

RESOLUTION NO. 2026-3508

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SANFORD, FLORIDA, ACCEPTING THE RESIGNATION OF NORTON N. BONAPARTE, JR. AS CITY MANAGER; APPROVING AND AUTHORIZING EXECUTION OF A SEPARATION AND RELEASE AGREEMENT BETWEEN THE CITY AND NORTON N. BONAPARTE, JR. , ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE PAYMENT OF SEVERANCE AND OTHER BENEFITS IN ACCORDANCE WITH SECTION 215.425, FLORIDA STATUTES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Norton N. Bonaparte, Jr. has served as City Manager of the City of Sanford, Florida (the “City”) pursuant to that certain Employment Agreement between the City and Norton N. Bonaparte, Jr. (the “Employment Agreement”); and

WHEREAS, the City Commission and Norton N. Bonaparte, Jr. have mutually determined that it is in the best interests of the City and its residents for Norton N. Bonaparte to resign as City Manager on the terms set forth in the Separation and Release Agreement attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Agreement provides for, among other things, a severance payment to not to exceed twenty (20) weeks of compensation, consistent with the limitations set forth in § 215.425(4)(a), Florida Statutes, and confirms that the separation is a voluntary resignation; and

WHEREAS, the City Commission has been provided a full and fair opportunity to review the Agreement, and finds that approval of the Agreement, and the resignation of Norton N. Bonaparte, Jr. on the terms set forth therein, serve the best interests of the City and its residents; and

WHEREAS, this Resolution and the Agreement have been considered by the City Commission at a duly noticed public meeting in accordance with § 286.011, Florida Statutes, the Government in the Sunshine Law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANFORD, FLORIDA, THAT:

Section 1. Legislative Findings And Intent. The foregoing recitals (Wherefore clauses are incorporated herein) are true and correct and are incorporated herein by this reference.

Section 2. The City Commission hereby accepts the resignation of Norton N. Bonaparte, Jr. as City Manager of the City, effective October 14, 2026 (the “Separation Date”), on the

terms and conditions set forth in the Agreement and with the understanding that all notice and revocation requirements as set forth in the Agreement shall be adhered to; and

Section 3. The City Commission hereby approves the Separation and Release Agreement between the City and Norton N. Bonaparte, Jr, in substantially the form attached hereto and incorporated herein as Exhibit “A,” including the severance payment, accrued leave payout, and other terms described therein.

Section 4. The Mayor is hereby authorized to execute the Agreement, and any other documents reasonably necessary to effectuate its terms, on behalf of the City. The City Clerk is authorized to attest to the Mayor’s signature, and the City Attorney is authorized to approve the Agreement as to form and legality upon the expiration of all notice and revocation periods set forth in the separation and Release Agreement.

Section 5. The City Commission finds that the severance payment and other benefits provided under the Agreement comply with § 215.425, Florida Statutes, including the limitation on severance pay to no more than twenty (20) weeks of compensation, the prohibition on severance pay following termination for misconduct, and the prohibition on confidentiality provisions restricting disclosure of the terms of the Agreement.

Section 6. The City Clerk is directed to maintain the Agreement, this Resolution, and all related records as public records in accordance with Chapter 119, Florida Statutes, and to make them available for public inspection upon request.

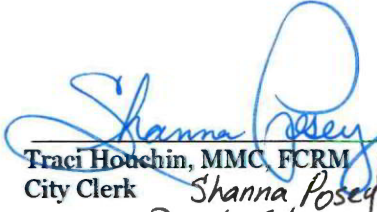
Section 7. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 9. This Resolution shall take effect immediately upon its adoption and the Agreement shall take effect upon execution of the Agreement by the City and Norton N. Bonaparte, Jr., and upon expiration of all notice and revocation periods as set forth in the Agreement.

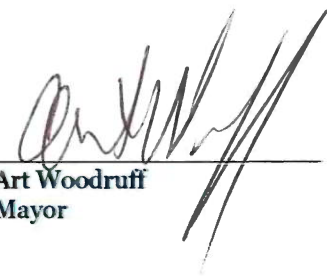
Adopted this 14th day of SEPTEMBER, 2026

On
Behalf
Of

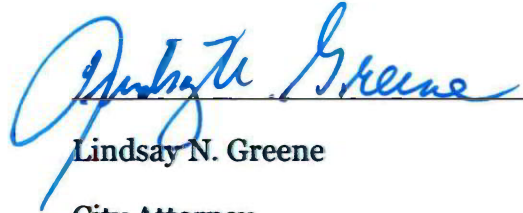

Traci Houchin, MMC, FCRM
City Clerk

Shanna Posey
Deputy City Clerk




Art Woodruff
Mayor

Approved as to Form and Legal Sufficiency:


Lindsay N. Greene
City Attorney

SEPARATION AND RELEASE AGREEMENT

(City Manager's Resignation)

This Separation and Release Agreement ("Agreement") is entered into by and between the **CITY OF SANFORD, FLORIDA**, a Florida municipal corporation (the "City"), and **NORTON N. BONAPARTE, JR.**, an individual (herein after referred to as "City Manager" or "Employee") (collectively, the "Parties").

RECITALS

WHEREAS, Norton N. Bonaparte, Jr. has served as City Manager of the City pursuant to that certain Employment Agreement executed by the City Manager on August 3, 2011, and incorporated herein by reference (the "Employment Agreement");

WHEREAS, the City Manager and the City have mutually determined that it is in the best interests of both Parties for City Manager to resign from the position of City Manager on the terms set forth in this Agreement;

WHEREAS, the Parties intend this Agreement, including the severance benefits described herein, to comply in all respects with § 215.425, *Florida Statutes*; and

WHEREAS, the Parties desire to fully and finally resolve any and all matters relating to City Manager's employment with, and separation from, the City:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Resignation.** City Manager hereby voluntarily and subject to the conditions herein stated resigns from the position of City Manager, and from any and all other offices, positions, and appointments held with the City, and effective on October 14, 2026 (the "Separation Date"). City Manager agrees to execute any additional documents reasonably requested by the City to effectuate or memorialize the resignation.
2. **Transition Assistance.** Between the Effective Date of this Agreement and March 3, 2027, City Manager agrees to reasonably cooperate with the City, through Mayor, City Commission, and any interim or successor City Manager to ensure an orderly transition, including status briefings and reasonably requested information regarding pending City matters and serve as a consultant for the benefit of the City. The City Commission or Mayor may modify City Manager's duties during this period.
3. **Severance Pay.** As consideration for City Manager's resignation, cooperation, and the releases and covenants set forth in this Agreement, and contingent upon City Manager's execution and non-revocation of this Agreement:
 - (a) The City shall pay City Manager 20 weeks of his current salary (the "Severance Payment"), pursuant to the Employment Agreement, less applicable withholdings and deductions required by law.

- (b) Severance Payment shall not exceed twenty (20) weeks of compensation, consistent with the limitation set forth in § 215.425(4)(a), *Florida Statutes*.
 - (c) The Parties acknowledge and agree that City Manager's separation from employment is a voluntary resignation of an amicable nature and is not a termination for misconduct, as that term is defined in § 443.036(29), *Florida Statutes*, and that City Manager is therefore eligible to receive the Severance Payment under Florida law.
 - (d) The Severance Payment shall be paid in accordance with the City's regular payroll schedule, beginning on the first regular City payroll date following the date this Agreement becomes effective and irrevocable as described in Section 9.
4. **Accrued Leave.** The City shall pay City Manager for all accrued and unused PTO in accordance with the Employment Agreement and applicable City policy, payable on the City's next regular payroll date following the Separation Date.
5. **Health Insurance; COBRA.** City Manager's participation in the City's group health insurance plan will end on October 31, 2026, subject to City Manager's right to elect continuation coverage under COBRA at City Manager's own expense, notice of which will be provided under separate cover.
6. **No Confidentiality of Agreement; Public Record.** Consistent with *Florida Statutes*, this Agreement does not, and may not, include any provision restricting either Party's ability to discuss the terms of this Agreement. The City and the City Manager further acknowledges that this Agreement, and all payments made under it, constitute a public record under Chapter 119, *Florida Statutes*, and are subject to public inspection and disclosure.
7. **Non-Disparagement.** Except as required by law, in connection with a proceeding to enforce this Agreement, or as necessary to exercise the rights described in Section 6 or Section 11, City Manager agrees not to make false, misleading, or disparaging statements about the City, its elected officials, or its City Managers regarding their conduct or performance, and the City agrees to instruct its elected officials, City Managers and department directors not to make false, misleading, or disparaging statements about City Manager's conduct or performance. Nothing in this Section limits truthful testimony compelled by law or any statements protected by this Agreement.
8. **General Release of Claims.**
- (a) In consideration of the Severance Payment and other consideration described in this Agreement, the City Manager, anyone acting on behalf of City Manager and City Manager's heirs, executors, administrators, and assigns, hereby fully and forever releases and discharges the City, its elected and appointed officials, City Managers, agents, attorneys, and insurers (collectively, the "Released Parties"), and agrees not to sue or file any claim, grievance, or lawsuit, to withdraw with prejudice all complaints or charges, if any, that you have filed against the City with any body, agency or court, and to irrevocably and unconditionally release and discharge the City and all the Released Parties from any and all claims, wages, causes of actions, expenses, attorneys' fees, damages, judgments, and liabilities of any and every nature

whatsoever, known or unknown, which you may now have or may hereafter have, growing out of or arising from or pertaining to any transaction, dealing, employment relationship, conduct, act or omission or any other matters or things occurring or existing at any time prior to the date of this Separation Agreement and General Release (the "Agreement"), including, but not limited to, those claims arising from or related to your employment with the City and/or your Separation from employment with the City. These claims include those under any and all applicable federal, state or local laws, regulations, ordinances; other administrative guidance, or common law claims of any type including, but not limited to, any claim for age or other type of discrimination under the Age Discrimination in Employment Act, 29 U.S.C. s. 621, et seq., including the Older Workers' Benefits Protection Act; any discrimination claim under Title VII of the Civil Rights Act of 1964, as amended; and the Civil Rights Act of 1991, 42 U.S.C. s. 2000e et seq.; any claim of disability or other discrimination under the Americans with Disabilities Act, 42 U. S.C. s. 12101 et seq.; any claims under the Employees' Retirement Income Security Act of 1974, as amended, 29 U.S.C. s. 1001, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act, 29 C.F.R. S. 41 et seq., as amended, including the Equal Pay Act, the Consolidated Omnibus Reconciliation Act, as amended; the Family and Medical Leave Act of 1993, 29 U.S. "-- s. 2601 et seq., the Florida Civil Rights Act, ch. 760, Fla. Stat.; the Florida Workers' Compensation Act, ch. 440, Fla. Stat., or any other federal, state, or local law restricting an employer's right to terminate employees, or otherwise regulating employment, enforcing express or implied employment contracts, or providing recourse for alleged wrongful discharge, physical or personal injury, emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims (collectively "Released Claims").

By signing this Agreement, the City Manager is not releasing his right to enforce this Agreement, any claims or rights that may arise under the Age Discrimination in Employment Act after the date this Agreement is signed, or any claims or rights related to any benefits under the City's retirement, pension, or any other of the City's welfare benefits programs (except claims you made that were denied before the Agreement was signed) (collectively "Excluded Claims"). The City Manager agrees not to assert that this Agreement is an admission of guilt or wrongdoing by the Released Parties. The Released Parties expressly deny any violation of any policies or procedures, or federal, state or local laws, regulations, or ordinances.

- (b) This release does not extend to: (i) any claim that cannot be released as a matter of law; (ii) any vested rights City Manager may have under the Florida Retirement System or any City-sponsored retirement plan; (iii) claims arising from acts or omissions occurring after the Effective Date of this Agreement; or (iv) City Manager's right to enforce the terms of this Agreement.
- (c) Reciprocally, the City releases the City Manager from any and all claims that the City might have against the City Manager that do not arise from any lawful activity engaged in by the City Manager.

9. **Older Workers Benefit Protection Act Acknowledgment.** City Manager acknowledges and agrees that:

- (a) City Manager has been advised, in writing, by this Agreement, to consult with an attorney before signing this Agreement;
- (b) City Manager has been given at least twenty-one (21) days to consider this Agreement before signing it, and that any changes to this Agreement, whether material or immaterial, do not restart the running of this 21-day period unless the changes are material;
- (c) City Manager may revoke this Agreement, solely as it relates to the release of claims arising under the ADEA, within seven (7) days after signing it, by delivering written notice of revocation to: **Lindsay N. Greene, City Attorney, DSK Law, 332 N. Magnolia Avenue, Orlando, Florida, 32801** and this Agreement shall not become effective or enforceable as to that release until the seven-day revocation period has expired without revocation; and
- (d) the consideration provided to City Manager under this Agreement is in addition to anything of value to which City Manager is already entitled.

10. **WAIVER OF ADEA CLAIMS:** Employee acknowledges that this Agreement and release includes a general release, including a release of age discrimination claims under the Age Discrimination in Employment Act: Employee understands that this Agreement does not waive any rights Employee may have which arise after the date of this Agreement is executed, nor does it waive Employee's right to enforce the Agreement; Employee has received all of the ADEA disclosure information concerning the ages and titles of other persons selected or eligible for Severance Pay and benefits (which are none); Employee acknowledges that Employee has been told that he may take up to twenty-one (21) calendar days from the date of his receipt of this Agreement to consider this Agreement. In addition, once signed, Employee understands that Employee will have the right to revoke this Agreement within seven (7) calendar days of the date of signing. In computing the seven (7) day revocation period, the day on which this Agreement is signed shall not be included. If the last day of the seven (7) day revocation period falls on a Saturday, Sunday, or a regular holiday of the City, the revocation period ends at 5 p.m. on the next day that is not a Saturday, Sunday, or a regular holiday of the City.

Any revocation of the Agreement must be in writing and delivered to: **Lindsay N. Greene, City Attorney, DSK Law, 332 N. Magnolia Avenue, Orlando, Florida, 32801** before 5 p.m. on the last day of this seven (7) calendar day period. In the event that Employee does not sign this Agreement or if Employee revokes this Agreement, the compensation, including all Severance, described within this Agreement will not be paid to Employee. Employee further understands and acknowledges that this Agreement will become effective and enforceable at the expiration of the seven (7) day period unless it is revoked prior to that time, at which time the Severance Payment will be mailed to Employee at the address list below his signature and pursuant to the terms of this Agreement.

11. **Protected Rights.** Nothing in this Agreement prohibits or restricts City Manager from filing a charge with, or participating in an investigation conducted by, the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, or any other governmental agency, or from testifying truthfully in response to a lawfully issued subpoena or as otherwise required by law.

12. **Return of City Property.** On or before the Separation Date, City Manager shall return to the City all City property in City Manager's possession, custody, or control, including keys, access cards/fobs, equipment, credit cards, City-owned vehicles, files, and electronic devices, together with all City data, records, and passwords.

13. **Cooperation.** City Manager agrees to reasonably cooperate with the City in connection with any pending or future litigation, audit, public records request, or investigation involving matters within City Manager's knowledge arising from City Manager's tenure as City Manager, provided that the City shall reimburse City Manager's reasonable expenses incurred in connection with such cooperation.

14. **Reference Requests.** The City agrees that any inquiries regarding City Manager's employment shall be directed to the City's Human Resource Director, who shall provide only City Manager's dates of employment and position(s) held, consistent with City policy and Chapter 119, *Florida Statutes*. This provision shall not, in any way, limit the City Manager from obtaining references from any past, former or future officials of the City.

15. **Approval Under the Government in the Sunshine Law.** This Agreement is subject to, and shall not become effective unless and until, approval by the City Commission at a duly noticed public meeting in accordance with § 286.011, *Florida Statutes*, and as set forth herein.

16. **Compliance with Section 215.425, *Florida Statutes*.** The Parties intend this Agreement, and specifically the Severance Payment described in Section 3, to comply fully with § 215.425, *Florida Statutes*. If any provision of this Agreement is later determined to exceed the limitations of § 215.425, that provision shall automatically be modified to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

17. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state or federal courts located in Seminole County, Florida. Nothing in this Agreement shall serve to limit the City's rights pursuant to Section 768.28, *Florida Statutes*.

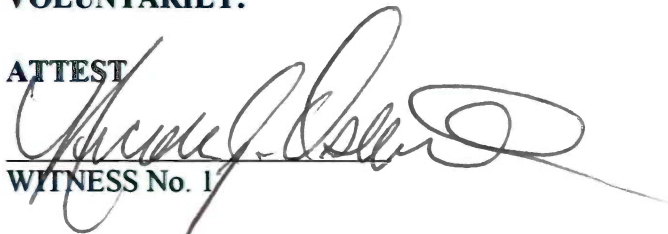
18. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes the Employment Agreement and any prior agreements, negotiations, or understandings, whether written or oral, except as expressly stated herein. This Agreement may be amended only by a writing signed by both Parties.

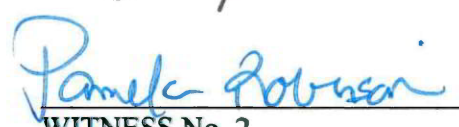
19. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

20. **Counterparts.** This Agreement may be executed in counterparts, including by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
21. **No Admission of Liability.** This Agreement, and the payments and covenants made under it, do not constitute, and shall not be construed as, an admission of liability or wrongdoing by either Party.

THE CITY MANAGER/EMPLOYEE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, THAT HE UNDERSTANDS ITS TERMS, HE HAS HAD A FULL AND FAIR OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OF THE CITY MANAGER'S OWN CHOOSING, AND SIGNS IT KNOWINGLY AND VOLUNTARILY.

ATTEST

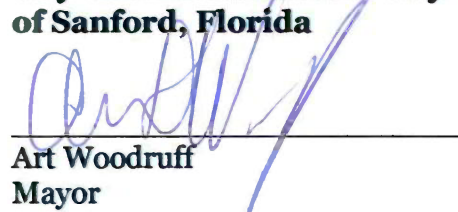

WITNESS No. 1


WITNESS No. 2

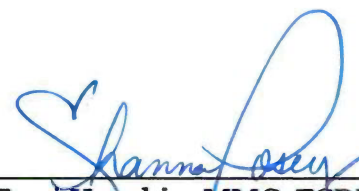
CITY MANAGER:

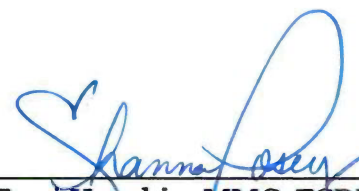

Norton N. Bonaparte, Jr., ICMA
City Manager
Date: 9.17.2026

**City Commission of the City
of Sanford, Florida**


Art Woodruff
Mayor

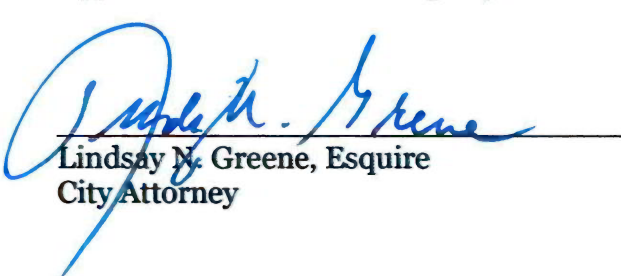
On
behalf
of


Traci Houchin, MMC, FCRM
City Clerk


Shanna Posey
Deputy City Clerk



Approved as to form and legality:


Lindsay N. Greene, Esquire
City Attorney