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RESOLUTION NO. R2008-42

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

WHEREAS, on February 12, 2008 the Village Council determined that it is in the best interest of the Village of Wellington to approve the appointment of Paul Schofield as Village Manager of the Village of Wellington; and

WHEREAS, a Village Manager Employment Agreement has been prepared and is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

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

SECTION 2. The Village Council hereby accepts and approves the Village Manager Employment Agreement between Paul Schofield and the Village of Wellington and hereby 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 26th day of February, 2008.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez

Awilda Rodriguez, Village Clerk

BY: Thomas M. Wenham

Thomas M. Wenham, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: Jeffrey S. Kurtz

Jeffrey S. Kurtz, Village Attorney

VILLAGE OF WELLINGTON VILLAGE MANAGER EMPLOYMENT AGREEMENT

THIS AMENDED AGREEMENT is made this 26th day of February, 2008, by and between Paul Schofield, AICP, hereinafter called MANAGER, and the VILLAGE OF WELLINGTON, a Florida municipal corporation, 14000 Greenbriar Boulevard, Wellington, Florida 33414, hereinafter called EMPLOYER. 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 the Village 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 the Village Policy and the MANAGER shall be responsible for implementing Village 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 The Village 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 Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village 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 the Village and appoint and employ such personnel as may be necessary for the proper and efficient operation of the Village. Subject to budget limitations, the MANAGER shall be solely responsible for the hiring, firing and direction of all Village 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 the Village.

It is recognized that the MANAGER must devote significant time outside the confines of normal office hours to the Village'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 be for a period deemed to commence on February 12, 2008 and remain in effect until February 13, 2011. 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 hereinbelow.
- 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 hereinbelow.

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) hereinbelow 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 life, medical, dental and disability insurance 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, the Village Council may terminate MANAGER's employment with or without cause in accordance with the provisions of the Village Charter and the determination of the Village 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 an annual base salary of \$175,000.00 effective as of the date of this agreement, paid in installments at the same time as other employees of the EMPLOYER are paid. 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 maximum rate of annual merit increases the EMPLOYER budgeted for its employees. Further, a cost of living adjustment shall be provided to MANAGER in the same amount and at the same time as provided to other Village 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 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. Notwithstanding anything to the contrary contained herein, the MANAGER shall be entitled to life insurance in an amount of \$500,000, and EMPLOYER shall pay one hundred (100%) percent of the MANAGER'S family plan insurance programs.
- D. Retirement/Deferred Compensation:
1. The MANAGER shall be eligible to participate in the Florida Retirement System (FRS) currently available to Village 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.
- E. Vehicle: The EMPLOYER shall provide the MANAGER with exclusive and unrestricted use of a late-model, unmarked automobile and mobile communications equipment at all times during the terms of his employment. 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 the Village 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.

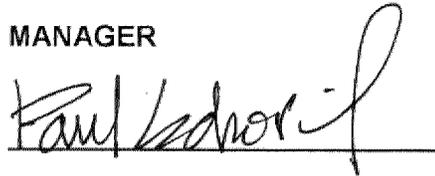
VI. GENERAL PROVISIONS

- 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.

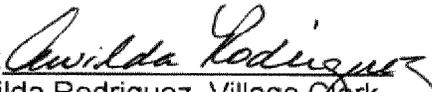
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

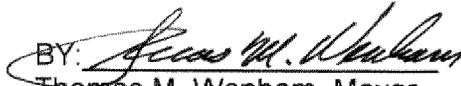
MANAGER



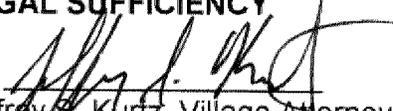
ATTEST:

VILLAGE OF WELLINGTON,
FLORIDA

BY: 
Awilda Rodriguez, Village Clerk

BY: 
Thomas M. Wenham, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
Jeffrey B. Kurtz, Village Attorney

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