

EMPLOYMENT AGREEMENT

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

THIS AGREEMENT, made and entered into this 16th day of March, 2015, by and between the Mayor of the City of Pensacola, Florida, hereinafter referred to as "Mayor", and **LYSIA H. BOWLING** hereinafter referred to as "The Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor desires to employ the services of **LYSIA H. BOWLING** and

WHEREAS, it is the desire of the Mayor to provide certain benefits, to establish certain conditions of employment and to set working conditions of The Employee; and

WHEREAS, it is the desire of the Mayor to (1) secure and retain the services of The Employee and to provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring The Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating The Employee's services at such time as she may be unable to fully discharge her duties due to disability, or when Mayor may desire to otherwise terminate her employment; and

WHEREAS, The Employee desires to accept employment as **CITY ATTORNEY** of said City;

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

SECTION 1. Duties. Mayor hereby agrees to employ **LYSIA H. BOWLING** to perform such duties and functions as specified from time to time by the Mayor.

SECTION 2. Term and Removal. This contract shall commence on March 16, 2015 and remain in effect until termination by Mayor or resignation by The Employee; provided, however, that The Employee may voluntarily resign at any time and The Employee may be terminated at the sole discretion of the Mayor, subject to the provisions of Section 6 as stated herein. This contractual employment relationship shall be construed, as one, which is terminable at will by either party. No provision of this contract shall be deemed by either party to confer a constitutionally protected property right upon The Employee, and The Employee expressly acknowledges that the benefits provided by this contract constitute the total City of Pensacola benefits accorded by the employment relationship and that there is no reasonable expectation of continued employment upon any term or condition not stated herein. The Employee expressly

acknowledges that the provisions of this contract do not provide The Employee with entitlement to a pre-termination hearing or any procedural or substantive benefit other than those expressly set forth in this contract.

SECTION 3. Salary and Retirement Program.

A. The salary range for The Employee shall be that as set forth in the Administrative Pay Plan as established by the City Council for all appointed Employees of the City as the same may be amended from time to time. The salary for The Employee within this range shall be that amount periodically established by the Mayor. The salary for The Employee is payable periodically at the same time as other Employees of the City are paid.

B. As provided for by law, The Employee shall be entitled to complete balances in all defined contribution plans held in The Employee's name as established by the City.

SECTION 4. Hours of Work. The hours of work for The Employee shall be established and are subject to change at the discretion of the Mayor. Although the Mayor may, in his discretion, provide remuneration or other benefit in regard to the number of hours The Employee renders service under this contract, it is hereby acknowledged that the services to be rendered under this contract are regarded as exempt under the overtime provisions of the Fair Labor Standards Act (FLSA), unless otherwise stated.

SECTION 5. Other Terms and Conditions.

A. The Mayor shall fix any other terms and conditions of employment, as from time to time determined, relating to the performance of The Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to personal time off leave (PTO), holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to The Employee as they would to other Employees of the City with the exception that The Employee shall be credited eighteen (18) hours of paid time off a month. On each January 1, The Employee may have a maximum accumulation of 500 hours of PTO leave. The Employee may accumulate more PTO leave time during the calendar year, without limitation, but in no case shall there be more than 500 hours of PTO leave accrued on any given January 1 of a calendar year. On the first day of the pay period beginning in January of each year, the employee's PTO balance shall be reduced to the allowed maximum of 500 hours. These excess hours will be placed in an SFMLA account. The Employee will be able to use this leave for FMLA qualifying absences or may donate this leave. The Employee may not be paid for any hours remaining in this auxiliary PTO account upon leaving City employment.

SECTION 6. Termination, Notice and Severance Pay

A. The Mayor shall have the right to cancel and terminate this Employment Agreement with The Employee at any time, in the discretion of the Mayor. In addition, the Mayor shall have the option, at his sole discretion, to offer The Employee whose contract is being terminated the opportunity to execute a Waiver, waiving any right The Employee may have to file a complaint, appeal, lawsuit, or other challenge against the City of Pensacola or its officers, agents, or the Employees, in exchange for the payment of ninety (90) days' severance pay, which payment may be made on regularly scheduled pay days or in a lump sum payment, at the discretion of the Mayor. Severance pay is calculated by dividing 90 days by 360 and then multiplying that amount by The Employee's annual salary. If The Employee is not offered an opportunity to execute a Waiver or who declines to do so if an opportunity is offered, shall receive thirty (30) days' severance pay. Any severance pay paid pursuant to this Employment Agreement shall be net of any lawful withholdings.

B. Provided however, that in the event The Employee is terminated because of her conviction in the trial court of any felony or any employment related misdemeanor of the first degree, then in that event, the Mayor has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

IN WITNESS WHEREOF, the Mayor of the City of Pensacola, Florida, and The Employee have signed and executed the Employee Agreement, in duplicate, this March 16, 2015.

Attest:

Tricka L. Burnett
City Clerk

Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor/Designee
City of Pensacola

Lysia H. Bowling
LYSIA H. BOWLING

Witness:

Edward J. Dixon

