

PROFESSIONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of December, 2014, by and between the Town of Palm Beach, Florida, a municipal corporation, hereinafter called the "Town" and Thomas G. Bradford, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of said Thomas G. Bradford as Town Manager of the Town of Palm Beach, as provided by the Town Charter and Code of Ordinances; and

WHEREAS, it is the desire of the Town Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Town Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties or when Town may desire to otherwise terminate his employ; and

WHEREAS, Employee desires to accept employment as Town Manager of said Town.

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

Section 1. Duties

Town hereby agrees to employ Thomas G. Bradford as Town Manager of the Town to perform the functions and duties specified in the Town Charter and Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign.

Section 2. Term

A. The Employee shall begin work as Town Manager on January 10, 2015.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of Employee at the will of the Town Council, without cause, at any time, subject only to the provisions set forth in Section 3. Paragraphs A and B, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject only to the provision set forth in Section 3, Paragraph C, of this Agreement.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Town Council, then in that event the Town agrees to pay a lump sum cash payment equal to twenty (20) weeks base salary, based upon the salary paid Employee as of the date of termination. All life, health, dental and disability insurance and other non-leave related benefits provided by the Town shall continue in full force and coverage at Town's expense until the end of the applicable severance period or until similar coverage is provided to Employee 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). Coverage under COBRA shall be at the Employee's expense and shall commence upon the expiration of all coverage provided under the severance provisions herein. In the event the Employee is terminated because of permanent disability to perform official duties, conviction of a felony relating to official duties or involving moral turpitude or because of his conviction of any illegal act involving personal gain to him, then, in that event, Town shall have no obligation to pay the severance sum designated in this paragraph.

B. In the event the Town at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Town employees, or in the event the Town refuses, following written notice to comply with any other provision benefitting Employee herein, or the Employee resigns following a suggestion by the Town Council that he resign, or in the event the Town Council ever fails to appoint the Employee as Town Manager as provided for annually by the Town Charter and Code of Ordinances, then in that event,

Employee may at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, such suggestion to resign, or such failure to appoint, within the meaning and context of the severance pay provision herein.

C. In the event Employee voluntarily resigns his position with the Town, then Employee shall give the Town forty-five (45) days' notice in advance. Employee shall not be entitled to the severance pay referenced in this section in the event of voluntary resignation.

Section 4. Salary

Town agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$195,000, payable in bi-weekly installments at the same time as other employees of the Town are paid.

Section 5. Automobile

The Town shall provide Employee with a monthly automobile allowance of \$500, payable in equal proportionate amounts each pay period. The Town shall not be responsible for mileage reimbursement, fuel (for personal vehicle travel within the State of Florida) repairs or any other expenses related to the operation of the Employee's personal vehicle.

Section 6. Performance Evaluation

On intervals at least annually, from the effective date of this agreement, the Town Council shall consider the Employee's performance, under guidelines the Town Council deems appropriate. If the Town Council determines the Employee's performance is satisfactory or better, the Town Council shall consider the base salary herein for a possible increase, said increase, if any, to be determined within the sole discretion of the Town Council.

Section 7. Professional Development

The Town agrees to provide Employee the usual and necessary funding applicable for Town travel and subsistence and professional and community organizations dues and subscriptions necessary for the Employee's professional development and for the good of the Town, approval of said amount to be within the sole discretion of the Town Council.

Section 8. Insurance

Town agrees to provide such hospitalization, surgical, life, disability, major medical, dental and other insurance for Employee and his dependents and to pay the premiums thereon as is equal to that which is provided to Administrative and Executive Town employees. This insurance coverage shall be in full force and effect on January 10, 2015, without a waiting period for pre-existing conditions.

Section 9. Retirement

A. Employer agrees to execute all necessary Agreements provided by the International City Management Association-Retirement Corporation (ICMA-RC) for Employee's participation in the ICMA-RC deferred compensation plan and, in addition to the annual base salary paid by Employer to Employee, Employer agrees to pay an amount equal to six percent

(6%) of Employee's annual base salary into the ICMA-RC on Employee's behalf, in equal proportionate amounts each pay period, and to transfer ownership to Employee upon Employee's resignation or discharge. Employee may make additional dollar contributions to ICMA-RC Plan in accordance with the Plan's requirements.

B. The Town and the Employee shall also make contributions to the Town's retirement system at the same levels applicable to similarly situated general employees.

Section 10. Other Terms and Conditions of Employment

A. The Town Council shall fix any such 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 inconsistent with or in conflict with the provisions of this Agreement, the Town Charter, Town Code of Ordinances, or any other law.

B. All provisions of the Town Charter and/or Code, and regulations and rules of the Town relating to general pay increases, vacation and sick leave, longevity pay, personal days, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other employees of Town, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided.

C. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any ordinance. Employer 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 in the performance of Employee's duties as Town Manager, and for which Employee was acting within the scope of his duties as Town Manager.

D. Inasmuch as the Employee has been a Town employee from May 1, 2000, the Employee shall be entitled to include previous service credits from May 1, 2000 through January 9, 2015 for determining accrued vacation, sick leave, longevity service, participation in Town's retirement system, and all other benefits at the full accrued values, in accordance with policies of the Town, or, in the event Town Policy at a later time increases these benefits, then in the amount of the increase.

E. This Agreement shall become effective commencing on the date of its execution by each party.

F. If any provision, or any portion thereof, contained in this Agreement is held to be 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.

IN WITNESS WHEREOF, the Town of Palm Beach has caused this Agreement to be signed and executed in its behalf by a majority of its Town Council and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement both in duplicate, the day and year first above written.

Anne Boyer
Witness

Gayle Gordon
Witness

Thomas G. Bradford
THOMAS G. BRADFORD, Employee

TOWN COUNCIL:

Robert W. Wilbur

Denelope D. Townsend

Rene M. Koehn

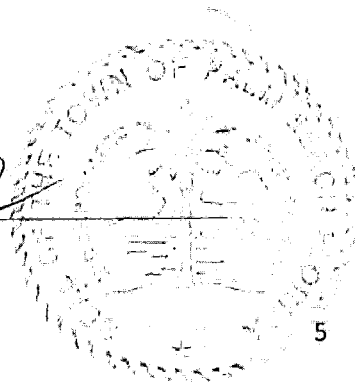
Julia D. Smith

W. D. [Signature]

Gail L. Coniglio
Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

James A. [Signature]
Town Clerk



[Signature]
Town Attorney