

1. Requested Motion:

Meeting Date: February 3, 2014

Motion to accept and ratify the employment agreement made and entered into the 27th day of January 2014, by and between the TOWN OF FORT MYERS BEACH, FLORIDA and DONALD STILWELL.

Why the action is necessary:

What the action accomplishes:

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background:

At the Town Council meeting of January 21, 2014, in a motion by Council Member Andre and second by Vice Mayor Kosinski, the Council moved to accept the vote selecting Donald Stilwell as interim Town Manager, and authorized legal counsel to begin negotiations. The attached agreement has been signed by the Mayor and Mr. Stilwell (albeit with a scrivener's error in the spelling of *Stillwell*), and witnessed by James Humphrey.

6. Alternative Action:

7. Management Recommendations:

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
		<i>Handwritten signature</i>				

9. Council Action:

Approved Denied Deferred Other

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this th 27 day of January 2014, by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter referred to as "TOWN" or "TOWN COUNCIL" and DONALD STILLWELL, hereinafter referred to as "INTERIM TOWN MANAGER."

WITNESSETH

WHEREAS, the TOWN desires to employ Donald Stillwell on an interim basis as the Town Manager for the Town of Fort Myers Beach, Florida, as provided for in Article VI of the Town Charter; and

WHEREAS, Donald Stillwell desires to accept employment as the INTERIM TOWN MANAGER for the Town of Fort Myers Beach, Florida on the terms provided herein.

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

1. Position. TOWN hereby agrees to employ Donald Stillwell to perform the functions and duties of the position of INTERIM TOWN MANAGER as provided in Article VI of the Town Charter. INTERIM TOWN MANGER will be the Chief Administrative Officer for the TOWN and shall perform all duties imposed on him by Section 6.03 of the TOWN Charter and applicable laws, ordinances, regulations and other legally permissible and proper duties as he may be directed to perform by the TOWN COUNCIL.

2. Duties. INTERIM TOWN MANAGER agrees to perform the functions and duties of his office in a competent and professional manner. INTERIM TOWN MANAGER agrees to devote all of his time, attention, knowledge and skills to the position of INTERIM TOWN MANAGER, and will not engage in other employment without specific permission from the TOWN COUNCIL.

3. Compensation. TOWN agrees to pay INTERIM TOWN MANAGER for services rendered hereunder a salary of Ten Thousand and no/100 Dollars (\$10,000) per month payable in installments at the same time as other TOWN employees.

4. Term of Employment. INTERIM TOWN MANAGER acknowledges and agrees that his employment by the TOWN is "at will" and that this Agreement does not create any obligation on the part of the TOWN to continue to employ him. The employment of the INTERIM TOWN MANAGER shall continue until terminated by the INTERIM TOWN MANAGER or the TOWN. The INTERIM TOWN MANAGER agrees to provide at least thirty (30) days written notice to the TOWN prior to any resignation of his position. The TOWN agrees to provide at least thirty (30) days written notice to the INTERIM TOWN MANAGER prior to any termination of his employment as INTERIM TOWN MANAGER. In no event shall the INTERIM TOWN MANAGER be entitled to severance pay when his employment as INTERIM TOWN MANAGER ends whether by his own resignation or termination by the TOWN.

5. Benefits.

- A. General. INTERIM TOWN MANAGER shall receive the following employee benefits in addition to the compensation provided for in paragraph 3 of this Agreement.
- B. Vehicle Allowance. INTERIM TOWN MANAGER shall be provided with a monthly vehicle allowance of Five Hundred and no/100 Dollars (\$500.00). This vehicle allowance is intended to reimburse INTERIM TOWN MANAGER for local travel only, which shall be defined as travel within Lee County. All TOWN-related travel outside of Lee County shall be reimbursed in accordance with the TOWN's travel policy.
- C. Phone and Computer. TOWN shall provide INTERIM TOWN MANAGER with a cellular telephone and laptop computer for use in his capacity as INTERIM TOWN MANAGER.
- D. Health Insurance. In lieu of Medical Insurance benefits, the TOWN shall pay the Interim Town Manager \$1,827.50 each month during the term of this Employment Agreement.

6. Indemnification. Subject to any limitations imposed by Florida law, the TOWN shall defend, hold harmless, and indemnify INTERIM TOWN MANAGER against any tort, professional liability claim or demand, or other legal action, arising out of an alleged act or omission of INTERIM TOWN MANAGER while acting within the course and scope of his duties as INTERIM TOWN MANAGER.

7. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue for any disputes related to this Agreement shall be exclusively in the state courts located in Lee County, Florida.

8. Modification. No provision of this Agreement may be modified or amended except by a written agreement executed by both parties hereto.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the INTERIM TOWN MANAGER's employment by the TOWN.

10. Severability. If any provision, or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

11. Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred by INTERIM TOWN MANAGER except as provided in any of the benefits INTERIM TOWN MANAGER is entitled to under this Agreement.

12. Acknowledgement. INTERIM TOWN MANAGER HEREBY ACKNOWLEDGES THAT HE HAS BEEN PROVIDED WITH A COPY OF THIS AGREEMENT FOR REVIEW AND INTERIM TOWN MANAGER HAS CONSULTED WITH HIS OWN ATTORNEY, TO THE EXTENT DESIRED, PRIOR TO SIGNING THIS AGREEMENT. INTERIM TOWN MANAGER FURTHER ACKNOWLEDGES THAT HE FULLY UNDERSTANDS THE PURPOSE AND EFFECT OF THE TERMS OF THIS AGREEMENT.

Executed by the TOWN and INTERIM TOWN MANAGER this 27th day of January 2014.

TOWN

INTERIM TOWN MANAGER



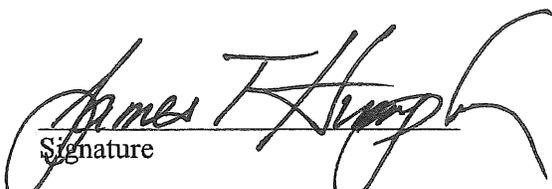
Alan Mandel, Mayor



Donald Stillwell

WITNESS:

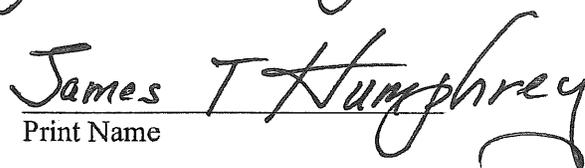
APPROVED AS TO LEGAL FORM



Signature



Fowler White Boggs, Town Attorney



Print Name