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RESOLUTION NO. R2010-30

RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA,
APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO EXECUTE THE RESTATED AND AMENDED MANAGER'S
EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND PAUL
SCHOFIELD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wellington Council has determined that it is in the best interest of Wellington to enter into a Restated and Amended Manager's Employment Agreement with Paul Schofield to continue his services as Wellington's Manager; and

WHEREAS, a Restated and Amended Manager's Employment Agreement between Wellington and Paul Schofield has been prepared and is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL
that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Wellington Council hereby accepts and approves the Restated and Amended Employment Manager's Agreement between Wellington and Paul Schofield and authorizes the Mayor and Village Clerk to execute the Agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 3. This Resolution shall become effective immediately upon adoption.

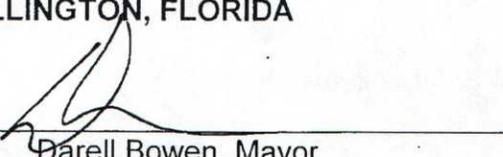
PASSED AND ADOPTED this 11th day of May, 2010.

ATTEST:

WELLINGTON, FLORIDA

BY: 

Awilda Rodriguez, Village Clerk

BY: 

Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 

Jeffrey S. Kurtz, Village Attorney

Exhibit "A"

RESTATED AND AMENDED MANAGER'S EMPLOYMENT AGREEMENT BETWEEN WELLINGTON AND PAUL SCHOFIELD

THIS AGREEMENT restating, amending and extending the employment agreement between Wellington and Paul Schofield as manager is made this 11th day of May, 2010. Paul Schofield, AICP, hereinafter referred to as MANAGER is currently under contract with the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter called EMPLOYER until February 13, 2011. The parties are desirous of extending the current agreement for an additional six (6) year time period. This Agreement shall restate and supersede the existing employment agreement between the parties. In consideration of the mutual obligations set forth below, the MANAGER and the EMPLOYER agree as follows:

I. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, and Policies and Procedures of Wellington and as provided by Florida Law and as mutually agreed to by the MANAGER and EMPLOYER from time to time, as well as the functions and duties of the Chief Administrative officer of the Acme Improvement District. The EMPLOYER shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of Wellington until termination of this Agreement. The MANAGER shall not be employed by any other employer until the termination of this Agreement. The term "employed" shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER's time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes. The MANAGER shall devote his full time to act as the Wellington Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of Wellington and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization. The MANAGER agrees to direct and supervise the operation of Wellington and Acme Improvement District and appoint and employ such personnel as may be necessary for the proper and efficient operation of both entities. Subject to budget limitations, the MANAGER shall be solely responsible for the hiring, firing and direction of all non-charter Wellington employees. The EMPLOYER shall be solely responsible for the hiring and firing of all Charter Officers. The MANAGER shall maintain coordination, communication and consultation with all other Charter Officers on all matters requiring their expertise or input as often as and to the extent necessary to efficiently carry out the functions of Wellington.

It is recognized that the MANAGER must devote significant time outside the confines of normal office hours to the EMPLOYER's business. To that end, the MANAGER is entitled to vary his hours as necessary to balance the demands on his time; however, in no case shall the MANAGER dedicate less than an average of forty (40) hours per week in the performance of his official duties.

II. TERMS OF EMPLOYMENT

- A. The term of this Agreement shall begin upon the date of execution of the Agreement and remain in effect until February 14, 2016. If either party to the Agreement does not give written notice to the other, of their desire to renegotiate the terms of the Agreement or terminate the Agreement by September 1st of the year preceding the end of the Term, then

the Agreement shall be automatically extended for an additional one year under the same terms and conditions then existing. The term of this Agreement may be modified by written mutual consent of the parties.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at anytime, subject only to the provisions set forth in Section III herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section III herein below.

III. TERMINATION AND SEVERANCE PAY

- A. In the event the MANAGER is terminated by the EMPLOYER for any reason other than those set forth in Section III (B) herein below and during which time the MANAGER is willing and able to perform his duties under this Agreement, then in any event EMPLOYER agrees to pay MANAGER severance pay equal to twelve (12) months salary and benefits. All Group Life Insurance program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits provided by the EMPLOYER for the MANAGER and his dependents shall continue in full force and coverage at EMPLOYER'S expense until the end of the severance period or until similar coverage is provided to MANAGER by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall not be credited towards the COBRA continuation of coverage period (typically eighteen (18) months). Coverage under COBRA shall be at the MANAGER'S expense and shall commence upon the expiration of all coverage provided under the severance provisions herein. Any continuation of coverage under COBRA shall be contingent upon the MANAGER'S and his covered dependents' timely completion and return of the COBRA enrollment form and the timely submission of the COBRA minimum payments. At the time of his termination of employment, MANAGER (and his covered dependents) will be provided with material discussing his rights and responsibilities under COBRA, including enrollment materials, cost information and enrollment and payment deadlines, as well as information on how COBRA coverage may be extended in the event of a second qualifying event, such as disability.
- B. Should EMPLOYER terminate MANAGER for fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties there shall be no severance pay due MANAGER.
- C. Termination proceedings must commence with a written notice clearly describing the actions claimed by the EMPLOYER constituting such grounds. In the event that the actions specified in the notice do not constitute fraud, embezzlement, conviction of a felony relating to official duties, or gross negligence in the performance of official duties then the MANAGER shall have thirty (30) days from receipt of the notice to cure the actions specified in the said notice. Notwithstanding the preceding, Wellington's Council may terminate MANAGER's employment with or without cause in accordance with the provisions of the Wellington Charter and the determination of the Wellington's Council shall be final and non-appealable.
- D. In the event the MANAGER voluntarily resigns his positions with EMPLOYER, then MANAGER shall give EMPLOYER ninety (90) days written notice in advance, unless the parties otherwise agree without the requirement of the Village to pay severance to the

MANAGER; however, nothing herein shall preclude the MANAGER and the EMPLOYER from negotiating severance pay based on the circumstances of the voluntary resignation.

IV. COMPENSATION

- A. Base Salary: EMPLOYER agrees to pay MANAGER for his services rendered pursuant hereto at his current salary rate until June 1, 2010, at which time the annual base salary shall be increased to \$200,000.00. The salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid. Beginning on October 1, 2010 and thereafter, annually effective with the beginning of the EMPLOYER'S fiscal year for so long as MANAGER is employed he shall receive a merit increase equivalent to the average percentage rate of merit pay given to Wellington's employees in pay grade 136 or above (or the then existing equivalent pay grade or positions)* Further, a cost of living adjustment shall be provided to MANAGER in the same amount and at the same time as provided to other Wellington's employees. In addition, EMPLOYER may increase said base salary and/or benefits of MANAGER in such amounts and to such extent as the EMPLOYER may determine it is desirable to do so. In addition to any salary increases, the EMPLOYER may pay bonuses as additional compensation to the MANAGER in any given fiscal year. Bonuses shall not be added to the established base salary. The payment and the amount of bonuses, if any, shall be at the sole discretion of the EMPLOYER.
- B. Paid Time Off (PTO): The MANAGER shall earn PTO (including Major Illness Time) at the maximum rate of accrual for Village employees as set forth in the Village of Wellington Employee Manual.
- C. Insurance: The MANAGER, his spouse and dependants, shall be entitled to and enjoy inclusion in the EMPLOYER's Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program, Retirement Program, and other benefits that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER. The MANAGER shall be entitled to life insurance on his life in an amount of \$500,000.00. EMPLOYER shall pay one hundred (100%) percent of the premiums associated with the MANAGER'S and his Family's participation in these insurance programs.
- D. Retirement/Deferred Compensation:
1. The MANAGER shall be eligible to participate in the Florida Retirement System (FRS) currently available to Wellington employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other senior management participants of the FRS.
 2. The EMPLOYER shall contribute to a deferred compensation (457) to the MANAGER's account of choosing, an amount equal to the maximum contribution allowable pursuant to Federal Law, as it may be from time to time amended. This payment shall be a net amount after payment of all applicable taxes.

*As of the date of this agreement, the following employees are at pay grade 136 or above: Director of Financial Management & Budget; Director of Operations, Assistant Village Manager; Deputy Village Manager.

3. If the MANAGER remains in EMPLOYER'S employment until February 14, 2016, then at the time MANAGER ceases to be employed by EMPLOYER (hereinafter referred to as retirement or period of retirement), EMPLOYER shall provide and pay premiums associated with the MANAGER'S participation in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit coverage basis for the MANAGER during the period of his retirement, under the terms of the benefit provided to the Village's general employees at the time of MANAGER'S retirement and as such, health care coverage may be amended from that time forward. These post employment benefits shall remain available and in effect only until MANAGER reaches the age at which he is eligible to participate in Medicare (or the substantially equivalent federal program for senior healthcare then in existence, by whatever name it is then referred to as). At the time MANAGER is eligible for Medicare, EMPLOYER shall secure and pay for a supplemental coverage insurance plan to provide for any gap health insurance for the MANAGER if such coverage is then available. Should EMPLOYER terminate MANAGER'S employment for reasons other than those set forth in paragraph III(B) above, during the term of this Agreement, then MANAGER shall be entitled to receive at EMPLOYER'S sole cost and expense the right to participate in EMPLOYER'S Group Life Insurance Program, Dental Insurance Program, Health Insurance Program, Vision Care Program, Disability Insurance Program and other non-leave related benefits on a single benefit related coverage, as if he had retired on or after February 14, 2016, provided that MANAGER has been employed by EMPLOYER for at least 10 years at the time of his termination. Should the MANAGER be terminated, during the term of this Agreement, for reasons set forth in paragraph III (B) above, then MANAGER shall not receive any of these post retirement/termination benefits or coverages.
- E. Vehicle: The EMPLOYER shall provide the MANAGER with exclusive lawful use of a late-model, unmarked automobile and mobile communications equipment at all times during the terms of his employment, provided, however, that MANAGER, cannot use the vehicle for transportation to and from any activity or endeavor outside the scope of his normal employment with EMPLOYER, which will result or is intended to result in pecuniary gain for MANAGER, without prior notice to and the approval of Wellington's Council. The EMPLOYER shall be responsible for obtaining and funding the cost of all related expenses, including, but not limited to, liability, property damage, and comprehensive insurance coverages, as well as for the purchase, operation (including gasoline for business use), maintenance, repair, and regular replacement of such automobile and communications equipment. All insurance coverages will be extended to include business and non-business passengers in such automobile.
 - F. Annual Physical: The MANAGER shall, at the MANAGER'S option, be eligible for an annual comprehensive physical at a medical facility of the MANAGER'S choosing, provided the facility is in Florida, at the expense of the EMPLOYER.
 - G. Dues and Subscriptions: EMPLOYER shall pay reasonable and appropriate professional dues and subscriptions on behalf to the MANAGER for the purpose of allowing his participation in direct job-related associations; subject to budget constraints.
 - H. Professional Development: EMPLOYER agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law) for MANAGER'S travel to and attendance at the International City/County Management Association annual meeting, as well as other reasonably necessary seminars and conferences customary to MANAGER'S position and/or necessary to meet continuing education requirements.

- I. Expense Reimbursement: EMPLOYER recognizes that certain expenses of a non- personal and job affiliated nature are incurred by MANAGER and hereby agrees to reimburse or to pay general expenses subject to annual budget approval.
- J. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER. The EMPLOYER may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so.

V. PERFORMANCE EVALUATION

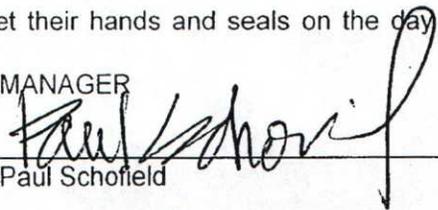
Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of Wellington and Acme Improvement District and progress towards attaining EMPLOYER's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented. Progress towards such goals and objectives shall be evaluated annually or as otherwise agreed to by both parties.

VI. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MANAGER.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The EMPLOYER shall indemnify and hold harmless the MANAGER from all claims and/or suits resulting from the performance of his official duties, including, but not limited to, actions pursuant to the Charter, Federal, State and/or County law or mandates, and policy directives of the EMPLOYER within the scope of his employment.

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

MANAGER



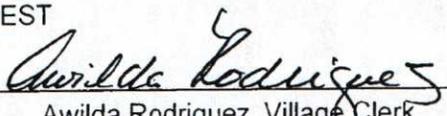
Paul Schofield

WELLINGTON, FLORIDA

BY: 

Darell Bowen, Mayor

ATTEST

BY: 

Awilda Rodriguez, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:



Jeffrey S. Kurtz, Village Attorney