employee receives severance, the Town shall continue to provide benefits on the same basis that it was providing Employee prior to termination.

3. Section 3 – Termination, paragraph D., is hereby amended to read as follows:

   On or before September 15, 2015, the following may occur:

1. The Town Commission may take no action on this Agreement. If the Town Commission takes no action, this Agreement shall be automatically extended under its terms and conditions for an additional three (3) years.

2. The Town Commission at a properly noticed meeting, by majority vote, may decline to extend this Agreement whereupon this Agreement shall expire ninety (90) days from the action taken by the Town Commission whereupon this Agreement shall terminate and no severance benefits shall be paid hereunder.

3. Employee may request in writing to the Town Commission that the Agreement shall not be extended whereupon this Agreement shall expire ninety (90) days from the date of the written request and no severance benefits shall be paid hereunder.

4. All of the terms and conditions contained within the Agreement are hereby ratified and confirmed and remain in full force and effect unless expressly modified by this First Amendment to Employment Agreement.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
James L. Brown, Mayor

ATTEST:

_____
Trish Granger, Town Clerk

APPROVED AS TO FORM:

_____
David P. Persson, Town Attorney

DAVID R. BULLOCK

David R. Bullock
_____

EMPLOYEE WITNESSES:

Susan M Phillips
Sign Name

Susan M. Phillips
Print Name

_____
Sign Name

Jo Ann Mixon
Print Name

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") made and entered into this 3rd day of October, 2011, by and between the Town of Longboat Key, a Municipal Corporation organized under the laws of the State of Florida ("the Town") and David R. Bullock ("Employee") both of whom agree as follows:

WITNESSETH:

WHEREAS, Article III, Section 1 of the Town Charter provides for the appointment of a Town Manager by the Town Commission ("Commission"); and

WHEREAS, Commission hereby expresses its willingness and desire to employ Employee to commence the duties of Town Manager pursuant to the terms and conditions of this Agreement; and

WHEREAS, Employee shall serve as Town Manager for the Town of Longboat Key commencing on the effective date of this contract receiving all the benefits provided herein so long as he remains Town Manager.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 – DUTIES

The Town shall employ Employee as Town Manager pursuant to the powers, duties and responsibilities as set forth in the Town of Longboat Key Charter, its Code of Ordinances and all applicable state and federal law and shall perform such other legally permissible and proper duties and functions as the Town Commission may, from time to time, assign to him.

SECTION 2 – TERM

The term of this Agreement shall commence beginning November 1, 2011, as set forth herein and shall be for approximately one year as set forth below unless extended pursuant to Section 3.D.1.

SECTION 3 – TERMINATION

A. Resignation – Employee shall give the Town at least ninety (90) days' notice prior to the effective date of his resignation from office. Should Employee resign his employment, Employee shall receive payment for the time actually worked under the terms of this Agreement and shall receive no severance pay or benefits under this Agreement or the Town Personnel Rules and Regulations unless otherwise mutually agreed upon by both parties.

B. Termination by the Town

The Town Manager shall serve at the will and pleasure of the Town Commission subject to the terms of this Agreement. Involuntary termination shall be pursuant to the terms of Art. III, Section 2 of the Town Charter in effect as of the date of this Agreement.

1. If terminated for cause, Employee shall not be entitled to any severance as set forth herein. Cause shall be defined as conviction or adjudged guilty of a felony or a serious misdemeanor involving moral turpitude of the Employee.
2. If terminated without cause, Employee shall be entitled to a lump sum severance equivalent to thirty (30) days of his annual salary and all benefits at the rate and effect at the time of termination. Said payment shall be made within fifteen (15) days of said termination. During the period Employee is receiving severance pay, the Town shall continue to provide Group Medical and Health Insurance on the same basis that it was providing Employee before his employment ceased.

C. This contract may be terminated by mutual agreement of Employee and Town upon terms and conditions mutually agreed upon in accordance with all applicable law.

D. On or before September 15, 2012, and each succeeding year thereafter, the following may occur:

1. The Town Commission may take no action on this Agreement. If the Town Commission takes no action, this Agreement shall be automatically extended under its terms and conditions, with no additional compensation and benefits as set forth in Section 4 and 6 below, for an additional year except that the severance set forth in Section 3.B.2 shall increase an additional thirty (30) days for each year this Agreement is extended not to exceed a total of ninety (90) days severance.
2. The Town Commission at a properly noticed meeting, by majority vote, may decline to extend the Agreement whereupon this Agreement shall expire ninety (90) days from the date of that action and no severance benefits shall be paid hereunder.
3. Employee may request in writing to the Commission that the Agreement shall not be extended whereupon this Agreement shall expire ninety (90) days from the date of that action and no severance benefits shall be paid hereunder.

SECTION 4 – COMPENSATION

Employee shall be paid a base annual salary of $180,000.00 per year commencing on November 1, 2011, payable in installments at the same time and the same manner as applicable to all general employees of the Town. The Town Commission may, but is not required to, increase Employee's salary based on performance following annual review or as deemed appropriate by the Commission. Such salary increase, if any, shall become the annual base salary under this Agreement without necessity of amending this Agreement.

SECTION 5 – PROFESSIONAL DUES, TRAVEL AND JOB RELATED EXPENSES

A. The Town shall pay all reasonable professional dues and subscriptions of Employee which are a necessary and appropriate part of his participation in national, regional and state and local associations or organizations necessary and desirable for his continued professional participation and growth and advancement.

B. The Town shall pay reasonable travel and expenses (including mileage reimbursement for use of Employee's personal vehicle) of Employee while on Town business or while attending functions as a representative of or behalf of the Town in accordance with established policies of the Town. Employee shall not be entitled to travel expenses associated with travel between his home and work.

C. The Town shall pay travel and expenses of Employee for short courses, institutes, seminars that are necessary for Employee's professional development and for the benefit of the Town subject to appropriation.

D. The Town shall furnish Employee with all equipment and supplies usually and customarily provided a Town Manager to allow Employee to efficiently perform his duties and responsibilities as described hereunder.

SECTION 6 – OTHER BENEFITS

A. Life Insurance – The Town shall provide or pay Employee, at Employee's option, for term life insurance in the amount of three times Employee's annual salary.

B. Healthcare Insurance – The Town shall pay for all health and dental insurance of Employee on the same basis as at-will employees of the Town pursuant to the Personnel Rules and Regulates adopted by the Town Commission. The Town shall waive any initial waiting period for medical and dental coverage provided the Town's insurance carriers agree to such waiver. Alternatively, the Employee may select health insurance from a third party health insurance provider, selected by the

Employee and paid for by the Town, so long as the cost of the third party health insurance is equal to or less than the cost of the insurance that would have been provided under the Town's existing health insurance policy.

C. Disability Insurance – The Town shall provide disability coverage to Employee on the same basis as at-will employees of the Town pursuant to the Personnel Rules and Regulates adopted by the Town Commission. The Town shall waive the initial waiting period provided the Town's insurance carriers agree to such waiver.

D. Annual Physical – Employer shall reimburse Employee for the cost of a complete physical examination during each fiscal year. The examination shall be conducted by a physician of Employee's choice.

E. Leave – Employee shall be entitled to accrue leave at the same rate and subject to the same conditions as at-will employees of the Town pursuant to the Personnel Rules and Regulates adopted by the Town Commission with more than six months continuous service.

F. Long Term Care Insurance – The Town shall pay for Long Term Care Insurance for Employee to the extent that premiums do not exceed $7,000.00 per year payable in equal monthly installments. The Long Term Care Insurance provided by the Town shall be selected by Employee.

G. Retirement Contribution – In lieu of participating in the Town's pension plan and in addition to the salary paid by the Town to Employee, the Town shall pay in equal proportions an amount equal to 17.8% of salary to be deposited into a deferred compensation account or other tax deferred account as directed and established by Employee.

H. Vacation – Employee shall be entitled to vacation to be accrued in the same amount and under the same conditions as at-will employees of the Town pursuant to the Personnel Rules and Regulates adopted by the Town Commission. The Town shall waive any initial waiting period, if any.

SECTION 7 – ANNUAL REVIEW

The Town Commission shall conduct a preliminary review and evaluation of the job performance and expectations of the Employee approximately 90 days after the effective date of this Agreement. Thereafter, the Town Commission shall review and evaluate the job performance of Employee at least once annually on or before September 15 of each year of this Agreement. The Town Commission shall define the goals and objectives of Employee at least annually.

SECTION 8 – OUTSIDE EMPLOYMENT

Employee agrees to devote full time to the work and performance of his duties and responsibilities under Section 1 and agrees not to engage in any other employment during the period of his employment under this Agreement unless approved as an amendment to this Agreement.

SECTION 9 – GENERAL PROVISIONS

A. Venue – Any action arising under this Agreement shall be brought only in Sarasota County, Florida.

B. Notices – All notices under this Agreement shall be in writing and shall be given to the Town at 501 Bay Isles Road, Longboat Key, Florida 34228 and to Employee at 501 Bay Isles Road, Longboat Key, Florida 34228. Notices shall be hand delivered to the recipient or mailed, certified or registered mail, return receipt requested, with sufficient postage to reach the destination. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

C. Severability – If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or

portion thereof, shall be deemed to be severable and shall remain in full force and effect.

In Witness Whereof, the parties have executed this Agreement the date and year first above written.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
James L. Brown, Mayor

ATTEST:

_____
Trish Granger, Town Clerk

DAVID R. BULLOCK

_____

EMPLOYEE WITNESSES:

_____
Sign Name

Rachel Radtke
Print Name

_____
Sign Name

David P. Persson
Print Name

APPROVED AS TO FORM

_____
David P. Persson, Town Attorney