

TOWN OF PALM BEACH

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: John C. Randolph, Town Attorney

RE: Tom Bradford – Consideration of Severance Agreement

DATE: February 7, 2018

RECOMMENDATION

No action is necessary on the part of the Mayor and Town Council in regard to this matter.

GENERAL INFORMATION

Marge Cooper, the Firm's employment specialist, and myself met with Tom Bradford to discuss the provisions of a potential Severance Agreement. The purpose of a Severance Agreement is to set forth the rights and obligations of the parties subsequent to Tom's departure. The agreement typically includes provisions relating to non-disparagement, nondisclosure of confidential information and a general release of all claims. Tom, of course, is entitled to all those benefits described in his Employment Agreement without the necessity of entering into a severance agreement. Those benefits include his entitlement to 20 weeks of severance and all other benefits outlined in the Agreement.

After much consideration, Tom has elected to simply accept that to which he is due under his Employment Agreement and has elected not to enter into a severance agreement with the Town. We have attached a copy of Tom's Employment Agreement for your information.

FINANCIAL CONSIDERATIONS

There are no financial considerations relating to this matter, as Tom has simply elected to accept what he is entitled to under the terms of the Employment Agreement.

Attachments (Employment Agreement)