



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
SPECIAL MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Channel 640 and streamed on Livestream.com/cityofmadeirabeach

6:00 P.M.

MONDAY, JUNE 19, 2017

COMMISSION CHAMBERS

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Terry Lister**
- C. ROLL CALL**
- D. APPROVAL OF THE MINUTES**
- E. APPROVAL OF THE AGENDA**
- F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES**
- G. CONSENT AGENDA**
- H. UNFINISHED BUSINESS**
 1. [CONSIDER APPROVAL OF RESIGNATION AGREEMENT AND INDEPENDENT CONSULTATION AGREEMENT OF SHANE CRAWFORD](#)
 2. [CONSIDER APPROVAL OF RESIGNATION AGREEMENT AND INDEPENDENT CONSULTATION AGREEMENT OF CHERYL CRAWFORD](#)
 3. [CONSIDER TERMINATION OF CITY MANAGER, REPEALING PRELIMINARY RESOLUTION SUSPENDING THE CITY MANAGER AND ADOPTING A NEW PRELIMINARY RESOLUTION TERMINATING THE CITY MANAGER](#)
- 4. NEW BUSINESS**
- 5. REPORTS/CORRESPONDENCE**
 - CITY COMMISSION
 - CITY ATTORNEY
 - CITY MANAGER
 - CITY CLERK
- 6. ADJOURNMENT**

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted June 16, 2017

RESIGNATION AGREEMENT

SHANE B. CRAWFORD (hereafter referred to as Crawford) has been employed as the City Manager of the CITY OF MADEIRA BEACH, FLORIDA (hereafter referred to as the City) since December 15, 2011 and now desires to submit his resignation to the City. The City desires to accept his resignation. Accordingly, in consideration of the mutual covenants set forth in this Agreement, the City and Crawford contract and agree as follows:

1. Crawford hereby resigns as the City Manager of the City, and the City accepts his resignation, effective as of midnight June 18, 2017.

2. In exchange for Crawford's promises and obligations under this Agreement, eight (8) calendar days following the execution of this Agreement by both parties, the City agrees to treat the resignation, for the purposes of this Agreement, as termination without cause and agrees to pay the following termination and severance pay to Crawford:

a. Twenty (20) weeks aggregate salary at the rate in effect on June 18, 2017, to be paid on the eighth (8th) calendar day following the execution of this Agreement by both parties. The City and Crawford agree that for the purposes of computing aggregate salary, his annual base compensation on the effective date of this Agreement is \$157,500.00. Therefore Crawford will be paid the gross amount of \$60,576.96 less federal income tax withholding of \$21,750.22, less Social Security withholding of \$2,456.63 and less Medicare withholding of \$878.37 for a net of \$35,491.74.

b. The City agrees to pay the monetary equivalent of his unused vacation leave, which Crawford has accumulated. Therefore Crawford will be paid the gross amount of \$20,596.17 less federal income tax withholding of \$5,917.83, less Social Security withholding of \$1,276.96, less Medicare withholding of \$298.64 for a net of \$13,102.74.

c. The City agrees to pay the monetary equivalent of his unused sick leave, which Crawford has accumulated. Therefore Crawford will be paid the gross amount

of \$2,536.66 less federal income tax withholding of \$294.73, less Social Security withholding of \$157.27, less Medicare withholding of \$36.78 for a net of \$2,047.88.

d. The City agrees to provide to Crawford health, dental, vision, disability and life insurance benefits at the same terms and rates that he was receiving on June 18, 2017 pursuant to Crawford's Employment Agreement and the City's Personnel Rules and Regulations. These benefits shall continue during the twenty (20) week severance duration.

e. The City agrees to continue to make retirement contributions into Crawford's established International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase 401(a) Plan, as outlined in Section 5A. of Crawford's Employment Agreement, for the twenty (20) week severance duration.

3. Crawford will return all City property and equipment in his possession to the City as of the effective date of this Agreement. All cell phone, internet and computer service to the cell phone will be disconnected as of the effective date of this Agreement.

4. Crawford will return all official City papers and documents in his possession as of the effective date of this agreement.

5. Crawford will cooperate with the City before and after the effective date of this agreement to ensure the orderly and efficient processing of his resignation.

6. For and in consideration of the promises of the City set forth in this Agreement, Crawford, on his own behalf and on behalf of his heirs, legal representatives and assigns, waives, releases, and forever discharges the City, including its Commissioners, agencies, departments, past and present officers, supervisors, employees, representatives, administrators, successors, assigns, and insurers of and from any and all claims and causes of actions, including but not limited to charges, suits, promises, and actions which he has or may have arising out of his employment with the City. This specifically includes, but is not limited to, all liabilities for the payment of earnings, bonuses, salary, accruals under any

vacation, sick leave, or holiday plans, any employee benefits, including, but not limited to, health and medical insurance benefits, other than those stated in this Agreement. This release also includes any charge, claim or lawsuit under the U.S. Constitution, the state constitution, and any federal, state, or local law, including but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq., as amended, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, 29 U.S.C. § 621, et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651, et seq., the National Labor Relations Act, as amended, 29 U.S.C. § 141, et seq., the Immigration Reform Control Act, as amended, 29 U.S.C. § 1801, et seq., claims under Florida state law and any tort, contract, and quasi-contract or other common law claims, including, but not limited to, claims for unpaid wages, wrongful termination, discrimination, harassment, retaliation, negligent or intentional infliction of emotional distress, negligent hiring, negligent supervision, negligence, invasion of privacy, defamation, slander, assault, battery, misrepresentation, and conspiracy. Similarly, the City releases Crawford from any and all claims.

7. Crawford represents that he has not filed any complaint or charge with the EEOC, any state commission or agency, federal or any Department of Labor, or with any other local, state or federal agency or court, that he will not do so at any time hereafter, and that if any such agency or court assumes jurisdiction of any complaint, charge against the City on his behalf, Crawford will request such agency or court withdraw from the matter.

8. Crawford and the City agree not to divulge, reveal or disseminate any information, which may result in injury to the reputation of each other, to the extent allowable

by law. The parties recognize that the City is subject to the provisions of § 119.01, et seq., Fla. Stat., the “Public Records Act.”

9. In executing this agreement and the release set forth in the paragraphs (6) and (7), Crawford acknowledges and affirms that:

a. He possesses sufficient education and experience to fully understand the terms of this Agreement as it has been written, the legal and binding effect of this Agreement, and the exchange of benefits and promises herein;

b. He suffers from no legal disabilities or mental or physical disability which would affect, disable or prevent the valid and legally binding execution of this Agreement;

c. He has not taken any drug or medication prior to executing this agreement that would prevent him from understanding the terms of this Agreement;

d. The City’s obligations to perform under this Agreement are conditioned upon his performance of all agreements, releases and covenants to the City;

e. He has read this agreement fully and completely, and he understands its significance;

f. He enters into this agreement knowingly and voluntarily and of his own free will and choice; and

g. He understands that he has been offered 21 days to consider this Agreement.

h. He understands that he may revoke this Agreement at any time within seven (7) calendar days of his execution of this Agreement (“the revocation period”). To revoke any consent to this Agreement, he must cause written notice to be delivered to the Acting City Manager, Derryl O’Neal.

i. He has had the benefit and advice of legal counsel which he retained in deciding to execute this Agreement.

10. The City agrees to contribute \$5,000.00 towards the attorneys' fees incurred by Crawford regarding his suspension and the negotiation of this Agreement.

11. This Agreement fully and completely expresses the entire agreement and understanding between the parties. Any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may not be orally amended, modified or changed. Any amendment, modification or change of this Agreement must be by written instrument executed by the parties hereto.

12. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed by the laws of this State.

13. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party to this Agreement, and with the purpose of effectuating and enforcing the expressed intent of the parties to resolve, compromise and settle their claims.

14. This Agreement shall be effective as of the date it is signed by the last party to this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT AND INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at Madeira Beach, Florida this _____ day of June, 2017.

SHANE B. CRAWFORD

Executed at Madeira Beach, Florida this _____ day of June, 2017.

CITY OF MADEIRA BEACH, FLORIDA

By: _____
Margaret A. Black, Mayor

ATTEST:

Nick Lewis, Interim City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

DRAFT

TAX CALCULATOR CITY OF MADEIRA BEACH

20 weeks pay
after taxes

Employee ID 1020 SHANE B. CRAWFORD

Gross Amount	60576.96
Net Amount	35491.74
YTD Amount	87577.00
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	60576.96
FEDERAL	21750.22
OASDI	2456.63
MEDICARE ...	878.37
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	35491.74

TAX CALCULATOR CITY OF MADEIRA BEACH

*Annual
Leave
after taxes*

Employee ID 1020 SHANE B. CRAWFORD

Gross Amount	20596.17
Net Amount	13102.74
YTD Amount	87577.00
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	20596.17
FEDERAL	5917.83
OASDI	1276.96
MEDICARE ...	298.64
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	13102.74

TAX CALCULATOR CITY OF MADEIRA BEACH

Sick
Leave
after taxes

Employee ID 1020 SHANE B. CRAWFORD

Gross Amount	2536.66
Net Amount	2047.88
YTD Amount	87577.00
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	2536.66
FEDERAL	294.73
OASDI	157.27
MEDICARE ...	36.78
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	2047.88

INDEPENDENT CONSULTANT AGREEMENT

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this ____ day, of June, 2017, between Shane B. Crawford (“CONSULTANT”), residing at _____, Florida and CITY OF MADEIRA BEACH, (“CITY”), located at 300 Municipal Drive, Madeira Beach, FL 33708.

1. Consulting Agreement. CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform services for CITY under the terms and conditions hereinafter set forth.
2. Duties. The CONSULTANT agrees to provide various professional services that include the following:
 - (a). Provide for an effective transition of the City Manager duties to the new City Manager and assist the Interim City Manager as needed.
 - (b). Project work schedule(s) will be generally agreed upon, in writing, by both parties. However CONSULTANT shall be available 24 hours a day/7 days each week and shall be available to perform professional services for up to 40 hours per week for 4 weeks beginning June 19, 2017, and ending on July 16, 2017.
3. Compensation for Services.
 - (a). As compensation for services rendered under this agreement, CITY shall compensate the CONSULTANT by paying a bi-weekly gross salary of \$6,057.70 (net bi-weekly salary of \$4,126.74).
 - (b). The CONSULTANT shall be paid bi-weekly.
4. Indemnification. The CITY will not require the CONSULTANT to carry any specific insurance, and will indemnify and hold the CONSULTANT harmless from any and all claims as may result from the work of the CONSULTANT.
5. Reimbursement of Expenses. In addition to the salary specified in Paragraph Three (3), CITY shall reimburse CONSULTANT for reasonable, routine out-of-pocket expenses incurred by the CONSULTANT in the performance of his duties for the CITY, including mileage reimbursement at the City-adopted Internal Revenue Rate of \$0.56 per mile for an automobile to be furnished by the CONSULTANT for his own business use, for travel outside of the CITY limits. Printing and photocopying will be reimbursed at 15¢ per single-sided copies and 20¢ for double-sided copies. Reimbursement for printing, binding, or postage will be at actual cost. Non-routine out-of-pocket expenses preauthorized by CITY, shall be reimbursed to the CONSULTANT. Reimbursable expenses will be paid bi-weekly upon receipt of

the CONSULTANT's statement to CITY for the preceding week period. Statements for expense reimbursement will itemize all expenses, including mileage, and copies of receipts for expenses shall be attached.

6. Location. CONSULTANT services are expected to be provided primarily in or around Madeira Beach, Florida. Travel may be required to and from other locations in the Tampa area and throughout Florida. At times the CONSULTANT may be required to work on City premises. In those instances, reasonable work space shall be provided.
7. Confidential Information.
 - (a). Unless the CONSULTANT shall first secure CITY's consent, CONSULTANT shall not disclose or use, at any time either during or subsequent to his engagement with CITY, any information belonging to CITY of which the CONSULTANT becomes informed during his consultation to CITY, whether or not developed by the CONSULTANT, except as required by his duties to CITY.
 - (b). CITY agrees that work product, i.e. reports, spreadsheets, graphs, etc. will be the property of the CITY.
8. Independent Contractor. It is understood and agreed that the CONSULTANT is an independent contractor and is not an employee of CITY. Consequently, the CONSULTANT does not receive the various paid fringe benefits (including but not limited to vacation, holidays, life, medical, dental, and disability insurance, retirement, etc.) afforded to CITY employees. It is understood that the CONSULTANT, being an independent contractor, is responsible for all taxes on payments received from CITY including federal income taxes and any state local taxes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF MADEIRA BEACH

By: _____
Margaret A. Black, Mayor

ATTEST:

Nick Lewis, Interim City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

CONSULTANT

Shane B. Crawford

TAX CALCULATOR CITY OF MADEIRA BEACH

4 weeks Salary
w/o benefits
after taxes

Employee ID 1020 SHANE B. CRAWFORD

Gross Amount	12115.39
Net Amount	8253.47
YTD Amount	87577.00
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	12115.39
FEDERAL	2935.10
OASDI	751.15
MEDICARE ...	175.67
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	8253.47

RESIGNATION AGREEMENT

CHERYL CRAWFORD (hereafter referred to as Crawford) has been employed at the CITY OF MADEIRA BEACH, FLORIDA (hereafter referred to as the City) since _____, 20____ and now desires to submit her resignation to the City. The City desires to accept her resignation. Accordingly, in consideration of the mutual covenants set forth in this Agreement, the City and Crawford contract and agree as follows:

1. Crawford hereby resigns as the City Clerk of the City, and the City accepts her resignation, effective as of midnight May 4, 2017.

2. In exchange for Crawford's promises and obligations under this Agreement, eight (8) calendar days following the execution of this Agreement by both parties, the City agrees to treat the resignation, for the purposes of this Agreement, as termination without cause and agrees to pay the following termination and severance pay to Crawford:

a. Six (6) weeks aggregate salary at the rate in effect on May 4, 2017, to be paid on the eighth (8th) calendar day following the execution of this Agreement by both parties. The City and Crawford agree that for the purposes of computing aggregate salary, her annual base compensation on the effective date of this Agreement is \$65,042.00. Therefore Crawford will be paid the gross amount of \$7,504.80 less federal income tax withholding of \$1,503.75, less Social Security withholding of \$465.30 and less Medicare withholding of \$108.82 for a net of \$5,426.93.

3. Crawford will return all City property and equipment in her possession to the City as of the effective date of this Agreement. All cell phone, internet and computer service to the cell phone will be disconnected as of the effective date of this Agreement.

4. Crawford will return all official City papers and documents in her possession as of the effective date of this agreement.

5. Crawford will cooperate with the City before and after the effective date of this agreement to ensure the orderly and efficient processing of her resignation.

6. For and in consideration of the promises of the City set forth in this Agreement, Crawford, on her own behalf and on behalf of her heirs, legal representatives and assigns, waives, releases, and forever discharges the City, including its Commissioners, agencies, departments, past and present officers, supervisors, employees, representatives, administrators, successors, assigns, and insurers of and from any and all claims and causes of actions, including but not limited to charges, suits, promises, and actions which she has or may have arising out of her employment with the City. This specifically includes, but is not limited to, all liabilities for the payment of earnings, bonuses, salary, accruals under any vacation, sick leave, or holiday plans, any employee benefits, including, but not limited to, health and medical insurance benefits, other than those stated in this Agreement. This release also includes any charge, claim or lawsuit under the U.S. Constitution, the state constitution, and any federal, state, or local law, including but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq., as amended, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, 29 U.S.C. § 621, et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651, et seq., the National Labor Relations Act, as amended, 29 U.S.C. § 141, et seq., the Immigration Reform Control Act, as amended, 29 U.S.C. § 1801, et seq., claims under Florida state law and any tort, contract, and quasi-contract or other common law claims, including, but not limited to, claims for unpaid wages, wrongful termination, discrimination, harassment, retaliation, negligent or intentional infliction

of emotional distress, negligent hiring, negligent supervision, negligence, invasion of privacy, defamation, slander, assault, battery, misrepresentation, and conspiracy. Similarly, the City releases Crawford from any and all claims.

7. Crawford represents that she has not filed any complaint or charge with the EEOC, any state commission or agency, federal or any Department of Labor, or with any other local, state or federal agency or court, that she will not do so at any time hereafter, and that if any such agency or court assumes jurisdiction of any complaint, charge against the City on her behalf, Crawford will request such agency or court withdraw from the matter.

8. Crawford and the City agree not to divulge, reveal or disseminate any information, which may result in injury to the reputation of each other, to the extent allowable by law. The parties recognize that the City is subject to the provisions of § 119.01, et seq., Fla. Stat., the "Public Records Act."

9. In executing this agreement and the release set forth in the paragraphs (6) and (7), Crawford acknowledges and affirms that:

a. She possesses sufficient education and experience to fully understand the terms of this Agreement as it has been written, the legal and binding effect of this Agreement, and the exchange of benefits and promises herein;

b. She suffers from no legal disabilities or mental or physical disability which would affect, disable or prevent the valid and legally binding execution of this Agreement;

c. She has not taken any drug or medication prior to executing this agreement that would prevent her from understanding the terms of this Agreement;

d. The City's obligations to perform under this Agreement are conditioned upon her performance of all agreements, releases and covenants to the City;

e. She has read this agreement fully and completely, and she understands its significance;

f. She enters into this agreement knowingly and voluntarily and of her own free will and choice; and

g. She understands that she has been offered 21 days to consider this Agreement.

h. She understands that she may revoke this Agreement at any time within seven (7) calendar days of her execution of this Agreement (“the revocation period”). To revoke any consent to this Agreement, she must cause written notice to be delivered to the Acting City Manager, Derryl O’Neal.

i. She has had the benefit and advice of legal counsel which she retained in deciding to execute this Agreement.

10. The City agrees to contribute \$5,000.00 towards the attorneys’ fees incurred by Crawford regarding the negotiation of this Agreement.

11. This Agreement fully and completely expresses the entire agreement and understanding between the parties. Any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may not be orally amended, modified or changed. Any amendment, modification or change of this Agreement must be by written instrument executed by the parties hereto.

12. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed by the laws of this State.

13. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party to this

Agreement, and with the purpose of effectuating and enforcing the expressed intent of the parties to resolve, compromise and settle their claims.

14. This Agreement shall be effective as of the date it is signed by the last party to this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT AND INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at Madeira Beach, Florida this _____ day of June, 2017.

CHERYL CRAWFORD

Executed at Madeira Beach, Florida this _____ day of June, 2017.

CITY OF MADEIRA BEACH, FLORIDA

By: _____
Margaret A. Black, Mayor

ATTEST:

Nick Lewis, Interim City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

TAX CALCULATOR CITY OF MADEIRA BEACH

Employee ID 1058 CHERYLANNE CRAWFORD

6 weeks salary
w/o benefits
after taxes

Gross Amount	7504.80
Net Amount	5426.93
YTD Amount	27289.76
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	7504.80
FEDERAL	1503.75
OASDI	465.30
MEDICARE ...	108.82
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	5426.93

INDEPENDENT CONSULTANT AGREEMENT

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this ____ day, of June, 2017, between Cheryl Crawford (“CONSULTANT”), residing at _____, Florida and CITY OF MADEIRA BEACH, (“CITY”), located at 300 Municipal Drive, Madeira Beach, FL 33708.

1. Consulting Agreement. CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform services for CITY under the terms and conditions hereinafter set forth.
2. Duties. The CONSULTANT agrees to provide various professional services that include the following:
 - (a). Provide for an effective transition of the City Manager duties to the new City Manager and assist the Interim City Manager as needed.
 - (b). Project work schedule(s) will be generally agreed upon, in writing, by both parties. However CONSULTANT shall be available 24 hours a day/7 days each week and shall be available to perform professional services for up to 40 hours per week for 18 weeks beginning May 5, 2017, and ending on September 7, 2017.
3. Compensation for Services.
 - (a). As compensation for services rendered under this agreement, CITY shall compensate the CONSULTANT by paying a bi-weekly gross salary of \$2,501.60 (net bi-weekly salary of \$1,568.29).
 - (b). The CONSULTANT shall be paid bi-weekly.
4. Indemnification. The CITY will not require the CONSULTANT to carry any specific insurance, and will indemnify and hold the CONSULTANT harmless from any and all claims as may result from the work of the CONSULTANT.
5. Reimbursement of Expenses. In addition to the salary specified in Paragraph Three (3), CITY shall reimburse CONSULTANT for reasonable, routine out-of-pocket expenses incurred by the CONSULTANT in the performance of her duties for the CITY, including mileage reimbursement at the City-adopted Internal Revenue Rate of \$0.56 per mile for an automobile to be furnished by the CONSULTANT for her own business use, for travel outside of the CITY limits. Printing and photocopying will be reimbursed at 15¢ per single-sided copies and 20¢ for double-sided copies. Reimbursement for printing, binding, or postage will be at actual cost. Non-routine out-of-pocket expenses preauthorized by CITY, shall be reimbursed to the CONSULTANT. Reimbursable expenses will be paid bi-weekly upon receipt of

the CONSULTANT's statement to CITY for the preceding week period. Statements for expense reimbursement will itemize all expenses, including mileage, and copies of receipts for expenses shall be attached.

6. Location. CONSULTANT services are expected to be provided primarily in or around Madeira Beach, Florida. Travel may be required to and from other locations in the Tampa area and throughout Florida. At times the CONSULTANT may be required to work on City premises. In those instances, reasonable work space shall be provided.
7. Confidential Information.
 - (a). Unless the CONSULTANT shall first secure CITY's consent, CONSULTANT shall not disclose or use, at any time either during or subsequent to her engagement with CITY, any information belonging to CITY of which the CONSULTANT becomes informed during her consultation to CITY, whether or not developed by the CONSULTANT, except as required by her duties to CITY.
 - (b). CITY agrees that work product, i.e. reports, spreadsheets, graphs, etc. will be the property of the CITY.
8. Independent Contractor. It is understood and agreed that the CONSULTANT is an independent contractor and is not an employee of CITY. Consequently, the CONSULTANT does not receive the various paid fringe benefits (including but not limited to vacation, holidays, life, medical, dental, and disability insurance, retirement, etc.) afforded to CITY employees. It is understood that the CONSULTANT, being an independent contractor, is responsible for all taxes on payments received from CITY including federal income taxes and any state local taxes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF MADEIRA BEACH

By: _____
Margaret A. Black, Mayor

ATTEST:

Nick Lewis, Interim City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

CONSULTANT

Cheryl Crawford

TAX CALCULATOR CITY OF MADEIRA BEACH

Employee ID 1058 CHERYLANNE CRAWFORD

18 weeks salary
w/o benefits
after taxes

Gross Amount	22514.40
Net Amount	14114.60
YTD Amount	27289.76
401K	0.00
Section 125	0.00

Pay Frequency	26	State Tax Code	FL
Fed Dependents	0	SDI State Code	FL
State Dependents	0	SUI State Code	FL
Federal Marital	M		
State Marital	M		
EIC Code			

GROSS	22514.40
FEDERAL	6677.45
OASDI	1395.89
MEDICARE ...	326.46
STATE	0.00
SDI	0.00
SUI	0.00
EIC	0.00
OTHER TAX ..	0.00
LOCAL TAXES	0.00
NET	14114.60

RESOLUTION 2017-03

A PRELIMINARY RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA REMOVING THE CITY MANAGER PURSUANT TO ART. V, SEC. 5.2 – REMOVAL OF THE CITY CHARTER; PROVIDING FOR THE CITY MANAGER’S IMMEDIATE SUSPENSION; REPEALING RESOLUTION 2017-02; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, Art. V, Sec. 5-2 of the Charter of the City of Madeira Beach, Florida provides for the removal and suspension of the City Manager; and

WHEREAS, Art. V, Sec. 5-2 of the Charter sets forth the procedure for removal and suspension of the City Manager; and

WHEREAS, Art. V, Sec. 5-2 of the Charter requires the Board of Commissioners to set for the reasons for removal of the City Manager; and

WHEREAS, the City Manager provided an undated memorandum to the Board of Commissioners requesting his termination be timely; and

WHEREAS, the City Manager was less than truthful to the Board of Commissioners in the process of hiring a City Treasurer/Finance Director; and

WHEREAS, the Board of Commissioners has lost confidence in the ability of the City Manager to lead the City in a direction that would ensure a harmonious relationship with the Board of Commissioners, City Staff, and the community at large; and

WHEREAS, on May 4, 2017, Resolution 2017-02 was passed and adopted by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has determined that threatened litigation regarding the process of the passage and adoption of that resolution would be an undue burden on the citizens of Madeira Beach, Florida; and

WHEREAS, the Board of Commissioners wishes to avoid such a legal burden by repealing Resolution 2017-02.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THAT:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the City Manager is hereby suspended of his duties upon the adoption of this Resolution. This suspension will remain in effect until such time as the Board of Commissions adopts a secondary resolution for termination, pursuant to Art. V, Sec. 5-2 of the City's Charter, or for a maximum of 45 days.

Section 3. That Resolution 2017-02 shall be repealed upon the adoption of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of June, 2017 by the Board of Commissioners of the City of Madeira Beach, Florida.

Maggi Black, Mayor

ATTEST:

Nick Lewis, Interim City Clerk

Approved as to form:

City Attorney