

Escambia County
Clerk's Original
10/13/2010/CATT-1

EMPLOYMENT AGREEMENT

Agreement made, effective the 1st of November, 2010, by and between Escambia County, Florida, a political subdivision of the State of Florida, at 221 Palafox Place, Suite 400, Post Office Box 1591, Pensacola, Florida 32597-1591, hereinafter referred to as "County," and Charles R. "Randy" Oliver, hereinafter referred to as "Oliver," in the County of Escambia, State of Florida.

RECITALS

The parties recite and declare:

A. County, a political subdivision of the State of Florida, maintains an office at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida and acts through the Escambia County Board of County Commissioners.

B. Oliver has a significant work history in city, county and local government.

C. Oliver participated in the County's recruitment for county administrator and was the highest ranked candidate by the Board of County Commissioners.

D. Oliver is willing to be employed by County, and County is willing to employ Oliver, on the terms, covenants, and conditions set forth in this Agreement.

For the reason set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, County and Oliver agree as follows:

Section 1. Employment.

County hereby employs, engages and hires Oliver as the Escambia County Administrator. Oliver shall be responsible for the administration of all bureaus responsible to the Board of County Commissioners and for the proper administration of all affairs as directed by the Board. To that end, Oliver may, by way of enumeration and not by way of limitation, have the following specific powers

Date: 10/13/2010 Verified By: *Ortansa*

and duties to:

- (a) Administer and carry out the directives and policies of the Board of County Commissioners and to enforce all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed;
- (b) Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year and any recommendations as to actions or programs he deems necessary for the improvement of the County and the welfare of its residents;
- (c) Provide the Board, or individual members thereof, upon request, with data or information concerning County government and to provide advice and recommendations on County government operations to the Board;
- (d) Prepare and submit to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget and a capital program, by July fifteenth;
- (e) Establish the schedules and procedures to be followed by all County bureaus, offices and agencies in connection with the budget and supervise and administer all phases of the budgetary process;
- (f) Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year and submit his recommendations;
- (g) Supervise the care and custody of all County property;

- (h) Organize the work of County bureaus subject to an administrative plan developed by Oliver and adopted by the Board and review the bureaus, administration and operation of the County and make recommendations pertaining thereto for reorganization by the Board;**
- (i) Select, employ and supervise all personnel, and fill all vacancies, positions or employment of all bureaus under the jurisdiction of the Board other than the Office of the County Attorney; provided, however, the employment of all Deputy County Administrators, Assistant County Administrators, and Bureau Chiefs shall require confirmation by the Board of County Commissioners;**
- (j) Suspend, discharge or remove employees of the Board of County Commissioners under his jurisdiction;**
- (k) Negotiate leases, contracts, and other agreements, including consultant services for the County, subject to approval of the Board, and make recommendations concerning the nature and location of County improvements.**
- (l) See that all terms and conditions in all leases, contracts and agreements are performed and notify the Board of any noted violation thereof;**
- (m) Order, upon advising the Board, any agency under his jurisdiction to undertake any task for any other agency on a temporary basis if he deems it necessary for the proper and efficient administration of the County government to do so;**
- (n) Attend all meetings of the Board and is authorized to participate in the discussion of any matter;**
- (o) Perform such other duties as may be required of him by the Board of County Commissioners;**
- (p) Oliver shall annually present to the Board a report on the administration of the County which**

shall include an organizational chart;

Oliver hereby accepts and agrees to such hiring, engagement, and employment.

Section 2: Best Efforts of Oliver.

Oliver agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of County. Such duties shall be rendered for Escambia County, Florida, and such other place or places as County shall in good faith require or as the interests, needs, business or opportunity of County shall require.

Section 3. Term of Agreement.

The term of this Agreement shall be for a period of three (3) years, commencing the 1st day of November 2010 and ending the 31st day of October 2013. Upon the completion of the first three-year term, the Board with an affirmative vote of at least three Commissioners may renew the Agreement for a second three-year term which would commence on the 1st day of November 2013 and end on the 31st day of October 2016. Notwithstanding any provision to the contrary, the employment of Oliver shall be at the will of the Board of County Commissioners.

The Board shall annually review Oliver and his performance under this Agreement on or within thirty (30) calendar days of this Agreement's anniversary date. The terms and procedures for this review shall be determined by the Board and may be done informally by each Board member individually or formally by the full Board in public session.

Section 4. Compensation of Oliver.

County agrees to compensate Oliver for his services rendered pursuant hereto at the rate of One Hundred Forty-Five Thousand Dollars (\$145,000) per annum payable biweekly in accordance

with pay periods for County employees. Oliver's base compensation shall only be adjusted by action of the Board of County Commissioners, including any CPI (consumer price index), COLA (cost-of-living) or merit increase. The Board shall indicate the effective date of any such increase when the action is taken. Oliver may be eligible for an annual merit or base pay increase (if funded) based upon the County Administrator's performance evaluation; consideration shall be given to any CPI, COLA or merit increases provided to other County employees during that fiscal year. All Personnel Action Forms (PAF's) implementing payroll changes for Oliver approved by the Board of County Commissioners shall be executed on behalf of the County by its Chairman.

In addition, County shall pay Oliver's F.I.C.A. and shall withhold required federal income taxes. Oliver shall further receive all rights, privileges and benefits (i.e. health, life, dental, vision, LTD and other optional plans) at the same premium rates as other County employees. In addition, Oliver shall accrue PTO (Paid Time Off), MOB (Management Optional Benefits) and ELB (Extended Leave Bank) at the same rate as other unclassified SES County employees but shall not be penalized for not using any accrued PTO, MOB and ELB within a given period of time. Oliver shall be allotted his first year's MOB leave upon the first day of this Agreement. For purposes of PTO accrual, Oliver shall commence employment as any other unclassified employee beginning employment with Escambia County.

Section 5. Relocation.

County agrees to pay up to Nine Thousand Nine Hundred Dollars (\$9,900) to reimburse Oliver for the expense of moving Oliver's family and personal property from Surprise, Arizona to Escambia County, Florida. Said reimbursements will include costs of a transfer company, storage costs, and insurance charges and in addition to the cap set above, shall not exceed the average cost as

provided by three (3) bids or estimates for such services. Additionally, the County agrees to reimburse Oliver for the mileage associated with the transfer of one (1) family automobile from Surprise, Arizona to Escambia County, Florida with said mileage reimbursement based on the County's travel regulations in effect at the time the mileage is accrued. The automobile transfer shall occur no later than the first six (6) months of this Agreement. County further agrees to reimburse Oliver for the first thirty (30) days housing expenses (rent or lease fees) with an amount not to exceed \$1,750.

Section 6. Retirement.

Oliver shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1) (b), Florida Statutes, or in lieu of participation under the Senior Management Class, Oliver may participate in the FRS investment plan pursuant to FRS regulations or a Local Option Annuity.

Contributions will be made by the County on behalf of Oliver, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

Section 7. Professional Development

The County agrees to budget and to pay reasonable travel expenses, including but not limited to transportation, lodging, parking and the standard per diem, of Oliver for professional and official travel, meetings and occasions adequate to continue the professional development of Oliver and to adequately pursue necessary official and other functions for the County, including but not limited to International City/County Management Association (ICMA), Florida Association of Counties (FAC), and such other national, regional, state and local government groups and committees thereof which Oliver serves as a member. Unless otherwise approved by the Board, said travel shall not occur

outside the lower forty-eight (48) contiguous states of the United States. The County also agrees to budget and to pay reasonable travel and subsistence expenses for short courses, institutes and seminars that are necessary for his professional development, including tuition, registration and books associated with such training and development necessary as determined by the Board of County Commissioners, all to the extent permitted by applicable law.

Section 8. Dues and Subscriptions.

The County agrees to pay the reasonable professional dues and subscriptions of Oliver necessary for his continuation and full participation in organizations and associations necessary and desirable for his continued professional participation, growth and advance for the benefit of the County, including but not limited to annual membership dues for ICMA.

Section 9. Automobile.

County shall provide Oliver with a monthly car allowance of Five Hundred Dollars (\$500.00).

Section 10. Phone/Telecommunications:

County agrees to provide Oliver with the use of a County-owned personal computer and a laptop computer for County business purposes. Additionally, County agrees to provide Oliver either a County-owned cellular phone or a One Hundred Dollar (\$100) per month phone allowance.

Section 11. Civic Club Membership.

It is agreed that the County recognizes the desirability of representation in and before local civic and other organizations, and to that end Oliver is authorized to become a member of one such civic club for which the County shall pay Oliver's dues.

Section 12. Recommendations for Improving Operations.

Oliver shall make available to the County all information of which Oliver shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit of the County and Oliver.

Section 13. Outside Consulting.

Oliver shall obtain approval of the Board of County Commissioners prior to commencing any outside or secondary employment for compensation, including any consulting services.

Section 14. Oliver's Inability to Contract for County.

In spite of anything contained in this Agreement to the contrary, Oliver shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining the express written consent of County or as may be spread upon the Board of County Commissioners minutes, except as may be otherwise provided by law or ordinance.

Section 15. Agreements Outside of Contract.

This Agreement contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that he has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with his dealings with the other.

Section 16. Modification of Agreement.

Any modifications of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, with such modifications approved by a majority of the Board of County Commissioners.

Section 17. Termination.

17.1 In the event Oliver's services under this contract are terminated by the Board of County Commissioners without cause prior to the expiration of a three-year term as designated in Section 3 of this Agreement, during such time that Oliver is willing and able to perform the duties of County Administrator, then, and in that event, County agrees to pay Oliver a lump sum cash payment equal to fifty percent (50%) of the total annual base salary payable hereunder and Oliver shall receive payment for all accumulated PTO, MOB and ELB leave. The County shall also provide health and dental insurance for six months from the date of said termination under the same terms as if he were an employee. This shall be in addition to any coverage that may be available under COBRA. However, the County shall have no obligation to pay the aggregate sum designated in this paragraph if the Board fails to vote by a majority vote to renew this Agreement for a second three-year term as set forth in Section 3 of this Agreement or if the Agreement is terminated by the County for breach of this Agreement or in the event Oliver is convicted of any illegal act; however, in such event Oliver shall be entitled to all accumulated MOB, PTO and ELB leave.

In the event County at any time during the term of this Agreement reduces the compensation or other financial benefits of Oliver in a greater percentage than is applicable generally to County employees, or in the event the County refuses, following written notice, to comply with any other

provision benefitting Oliver herein, or in the event Oliver agrees to a termination of this Agreement pursuant to a request to do so from the Board of County Commissioners, or in the event Oliver's ability to perform the duties and functions of County Administrator are materially impaired by action of the Board of County Commissioners, then, and in that event, Oliver may, at his option, deem to have had this contract terminated by County within the meaning of this Section at the date of such reduction, refusal or impairment within the meaning and context of this provision.

The lump sum cash payment provided for in this Section shall be Oliver's exclusive remedy for any breach of this contract by County. Oliver hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by County, and Oliver acknowledges he shall not be entitled to any other lump sum payments other than his accrued PTO, MOB, and ELB in the event of such breach.

17.2 Oliver may terminate this Agreement at any time upon Ninety (90) days written notice to the Board of County Commissioners. Upon completion of the notice period in accordance with the procedures for unclassified SES employees, Oliver shall be entitled to receive all accumulated PTO, MOB, and ELB leave but is not entitled to any other lump sum payment.

Section 18. Termination for Disability.

A. In spite of anything in this Agreement to the contrary, County is hereby given the option to terminate this Agreement in the event that Oliver shall, during the term of this Agreement, become permanently disabled as the term permanently disabled is fixed and defined in this Section. Such option shall be exercised by County giving notice to Oliver by registered mail, addressed to Oliver in care of County at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida, or at such other address as Oliver shall designate in

writing of County's intention to terminate this Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement.

However, in such event Oliver shall be entitled to all accumulated MOB, PTO and ELB leave, but no other lump sum payment.

B. For the purposes of this Agreement, Oliver shall be deemed to have become permanently disabled, if during any year of the term of this Agreement, because of ill health, physical or mental disability or for other causes beyond the terms of Oliver's contract he shall have been continuously unable or unwilling or shall have failed to perform his duties under this Agreement for ninety (90) consecutive days, or if, during any year of the term of this Agreement, Oliver shall have been unable or unwilling or shall have failed to perform his duties for a total period of one hundred twenty (120) days, irrespective of whether or not such days are consecutive. For the purposes of this Agreement, any year of the term of this Agreement, is defined to mean any twelve (12) calendar month period during the term of this Agreement.

Section 19. Effect of Partial Invalidity.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 20. Choice of Law.

It is the intention of the parties to this Agreement, that this Agreement and the performance

under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and pursuant to the laws of the State of Florida and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Section 21. Indemnification.

The County shall defend, save harmless and indemnify Oliver against any action, in tort or if he is named as party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The County shall not be liable in tort for the acts or omissions of Oliver committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 22. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 23. Attorney's Fees.

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on

to pay, a reasonable sum for the successful party's attorney's fees.

Section 24. Paragraph Headings.


The title to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Approved by the Board of County Commissioners of Escambia County, Florida this 7th day of October, 2010.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: *Grover C. Robinson, IV*
Grover C. Robinson, IV, Chairman

ATTEST: Eric Lee Magaha
Clerk of the Circuit Court

By: *Daria Harris*
County Clerk


This document approved as to form and legal sufficiency.

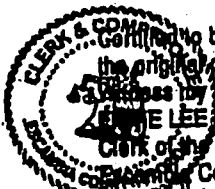
By: *[Signature]*
Title: County Attorney
Date: Oct. 8, 2010

By: *Charles R. Oliver*
Charles R. "Randy" Oliver

Witness: *[Signature]*
Print Name: JALOEN S. OLIVER

Witness: *Andrea S Oliver*
Print Name: Andrea S Oliver

Date BCC Approved
10-7-2010
Date Executed
10-13-2010


To be a true copy of the original on file in this office
Witness by hand and official seal
ERIC LEE MAGAHA
Clerk of the Circuit Court & Comptroller
Escambia County, Florida
By: *Daria Harris* D.C.
Date: October 13, 2010