

November 13, 2015

Honorable Mayor and City Commission
City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL 34950

Dear Mayor and City Commission:

It has been my privilege to serve the citizens of Fort Pierce. During my tenure as the City Manager, I believe that there were some improvements that will serve the community for decades into the future. The Urban Redevelopment Department was reorganized. We have established a productive working relationship with the Fort Pierce Utilities Authority and St. Lucie County. Tremendous progress is being made to develop the Port of Fort Pierce.

I tender my resignation effective Monday, November 16, 2015. Please accept this letter as official notice under Section 6(c) (Termination/Resignation) and Section 7 (Severance) of my Employment Agreement.

I wish you and the Commission the best in moving forward. The City of Fort Pierce has a tremendous staff of leaders, managers and employees at all levels of the organization. It is through their skill and dedication that the City has accomplished so much. I trust that the City Commission will work with these individuals in moving forward as they are the strength of the organization.

To close, I want to thank you for the opportunities provided me over my time of service and extend my best wishes for the future success of our beautiful Sunrise City.

Respectfully


Robert J. Bradshaw

BRADSHAW elects not to participate as a member under the **CITY**'s retirement plan, the **CITY** shall contribute a sum to his ICMA deferred compensation plan (or other plan designed by **BRADSHAW**) equal to the same percentage contribution, up to the maximum allowed by law, as the **CITY** would have contributed to **BRADSHAW**'s retirement under the **CITY**'s plan.

5. **Relocation Expenses.**

The **CITY** will pay **BRADSHAW** the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) for the expenses of moving **BRADSHAW**, **BRADSHAW**'s family, and **BRADSHAW**'s personal property from **BRADSHAW**'s current residence to the **CITY**, including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by him in effecting this move, said sum to also be intended to cover temporary housing for **BRADSHAW** and his family within the **CITY** for the period of time between his initial reporting for work on or before the Effective Date and the date he secures permanent housing.

6. **Termination.**

A. At all times during the term of this Agreement, **BRADSHAW** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **BRADSHAW** as City Manager, **BRADSHAW** shall have the right to declare that such amendments constitute termination; or

(c) If **BRADSHAW** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

7. **Severance.** Except as provided in this Agreement, severance will be paid to **BRADSHAW** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **BRADSHAW** his then annual base salary for Ninety (90) consecutive days thereafter, and the **CITY** shall also maintain **BRADSHAW**'s life insurance and major medical insurance coverage paid up and in effect during such period. **BRADSHAW** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **BRADSHAW** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the Ninety (90) days severance in the event **BRADSHAW** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **BRADSHAW** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

8. **Attendance at Meetings.** The **CITY** agrees to permit **BRADSHAW** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **BRADSHAW** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.