

FIFTH AMENDMENT TO EMPLOYMENT CONTRACT

This Fifth Amendment to Employment Contract (Fifth Amendment) is made by and between Manatee County, a political subdivision of the State of Florida, (County) and Charles Bishop, (Administrator).

WHEREAS, Section 125.73, Florida Statutes, and Section 2-2-22 of the County's Code of Ordinances provide for the appointment, by written contract, of a County Administrator by the Board of County Commissioners (Board); and

WHEREAS, the County and the Administrator entered into an Employment Contract dated September 26, 2023 (Original Employment Contract) pursuant to which the Administrator serves as the County Administrator for County; and

WHEREAS, the County and the Administrator have subsequently amended the aforementioned Original Employment Contract four times, most recently on April 21, 2026, with a Fourth Amendment (Fourth Amendment); and

WHEREAS, the County and the Administrator wish to further amend certain terms of the Original Employment Contract as amended by the four amendments (collectively, Agreement).

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

1. Effective Date. This Fifth Amendment shall be effective on the date when executed by the last party to sign.
2. Amendment. Numbered Paragraph 2 of the Fourth Amendment is hereby deleted in its entirety.
3. Compensation. The Board hereby awards the Administrator a one-time, lump sum merit/performance bonus of \$3,000.00 in recognition of meritorious performance of his duties, less any income tax or other withholdings required by applicable law. This additional compensation shall be paid within 30 days of the Effective Date of this Fifth Amendment.
4. Agreement Confirmed. Except as expressly modified herein, or by necessary implication, all provisions of the Agreement shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this Fifth Amendment, this Fifth Amendment shall prevail.

5. General Provisions.

- A. Severability. If any provision or portion of this Fifth Amendment is held to be unconstitutional, invalid or unenforceable, the remainder of this Fifth Amendment, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.
- B. No Third-Party Beneficiaries. The parties agree that this Fifth Amendment has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third party.
- C. Voluntary Contract. The Administrator acknowledges that his decision to enter into this Fifth Amendment is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.
- D. Governing Law. This Fifth Amendment shall be governed by and construed in accordance with laws of the State of Florida.

[signature page to follow]

The County has caused this Fifth Amendment to be duly approved by its Board, and signed and executed on its behalf by its Chairperson, or Vice Chairperson, and duly attested by its Clerk, and the Administrator has signed and executed this Fifth Amendment on the respective dates listed below.

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: *T. M.*
Chairperson

Date: *May 19, 2026*

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Angeline Colonneso*
Deputy Clerk

ADMINISTRATOR:

CHARLES BISHOP

By: *[Signature]*
Charles Bishop

Date: *5/5/26*



May 19, 2026 - Regular Meeting

Subject

Fifth Amendment to Employment Contract with County Administrator

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Pamela D'Agostino, County Attorney, x3750

Action Requested

I move to approve the Fifth Amendment to the Employment Contract between Charles Bishop and the County and to authorize the Chairperson to execute same on behalf of the County.

Enabling/Regulating Authority

Sections 125.73, 125.74, Florida Statutes, and Article II, Section 2-2-22 of the Manatee County Code of Ordinances

Applicable Advisory Board

Not applicable.

Background Discussion

On April 21, 2026, the Board approved a Fourth Amendment to the employment contract between the County and Mr. Bishop to extend the term of the existing contract for six months, to February 8, 2027, and to authorize reimbursement of the Administrator's attorney fees in an amount not to exceed \$3,000.00. Soon thereafter, it was learned that the Manatee Clerk of the Circuit Court and Comptroller (Clerk), as custodian of all county funds, concluded that payment of the attorney fees pursuant to the Fourth Amendment did not rise to the level of a lawful public purpose, and therefore, any request for reimbursement would be denied.

The proposed Fifth Amendment eliminates any reimbursement for attorney fees, but awards Mr. Bishop a one-time, lump sum merit/performance bonus of \$3,000.00 in recognition of meritorious performance of his duties, less any income tax or other withholdings required by applicable law, to be paid within 30 days of execution. Pursuant to Section 125.73(3), Florida Statutes, the compensation of the County Administrator shall

See attached Agenda Update Memo 5.12.26

be fixed by the Board. The Clerk, through her General Counsel, has advised that the Clerk has no concerns with the proposed payment as written in the Fifth Amendment.

Attorney Review

Other (Requires explanation in field below) D'Agostino
This is a County Attorney item.

Instructions to Board Records

Please forward a copy of this approved agenda package to Pamela D'Agostino and Patricia Nolan at pamela.dagostino@mymanatee.org and patricia.nolan@mymanatee.org.
Distributed 5/19/26, RT

Cost and Funds Source Account Number and Name

No net increase in costs to the County.

Amount and Frequency of Recurring Costs

No net increase in recurring costs to the County.

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By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

ADMINISTRATOR:

CHARLES BISHOP

By:  _____
Charles Bishop

Date: 5/5/26



May 19, 2026 - Regular Meeting

Subject

Updates to Agenda - May 12, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 5/12/26) for the meeting of May 19, 2026:

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional generic comments.

CONSENT AGENDA

Attorney

Item 6, Fifth Amendment to Employment Contract with County Administrator

- This agenda item was updated with a public comment.

Public Safety

Item 26, Authorization to Issue Letter of Non-Opposition for the SUNSKY 10K Temporary Closure of the Sunshine Skyway Bridge, Jodie Fiske, Public Safety Director - Countywide

- This agenda item was updated with an attachment titled, "Request for Letter of Non-Opposition."

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Upon Request

Item 31, Adoption of Resolution R-26-056, revising the Water Well Construction Permitting Program Schedule of Fees for the administration and enforcement of rules and regulations governing water well permitting and water well contractors within Manatee County, including the addition of a fee for processing Water Well Abandonment Permits, Alissa Powers, Environmental Protection Division Manager - Countywide

- This agenda item was updated to include two Request for Legal Services responses, finalized Resolution R-26-056, and revisions to the Attorney Review Section shown in strikethrough/underline format.

REGULAR

Natural Resources

Item 34, Execution of the Water Well Construction Permitting Agreement with the Southwest Florida Water Management District for the administration and enforcement of rules and regulations governing water wells permitting and water well contractors within the geographical jurisdiction of Manatee County, Alissa Powers, Environmental Protection Division Manager, and Paul Panik, Program Manager – Countywide

- This agenda item was updated to include the Request for Legal Services response and revisions to the Attorney Review Section in strikethrough/underline format.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

From: Martha Jacobs <mjorders@verizon.net>

Sent: Tuesday, April 7, 2026 2:45 PM

To: Robert McCann <drbob.mccann@mymanatee.org>; Tal Siddique <tal@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>

Subject: **Charlie Bishop Contract** public comment submitted & not included today

Dear Commissioners,

Other than my including the incorrect Agenda Item in the Subject heading, I'm not sure why my Public Comment didn't land "somewhere."

I am including it here:

Although the incident occurred weeks prior, Charlie Bishop waited until immediately after two citizens spoke out at a BOCC meeting before having them investigated for felony trespass and a number of other (bogus) destruction of property charges without considering the negligence and OSHA violations he and the county committed by neither securing nor clearly identifying an "active construction zone." The investigating detective found the felony charges and destruction of property charges could not be submitted to the State Attorney because those charges would never stick so he wasted Sheriff's office time (and \$\$\$) as well. Bishop's attempts to silence, intimidate and even willingly destroy the lives of anyone who speaks against him without considering his and the county's own complicity are, in my opinion, unethical if not immoral. Is this really the type of person the taxpayers of Manatee County should be paying a \$255K salary to? I think not.

Additionally, since it's being discussed as I write, I have NEVER known a business to pay overtime/emergency pay to a salaried employee. This is so wrong, especially when there are so many county employees who must work 2 to 3 jobs just to try to survive. At \$255K+ he is more than well compensated to show up to work after a hurricane.

Thank you,

Martha Jacobs

Manatee County Resident / Taxpayer

Re: STRONG OPPOSITION to the Proposed Fifth Amendment to the County Administrator's Employment

From Robert McCann <DrBob.McCann@mymanatee.org>

Date Sat 5/16/2026 3:43 PM

To Dian Weldon <deeweldon1225@yahoo.com>

Got it!

Dr. Bob McCann
Manatee County Commissioner
District 5
1112 Manatee Ave West
Bradenton, FL 34205
DrBob.McCann@mymanatee.org



From: Dian Weldon <deeweldon1225@yahoo.com>

Sent: Saturday, May 16, 2026 1:35 PM

To: Jason Bearden <jason.bearden@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Tal Siddique <tal@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>

Subject: STRONG OPPOSITION to the Proposed Fifth Amendment to the County Administrator's Employment

You don't often get email from deeweldon1225@yahoo.com. [Learn why this is important](#)

CAUTION:This email originated from an external source.

Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Dear Commissioners,

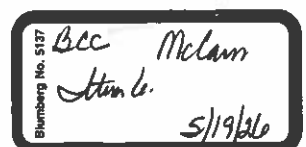
I am writing as a Manatee County resident and voter to formally state my strenuous objection to the proposed Fifth Amendment to the employment contract for County Administrator Charlie Bishop. Please admit my letter

to the official record. At a time when local taxpayers are demanding transparency, fiscal responsibility, and ethical

leadership, this amendment represents a blatant disregard for all three.

I urge the Board to reject this amendment based on three critical points of concern:

1. A Transparent "Bait-and-Switch" to Bypass the Clerk of Court



Dian Weldon
1212 2nd Avenue East
Bradenton, FL 34208