

MEMO

TO: Tamara W. Fountain, Chief Operations Officer
FROM: Ashton J. Hayward, III, Mayor *A.J.H.*
DATE: March 30, 2015
SUBJECT: Notification of Employee Contract Change

Addendum to Contract

Section 6 of your employment contract has been amended as follows:

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 such event, the City shall pay The Employee whose contract is being terminated an amount equal to twenty (20) weeks' severance pay, which payment may be made on regularly scheduled pay days or in a lump sum payment, at the discretion of the Mayor, if but only if The Employee executes a Waiver, in form and substance satisfactory to the Mayor, waiving any right The Employee may have to file a complaint, appeal, lawsuit, or other claim or challenge against the City of Pensacola or its elected officials, appointed officials, officers, agents, or employees. Any severance pay paid pursuant to this Employment Agreement shall be net of any lawful withholdings.

B. Severance pay is calculated by dividing 140 days by 360 and then multiplying that amount by The Employee's annual salary. The calculation of severance pay will not include compensation for earned and accrued annual, sick, compensatory or administrative leave; early retirement under provisions established in an actuarially-funded pension plan; or any subsidy for cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees.

C. Provided however, that payment of severance pay is prohibited if The Employee is terminated for misconduct as defined in Section 443.036(29) of the Florida Statutes. "Misconduct" includes, but is not limited to, the following:

- Conduct demonstrating willful or wanton disregard of the City's interests and found to be a deliberate violation or disregard of the standards of behavior which the City has a right to expect of The Employee; or
- Carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design or shows an intentional and substantial disregard of the City's interests or of The Employee's duties and obligations to the City.

Section 7 of your employment contract has been amended as follows:

SECTION 7. Indemnification

A. The City shall indemnify and hold harmless The Employee from and against any and all allegations, claims, demands, causes of actions, suites, legal actions, other proceedings, injuries, liabilities, damages, costs and expenses arising out of or resulting from (i) any alleged act, event or omission of Employee in the scope of The Employee's employment or function; (ii) any alleged act, event or omission of Employee taken at the direction of or with the approval or consent of Mayor; (iii) the exercise of judgment or discretion by The Employee in the performance of her duties and responsibilities; (iv) any alleged act, event or omission of Employee occurring in the performance of duties or responsibilities delegated or assigned to Employee by the Mayor; or (v) any act, event or omission of Employee under color of state law, custom or usage, including but not limited to any civil rights lawsuit alleging that The Employee has deprived another person of rights secured under the Federal Constitution or laws. Notwithstanding the foregoing, however, City shall not indemnify Employee with respect to any act, event or omission of Employee (i) that is contrary to the Mayor's instruction or direction, (ii) that is committed while acting outside the course and scope of Employee's employment, or (iii) is committed in bad faith or with malicious purpose or in

a manner exhibiting wanton and willful disregard of human rights, safety or property.

B. In addition, the City shall defend The Employee, by and through an attorney or attorneys selected by the Mayor, and shall pay the costs and attorney's fees for such defense, against, with respect to or in connection with any allegations, claims, demands, causes of action, suits, legal actions and other proceedings of any nature, in whole or in part based upon, arising out of, resulting from or related to The Employee's employment with the City. The City shall be obligated to provide such defense and attorney or attorneys to The Employee in accordance with the preceding sentence notwithstanding the last sentence of Section 111.07, Florida Statutes, that may otherwise allow the City to not provide such defense and attorney(s) but rather to reimburse The Employee for court costs and reasonable attorneys' fees if The Employee prevails in the action. Notwithstanding the foregoing, however, in the event that The Employee is found to be personally liable by virtue of acts, events or omissions of Employee (i) contrary to the Mayor's instruction or direction, (ii) outside the scope of her employment, or (iii) committed in bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, then the City, in the sole discretion of the Mayor, may recover from The Employee any costs or attorneys' fees to the extent paid by the City for the defense of The Employee with respect to such matters.

All other provisions in your contract will remain in full force and effect. Any sections found to be in conflict with these amendments are hereby declared null and void.

This addendum was attached to your original contract, which is on file in Human Resources.

RECOMMENDATION FOR PERSONNEL ACTION

Name	Tamara W. Fountain	Employee#	004882
Department	Mayor's Office	Present Class	Chief Operations Officer
Home Dept	001-000107	Effect Date/Time	03/30/2015
Address Chg		Cost Distribution Change	Suspension
Demotion	LWOP	Promotion	Transfer
Ed Incentive	Military Lv	Shift Diff	457 Def Comp
FMLA-LWOP	Military LWOP	Special Duty	Other X
Fld Trg	Name Change	Appt. of OPS (EPS) to Budgeted Position	

Bi-Weekly Payroll

Job Code/Title	From	1209-001/Chief Operations Officer	To	1209-001/Chief Operations Officer
Range	From	N/R	To	N/R
Hourly Rate	From	48.08	To	48.08
Bi-Weekly	From	3,846.40	To	3,846.40
Fire OI Adj	From		To	
Annual	From	100,006.40	To	100,006.40

Remarks:

Stop additional \$700 per week for additional duties as City Administrator position is filled effective 3/30/2015.

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
FTP/ETPF Field Trg	From		To	
CP, CPI, CPM	From		To	
EIF/EIP Ed Inc	From		To	
Sp10, Sp15, Sp20	From		To	

Remarks:

Dept. Director/Administrator Date

Edward J. Simon 4-1-15

Chief Human Resources Officer Date

Revised 03/2015

ZW Fountain 04/01/2015

Mayor/Designee (when applicable) Date

Ar 4/3/15

Human Resources Reviewer Date

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION *e*

Name	Tamara W. Fountain	Employee#	004882
Department	Mayor's Office	Present Class	Chief Operations Officer
Home Dept	001-000107	Effect Date/Time	03/30/2015

Address Chg		Years of Service		Cost Distribution Change		Suspension	
Demotion		LWOP		Promotion		Transfer	
Ed Incentive		Military Lv		Shift Diff		457 Def Comp	
FMLA-LWOP		Military LWOP		Special Duty		Other	X
Fld Trg		Name Change		Appt. of OPS (EPS) to Budgeted Position			

Bi-Weekly Payroll

Job Code/Title	From	1209-001/Chief Operations Officer	To	1209-001/Chief Operations Officer
Range	From	N/R	To	N/R
Hourly Rate	From	48.08	To	55.28
Bi-Weekly	From	3,846.40	To	4,422.40
Five OT Adj	From		To	
Annual	From	100,006.40	To	114,982.40

Remarks:

Salary adjustment based on additional job responsibilities as outlined in attached memo.

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
FTP/FIPE Field Trg	From		To	
CP, CPI, CPM	From		To	
EIP/EIP Ed Inc	From		To	
Sp10, Sp15, Sp20	From		To	


Remarks:


Dept. Director/Administrator Date
Edward J. Simon 4-2-15
 Chief Human Resources Officer Date
 Revised 03/2015

Ed Quinn 4/2/2015
 Mayor/Designee (when applicable) Date
AS 4/3/15
 Human Resources Reviewer Date

OFFICE of the MAYOR

MEMORANDUM

TO: Edward Sisson, HR Administrator 

FROM: Eric Olson, City Administrator 

DATE: April 2, 2015

RE: Increase in pay request for Chief Operations Officer

1. With the concurrence of the Mayor I respectfully authorize an increase in pay for the Chief Operations Officer from her current annual salary of \$100,006 to \$114,982, effective on the pay period beginning March 30, 2015.
2. Following my appointment as City Administrator oversight of the Airport, Port and Pensacola Energy was assigned to the Chief Operations Officer. She now has management responsibility for three of the City's four enterprises in addition to her previous assignments.
3. The Chief Operations Officer's position is unique to City Hall; there is no one else tasked with similar responsibilities. The increase in her duties adds to a level of decision-making responsibility that is commensurate with that of the City Administrator. An increase in her pay to the recommended level will still leave her compensation below that of senior municipal executives in comparable Florida cities (Ocala, Gainesville, Sarasota and Lakeland).

cc: Ashton J. Hayward, III, Mayor
Tamara Fountain, Chief Operations Officer

Payroll Calculator Annual Salary Conversion to Hourly Rate

Step 1 Insert annual salary in cell.

Step 2 (no input) Annual salary is converted to hourly rate and tested against annual s

USER FIELDS A9 - F14

[Redacted area]

1. Insert Annual Salary
5,000.00

15/0

	Hourly	Biweekly	Annual Salary
	55.29	4423.08	
	55.29	4423.20	115,003.20
2.	55.28	4422.40	114,982.40

*Cannot exceed annual salary of agreement. Hourly rate will still need to be tested for maximum of ran civil service and contract. Use appropriate payroll calculator.

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION

Name	Tamara W Fountain	Employee#	004882
Department	Mayor's Office	Present Class	Chief Operations Officer
Home Dept	001.005000	Effect Date/Time	1/15/2015

Address Chg	X	Years of Service	Cost Distribution Change	Suspension
Demotion		LWOP	Promotion	Transfer
Ed Incentive		Military Lv	Shift Diff	457 Def Comp
FMLA-LWOP		Military LWOP	Special Duty	Other
Fld Trg		Name Change	Appt. of OPS (EPS) to Budgeted Position	

Bi-Weekly Payroll

Job Code/Title	From	1209/Chief Operations Officer	To	
Range	From		To	
Hourly Rate	From		To	
Bi-Weekly	From		To	
Fire OT Adj	From		To	
Annual	From		To	

Remarks: New Address: [REDACTED]

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
FTP/FTPF Field Trg	From		To	
CP, CPI, CPM	From		To	
EIF/EIP Ed Inc	From		To	
Sp10, Sp15, Sp20	From		To	

Remarks:

Dept. Director/Administrator Date

Mayor/Designee (when applicable) Date

Human Resources Administrator Date

Tamara W. C. 1/15/15

Human Resources Reviewer Date

Tracy Walsh

From: Edward Sisson
Sent: Thursday, January 15, 2015 1:38 PM
To: Tracy Walsh
Cc: Cheryl Jackson
Subject: FW: address update

Please use the information below to create a PA for Tamara's address change. Too bad we don't have the automated system to use for this.

Edward F. Sisson, SPHR, CEBS
Human Resource Administrator
City of Pensacola, Florida
PH : 850-435-1727
Fax: 850-595-1298
ESisson@cityofpensacola.com



Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Rebecca McLellan
Sent: Thursday, January 15, 2015 1:30 PM
To: Cheryl Jackson; Edward Sisson
Subject: address update

Please update Tamara's address for any of her necessary files



Thanks.

Rebecca A. McLellan
Communications Assistant

Office of the Mayor
City of Pensacola
222 West Main Street
Pensacola, FL 32502

850-435-1629
850-377-1301 (c)
rmclellan@cityofpensacola.com

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION

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e

Name	Tamara Fountain	Employee#	004882
Department	Office of the Mayor	Present Class	Chief Operations Officer
Home Dept	001-000107	Effect Date/Time	08/14/2014
Address Chg		Cost Distribution Change	Suspension
Demotion	LWOP	Promotion	Transfer
Ed Incentive	Military Lv	Shift Diff	457 Def Comp
FMLA-LWOP	Military LWOP	Special Duty	Other X
Fld Trg	Name Change	Appt. of OPS (EPS) to Budgeted Position	

Bi-Weekly Payroll

Job Code/Title	From	Chief Operations Officer 1209-001	To	Chief Operations Officer 1209-001
Range	From	N/R	To	N/R
Hourly Rate	From	48.08	To	48.08
Bi-Weekly	From	3,846.40	To	3,846.40
Fire OT Adj	From		To	
Annual	From	100,006.40	To	100,006.40

Remarks:

For the additional duties that the Mayor has assigned due to the vacancy of the City Administrator, the Mayor has authorized an additional \$700 per week payment which will be charged to 001-000200.

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
FTP/FTPF Field Trg	From		To	
CP, CPL, CPM	From		To	
EIF/EIP Ed Inc	From		To	
Sp10, Sp15, Sp20	From		To	

Remarks:

Dept. Director/Administrator Date

Edward J. Dixon 9-26-14

Human Resources Administrator Date

Mayor/Designee (when applicable) Date

[Signature] 9/26/14

Human Resources Reviewer Date

Ar 9/26/14

MEMORADUM

To: Dick Barker, Jr., Interim City Administrator

From: Edward Sisson, Human Resources Administrator

Date: September 17, 2014

RE: Reclassification of Tamara Fountain

Per the memo issued by the Mayor on August 14, 2014, our City Administrator, Colleen Castille resigned from her position effective September 3, 2014. As a result of her resignation, management took the opportunity to restructure the overly large role of one person as City Administrator, and divide the responsibilities over the three classifications of Assistant City Administrator, City Administrator, and Chief Operations Officer.

The Chief Operating Officer classification is to be filled by Ms. Fountain effective August 14, 2014.

Ms. Fountain's salary is remain unchanged currently until the management team reorganization has been completed at which time Human Resources may recommend adjusting her salary based on the increase in authority, job responsibilities, and scope of duties.

The Human Resources Office is in support of this reclassification.

Please feel free to contact me should you have any questions regarding this recommendation.

Cc: Tamara Fountain, Chief Operations Officer
Eric Olson, Assistant City Administrator

**THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION**

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Name	Tamara W. Fountain	Employee#	004882
Department	Communications	Present Class	Communications Administrator
Home Dept	001-000107	Effect Date/Time	8/14/2014

Address Chg	Years of Service	Cost Distribution Change	Suspension
Demotion	LWOP	Promotion	Transfer
Ed Incentive	Military Lv	Shift Diff	457 Def Comp
EMIA-LWOP	Military LWOP	Special Duty	Other X
Fld Trg	Name Change	Appt. of OPS (EPS) to Budgeted Position	

Bi-Weekly Payroll

Job Code/Title	From	1203-001/Communications Administrator	To	1209-001/Chief Operations Officer
Range	From	C-04	To	N/R
Hourly Rate	From	\$48.08	To	\$48.08
Bi-Weekly	From	\$3846.40	To	\$3846.40
Fire OT Adj	From		To	
Annual	From	\$100,006.40	To	\$100,006.40

Remarks: Title & Range change only from 1203-001/Communications Administrator (C-04) to 1209-001/Chief Operations Officer (N/R) NO CHANGE IN PAY

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
EIP/ETPF Field Trg	From		To	
CP CPI CPM	From		To	
EIF/EIP Ed Inc	From		To	
Sp10/Sp15/Sp20	From		To	

Remarks:

Dept. Director/Administrator Date

Mayor/Designee (when applicable) Date

Edward J. Lizon 8-29-14

[Signature] 8/26/14
[Signature] 8/28/14

Human Resources Administrator Date

Human Resources Reviewer Date

MEMO

TO: *Tamara W. Fountain*

FROM: Ashton J. Hayward, III, Mayor *AH*

DATE: August 14, 2014

SUBJECT: Notification of Employee Contract Change

Addendum to Contract

Your employee contract is hereby amended to read:

Effective August 14, 2014, the title for Tamara W. Fountain has been changed from Communications Administrator to Chief Operations Officer.

All other provisions in your contract will remain in full force and effect. Any sections of the administrative contract that should be found to be in conflict with this amendment are hereby declared null and void.

This addendum will be attached to your original contract, which is on file in the Human Resource Office.

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REQUEST FOR BUDGET TRANSFER

DEPARTMENT	ACTIVITY
Mayor	

TRANSFER TO: SEE BELOW

Account No.

Amount

TRANSFER FROM: SEE BELOW

Account No.

Amount

JUSTIFICATION OF REQUEST (Be Specific)

Change title of one (1) Communications Administrator (C-04 PCN #1203-001) to Chief Operations Officer (N/R PCN #1209-001); 08/14/14.

BUDGET COMMENTS: (Budget Office)

APPROVED

DISAPPROVED

DATE: _____

8/19/14
DATE


INTERIM CITY ADMINISTRATOR

APPROVED: _____
DEPARTMENT

Submit One (1) copy to Budget Office.

RECOMMENDATION FOR PERSONNEL ACTION

Name	Tamara Fountain	Employee#	004882
Department	Mayor/Communication	Present Class	Communications Administrator
Home Dept	001-000107	Effect Date/Time	01/01/2014

Address Chg		Years of Service		Cost Distribution Change		Suspension	
Demotion		LWOP		Promotion		Transfer	
Ed Incentive		Military Lv		Shift Diff		457 Def Comp	
FMLA-LWOP		Military LWOP		Special Duty		Other	X
Fld Trg		Name Change		Annual Increment			

Bi-Weekly Payroll

Job Code/Title	From	1203-001 - Communications Administrator	To	1203-001 - Communications Administrator
Range	From	C-04	To	C-04
Hourly Rate	From	40.86	To	48.08
Bi-Weekly	From	3,268.80	To	3,846.40
Fire OT Adj	From		To	
Annual	From	84,988.80	To	100,006.40

Remarks:

Increase pay to \$100,006.40

PREMIUM PAY

NSD shift Diff	From		To	
SDP/SDPF Spec Duty	From		To	
FTP/FTPF Field Trg	From		To	
CP, CPI, CPM	From		To	
EIF/EIP Ed Inc	From		To	
Sp10, Sp15, Sp20	From		To	

Remarks:

Dept. Director/Administrator Date

Edward J. Dixon 3-11-14

Human Resources Administrator Date

Revised 10/2011

Mayor/Designee (when applicable) Date

Dr 3/11/14

Human Resources Reviewer Date

3/7/14

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION
APPOINTMENT

Effective Date	7/1/2013
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Non-classified	Contractual	<input checked="" type="checkbox"/>
Extra Personal Services (Temp) Duration of employment must be specified:	Elected or Appointed	
Extra Personal Services (Permanent)		

Name (as shown on SS card)	TAMARA WHITE FOUNTAIN	SS#	[REDACTED]	Employee #	004882		
Date of Birth	[REDACTED]	Marital Status	M	Race	W	Sex	F
Mailing Address	[REDACTED]						
City	[REDACTED]	State	[REDACTED]	Zip	[REDACTED]		
Dept/Activity	COMMUNICATIONS	Home Dept #	001.000107				
Job Code/Title	COMMUNICATIONS ADMINISTRATOR	Range	C-04				
Hourly Rate	\$40.86	Bi-Weekly	\$3,268.80	Annual Salary	\$84,988.80		

Pension

FRS	<input checked="" type="checkbox"/>	Fire		Police	
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Deferred Compensation Plans

Social Security	<input checked="" type="checkbox"/>	457 Social Security Replacement
FRS 457 Deferred Compensation	<input checked="" type="checkbox"/>	457 OBRA Extra Personal Services

Prior City Service

Department		Dates	
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(INFORMATION BELOW NECESSARY FOR DEPENDENT LIFE AND SURVIVOR DISABILITY)

Spouse

Name	[REDACTED]	Date of Birth	[REDACTED]	Marriage Date	
------	------------	---------------	------------	---------------	--

Children:

Name	Birth Date
[REDACTED]	[REDACTED]

pen #
1203-001

Dept. Director/Administrator Date

Mayor/Designee (when applicable) Date

Sherr Kuehn 7/15/13
Human Resources Administrator Date
Revised 12/2011

[Signature] 7/15/13
Human Resources Reviewer Date

Sherrer Kuchera

From: Laura Picklap
Sent: Monday, July 15, 2013 10:44 AM
To: Sherrer Kuchera
Cc: Dick Barker Jr; Cheryl Jackson
Subject: Account for Personal Action

I have set up account 001.512.0001.000107.911*.119152 for Tamera Fountain.

Laura Picklap, CPA
Accounting Services Manager

City of Pensacola
222 W. Main Street Pensacola, Florida
Phone (850) 435-1822 Fax (850) 435-1700



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

Payroll Calculator

Annual Salary Conversion to Hourly Rate

Step 1: Insert annual salary in cell.

Step 2: Annual salary is converted to hourly rate and tested against annual salary input.

USER FIELDS A9 - F14

1. Insert Annual Salary
85,000.00

Hourly	Biweekly	Annual Salary
40.87	3269.23	
40.87	3269.60	85,009.60
40.88	3268.80	84,988.80

*Cannot exceed annual salary of agreement. Hourly rate will still need to be tested for maximum of range for both civil service and contract. Use appropriate payroll calculator.



Tracy Walsh

Class Post Admin Benefits Reports CandidateTrack Tests Requisitions List

My HR

View/Edit Requisition

[Referred List Columns/Sort](#) [Referred List Columns/Sort \(OHC\)](#) [Elig. List Type Sort Edit](#)

Class Title: **Communications Administrator**
 Class Code: **1203**
 Creator: Walsh, Tracy

* Required

Desired Start Date:

* Requisition #: 00206
 Working Title: Communications Administrator
 Vacancies: 1
 * Department: Office of the Mayor
 Division:

* Hiring Managers: Kuchera, Sherrer
 Job Term: Full time
 List Type:

Position Type: New Position

Position Control:	Position #	First Name	Last Name	Vacancy Date
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Skills:

Comments: PCN 1203-001, Mayor requests to hire Tamara Fountain as Communications Administrator.

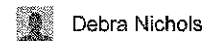
Approval 1: Finance Approver				Must approve before next approval
- Barker, Richard				
- McLellan, Yvette				
Approval 2: HR Approver				Must approve before next approval
- Walsh, Tracy				
Approval 3: HR Administrator				Must approve before next approval
- Kuchera, Sherrer				
Approval 4: Clinic				Must approve before next approval
- Wilson, Kristy				
- Maruschak, Jill				
Approval 5: Archiver				Final approval
- Nichols, Debra				

Attachments: [Add New](#)

Attachment Title	Date Uploaded	File Name	Action
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Debra Nichols

Post Approvals Admin

Approval History

Communications Administrator 00206

Action Date	Approver	Phone	Approve/Deny	Returned To	Phone
07/11/13 03:32 PM	Barker, Richard	850-435-1823	Approved	N/A	N/A
07/11/13 03:34 PM	Walsh, Tracy	850-435-1662	Approved	N/A	N/A
07/12/13 09:02 AM	Kuchera, Sherrer	850-435-1727	Approved	N/A	N/A
08/16/13 08:56 AM	Wilson, Kristy	850-435-1726	Approved	N/A	N/A
08/16/13 08:59 AM	Nichols, Debra	850-435-1660	Approved	N/A	N/A
Tamara Fountain					

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EMPLOYMENT AGREEMENT

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

THIS AGREEMENT, made and entered into this 1st day of July, 2013, by and between the Mayor of the City of Pensacola, Florida, hereinafter referred to as "Mayor", and **Tamara W. Fountain** hereinafter referred to as "The Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor desires to employ the services of **Tamara W. Fountain** 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 **Communications Administrator** 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 **Tamara W. Fountain** 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 July 1, 2013 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 professional non-civil service 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 pay The Employee whose contract is being terminated 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 in exchange for executing 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. Severance pay is calculated by dividing 90 days by 360 and then multiplying that amount by The Employee's annual salary. 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.

SECTION 7. Indemnification and Bonding

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the course and scope of Employee's duties as **Communications Administrator** or resulting from the exercise of judgment or discretion in the course and scope of program duties or responsibilities as decided by the Mayor pursuant to the current City of Pensacola errors and omissions/breach of duty or employment practices violation insurance policy.

SECTION 8. Conflict of Interest

Employee understands, acknowledges, and agrees that employee is bound by all the terms and conditions of both the State and City Code of Ethics including, but not limited to those regulating conflicts of interest and confidentiality.

SECTION 9. Confidentiality

Employee understands, acknowledges and agrees that employee occupies a confidential relationship with the office of the Mayor; further, any unauthorized disclosure of confidential information of whatever kind to whatever recipient shall be a separate and distinct ground for termination at the will of the Mayor.

IN WITNESS WHEREOF, the Mayor of the City of Pensacola, Florida, and The Employee have signed and executed the Employee Agreement, in duplicate, this July 1, 2013.

Attest:

Tricha L. Bennett
City Clerk

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

Tamara W. Fountain
Tamara W. Fountain

Witness:

Shawn Kuehna

(Seal)

5

PENSACOLA

Technology Resources Policy

By signing below, I agree to the following terms:

- (i) I have received and read a copy of the City of Pensacola Technology Resources Acceptable Use Policy and understand and agree to the same;
- (ii) I understand and agree that any software and hardware devices provided to me by the City remain the property of the City;
- (iii) I understand and agree I am not to modify, alter, or upgrade any software programs or hardware devices provided to me by the City of Pensacola without the permission of the Technology Resources Division;
- (iv) I understand and agree that, if I leave the City for any reason, I shall immediately return to the City the original and copies of any and all software, computer materials, or computer equipment that I may have received from the City that is either in my possession or otherwise directly or indirectly under my control;
- (v) I understand and agree I must make reasonable efforts to protect all City provided software and hardware devices from theft and physical damage.

Tamara W. Fountain

Employee Signature

Tamara W. Fountain

Employee Printed Name

Communications / Office of the Mayor

Employee Department/Division

6.13.13

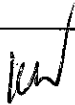
Date

Position: Communications Administrator
Department: Office of the Mayor

CITY OF PENSACOLA
MEDICAL QUALIFICATION NOTICE

Tamara Fountain has passed her employment examination for employment with the City of Pensacola.

Comment:



Signed: Ramon Ryan, M.D./ Kristy Wilson, R.N.

Date: 8/19/2013

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WORKERS' COMPENSATION POLICY ACKNOWLEDGEMENT FORM

This form acknowledges the receipt and understanding of the Drug Free Workplace Policy. Our Department is a drug-free workplace for the benefit of all employees, customers and the business entity. State law provides for the possible denial of workers' compensation benefits for employees' who are injured while working and subsequently test positive. The use of illegal drugs will not be tolerated or subsidized.

The following drugs are among those that may be tested under our Drug Free Workplace Policy:

Amphetamines	Barbiturates
Cannabinoids	Benzodiazepines
Cocaine	Methadone
Opiates	Propoxyphene
Phencyclidine	

There are multiple sub-families of individual drugs under the D.H.H.S. requirements. These are known by many names. As adults we all know it is ill-advised for anyone to take pills or medication that have not been prescribed by a physician. Improper use of prescription medication can place you in a position of forfeiting your job, workers' compensation benefits and unemployment benefits as well.

Do not misuse prescribed, non-prescribed or over-the-counter medication; do not use illegal drugs or misuse alcohol. The Company has a written policy on drug abuse. It is posted and available to you to read, understand and follow. It is your responsibility to know the provisions of this policy.

SUMMARY STATEMENT:

The State workers' compensation laws and administrative rules are published and are available in public libraries. Employees can write to the State Department of Financial Services, Division of Workers' Compensation for detailed information.

EMPLOYEE

Jamarau Dountain

DATE

7/10/2013

5

DRUG TESTING CONSENT, RELEASE AND ACKNOWLEDGEMENT OF UNDERSTANDING

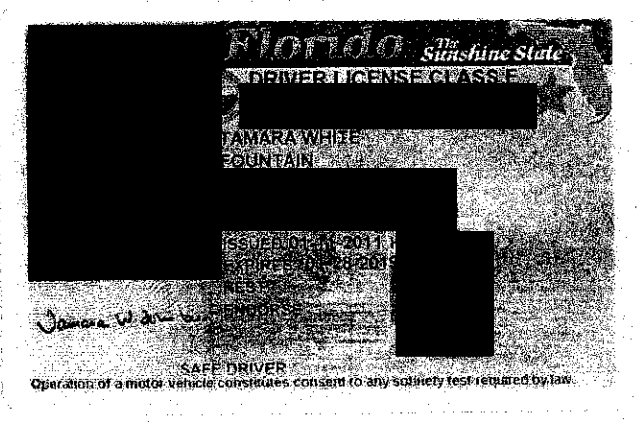
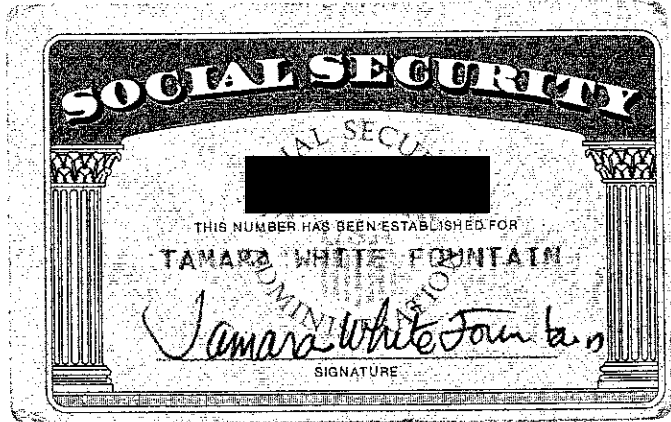
I hereby consent to submit to urinalysis and/or other tests as shall be determined thereof by the company as a condition of employment and for the purpose of determining specific drug content. I agree that a D.H.H.S. and (state where required) certified lab may collect these specimens for these tests and may use them or forward them to a testing laboratory designated by the Company for analysis.

I further agree to have these results reviewed by a Medical Review Officer. I hereby release to the company, the results of the test(s) to which I have consented. I further authorize the company to discuss the results with medical/personnel collecting the Specimen, the testing facility, it's directors, officers, agents, and employees responsible for administering the aforementioned test(s) or evaluating the results thereof and any of them herein and to use the test results in conjunction with employment actions, professional licensing procedures, and as a defense to any legal action to which I am party. I release any testing facility or any physicians who have tested me from any liability arising from a release of any and all results, written reports, medical records, and data concerning my test(s) to the appropriate company officials or government agencies. I agree that a reproduced copy of this form shall have the same effect as the original.

I understand the company's Drug Abuse and Drug Testing Policy and consent to the terms set forth in the policy. I further acknowledge that the policy has been posted in an appropriate place on the company's premises and copies are available for inspection during regular business hours. I acknowledge that I have read this policy and fully understand that the company can establish other work rules related to possession, use, sale or solicitation of drugs, including policies concerning arrests or convictions for drug or alcohol-related offenses, and can suspend, or terminate, or deny employment for such conduct.

I have carefully read the foregoing and fully understand its contents. I agree that my signing of this Consent, Release and Acknowledgement of Understanding form is voluntary and that I have not been coerced into signing this document.

Signature Tamara W. Fountain Date 7/10/2013
Printed name Tamara W. Fountain



**PLEASE SIGN THE FOLLOWING ACKNOWLEDGEMENT
RETURN TO EMPLOYEE SERVICES
THIS WILL BE PLACED IN YOUR PERSONNEL FILE**

**City of Pensacola
Vehicle Use Agreement**

I acknowledge that I have received a copy of the Vehicle Use Policy and that I have read the policy and understand my rights, responsibilities and agree to abide by the provisions contained therein. I understand that any special circumstance requiring deviation from this policy must be requested in writing and approved by the City Manager, Assistant City Manager or Department Director before making such deviation.

Tamara W. Fountain

PRINT NAME: Authorized Employee Driver

Tamara W. Fountain

SIGNATURE: Authorized Employee Driver

7 - 19 - 2013

Date

5

CITY OF PENSACOLA GENERAL OPERATING GUIDELINES INJURY REPORTING
--

I have read and understand to General operating guidelines for injury reporting for the City of Pensacola

Signature: Tamara W. Fountain

Date: 7-19-2013

Name (Print) Tamara W. Fountain

Department: Office of the Mayor

Policy on Prohibited Employment Harassment and /or Discrimination

The City of Pensacola is committed to providing a work environment free from all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age disability, marital status, veterans status or any other legally - protected status. With regard to sexual harassment, no one – either male or female – should be subjected to unsolicited and unwelcome sexual overtones, comments, or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Rather, it refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which interferes with work effectiveness ore personal comfort. Any questions regarding this policy should be addressed to the **Human Resources Director**.

You are expected to refrain from improper discriminatory or harassing conduct. Likewise, any incidence of discrimination or harassment, sexual or otherwise, should be promptly reported to your **Department Director**. If you are uncomfortable discussing the matter with your Department Director you may skip this step and make a report directly to the **Human Resources Director or designee**. All claims will be investigated promptly, thoroughly, and impartially, and appropriate corrective action will be taken where it is determined that discrimination or harassment has occurred. Employees who make good faith complaints of discrimination or harassment will be protected against retaliation. Confidentiality will be protected to the extent possible.

Please sign below that you have received and agreed to abide by this important policy. Never hesitate to speak to Human Resources Staff about questions or concerns. You are an important person in our organization.

I have reviewed the policy concerning discrimination and harassment and agree to abide by the policy. I will immediately report any and all incidents of discrimination or harassment as outlined in the policy, regardless of whether I am the person being discriminated against or harassed or have witnessed such conduct toward another employee.

Tamara W. Fountain

Employee Signature

7-19-2013

Date

Tamara W. Fountain

Print Your Name

OATH

I, Tamara W. Fountain, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Pensacola and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

x Tamara W. Fountain
Employee Signature

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me on this the 19th day of
July, 2013, Tamara Fountain who is Personally Known to me _____

OR Produced Identification (Type of Identification Produced
Driver License).

NOTARY PUBLIC

Signature: Tracy Walsh
Print: Tracy Walsh
State of Florida at Large

SEAL





www.lix.com
(800) 683-8553

DRIVER RECORD SERVICE REPORT FOR FLORIDA

304240774

REPORT DATE	REQUESTOR	ACCT#	SEQUENCE#	BILL CODE	PAGE
07/10/2013	TKW	109792	573778950	000	1

LICENSEE NAME/ADDRESS	LICENSE NUMBER	LICENSE CLASS	STATUS
TAMARA WHITE FOUNTAIN [REDACTED]	[REDACTED]	E	ELIGIBL
ISSUED	EXPIRES	DRIVER DESCRIPTION	
01/11/2011	01/28/2019	Gender: F Height: 5'05	

REPORT PREPARED FOR	COMMENT
CITY OF PENSACOLA, HUMAN RESOURCES PO BOX 12910 PENSACOLA, FL 32521-0001	

This report is generated for employment purposes only and may not be used for any other purpose. The use and dissemination of the report and information in it must comply with your iiX agreement and the Fair Credit Reporting Act, the Driver's Privacy Protection Act, and any applicable state statute(s). The data in the report from the applicable state agency or service bureau is provided through iiX "as is."

MISCELLANEOUS AND STATE SPECIFIC INFORMATION

REQUESTED AS: TAMARA WHITE FOUNTAIN DOB: [REDACTED] LICENSE: [REDACTED]
 PERS:01: ELIGIBLE ELIGIBL E 0111201101282019
 LIC CLASS: E DESC: OPERATOR
 LIC STATUS: ELIGIBLE
 LIC ISSUED: 01/11/2011
 LIC EXPIRES: 01/28/2019
 EXAMS TAKEN, VISION=1 RD SIGN=1 RD RULES=3 DRIVE=1 MC RULES=0 MC SKILL=0
 ORIGINAL ISSUE DATE: 08/20/85
 NO ENTRY WITHIN THE PAST 7 YEARS AGAINST RECORD IN ABOVE NAME
 ** BLOCK PERSONAL INFORMATION **
 ** BLOCK FOR MAILING LIST **
 ** THIS PERSON HAS A DIGITAL IMAGE **
 ** THIS PERSON HAS A REAL ID **
 NOTE Request match analysis: dl=Y, ln=Y, fn=Y, dob=Y

DRIVING RECORD HISTORY

TYPE	VIOL/SUS	CONV/REI	DESCRIPTION	CODE	POINTS	SVC	SCORE
** CLEAR RECORD **							

If you are an iiX Customer, and have
 iiX
 1716 Briarcrest Dr Ste 200
 Bryan, TX 77802
 Telephone: 1-800-683-8553

Refer Consumer to:
 iiX-FCRA
 1716 Briarcrest Dr Ste 200
 Bryan, TX, TX 77802
 Telephone: 1-866-560-7015

*** END OF REPORT ***



www.iiX.com
(800) 683-8553

Criminal SuperSearch Results

573778952

REPORT DATE	REQUESTOR	ACOT#	SEQUENCE#	REPORT ID	BILL CODE	PAGE
07/10/2013	TKW	109792	573778952	H710201317929211	000	1

REQUESTED SUBJECT NAME	SSN	DATE OF BIRTH
TAMARA W. FOUNTAIN		

REPORT PREPARED FOR	COMMENT
CITY OF PENSACOLA, HUMAN RESOURCES PO BOX 12910 PENSACOLA, FL 32521-0001	

This report has been generated for employment purposes only, and may be used solely as a factor in evaluating the named individual for employment, promotion, reassignment or retention as an employee and not for any other purpose. The use and dissemination of this report and the information contained therein must be in accordance with your agreement with iiX and in compliance with the Fair Credit Reporting Act and any applicable federal or state statutes. iiX does not warrant or guarantee the accuracy or completeness of the information provided. A validated SSN only indicates that it has been verified against information provided by the Social Security Administration. It does not verify that the SSN belongs to the subject of the search. Proper use of this report and final verification of the named individual's identity is the user's sole responsibility.

A search of our database yields no records for the subject.

If you are an iiX Customer, and have questions contact:

iiX
1716 Briarcrest Dr Ste 200
Bryan, TX 77802
Telephone: 1-800-683-8553

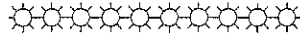
Refer Consumer to:

IntelliCorp Records Inc. - An ISO Company
3000 Auburn Drive, Suite 410
Beachwood, OH 44122
Telephone: 1-216-450-5200

*** END OF REPORT ***

EMPLOYEE QUESTIONNAIRE

In order to keep current and accurate employee information, we would like each employee to complete the following questionnaire.



Name Tamar W. Fountain

Address [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED] County [REDACTED]

Social Security# [REDACTED] Sex F Nickname None

Date of Birth [REDACTED] Race W

Classification Title _____

Department Office of Mayor Division Communications Administrator

Highest Grade Completed (please circle one) 1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 (16+)

Tamar W. Fountain
Employee Signature

7.22.2013
Date

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**CITY OF PENSACOLA
NEW EMPLOYEE ORIENTATION PROGRAM
INVENTORY SHEET**

- I. Civil Service
 - a. Civil Service Act Handbook
- II. Employee Information
 - a. Employee Handbook
 - b. Drug and Alcohol Policy
 - c. Harassment / Discrimination Policy
 - d. Vehicle Use Policy
 - e. City Council information
- III. Human Resource Information
 - a. Safety in the workplace
 - i. Worker's Compensation Memorandum
 - b. City Clinic
- IV. Employee Benefit Information
 - a. Leave
 - i. PTO
 - ii. Leave Sharing
 - iii. Anniversary Day
 - iv. Holidays
 - b. Insurance
 - c. Flexible Benefit Plan
 - d. Retirement Health Savings Plan
- V. New Employee Forms/Cards/Brochures
 - a. W-4
 - b. Employee Questionnaire
 - c. Outside Employment Form
 - d. United Way
 - e. Employee Identification Form
- VI. Retirement Information
 - a. TROWE Price
 - b. Nationwide Retirement Solutions
 - c. Deferred Compensation Plans
 - i. Social Security Replacement Plan (Police)
 - ii. Deferred Compensation Plan - Voluntary (FRS Members, Cadets, and Fire only)
 - d. Defined Benefit Plans
 - i. Florida Retirement System (FRS)
 - ii. Police Officers Retirement Fund (sworn officers only)
 - iii. Firemen's Relief and Pension Fund (uniformed fire only)

I hereby acknowledge that the above information was explained to me as part of the New Employee Orientation Program and was included in my New Employee Orientation Packet that has been provided to me upon my employment with the City of Pensacola.

Jamara W. Fountain
Employee Signature

7.22.2013
Date

CITY OF PENSACOLA
IDENTIFICATION CARD INFORMATION

(PLEASE PRINT)

EMPLOYEE NAME: Tamara W. Fountain
SOCIAL SECURITY #: [REDACTED]
EMPLOYMENT DATE: 7.1.2013
DEPARTMENT: Office of Mayor

PERSON TO NOTIFY IN CASE OF EMERGENCY

PRIMARY CONTACT:
NAME: [REDACTED]
RELATIONSHIP: Husband
ADDRESS: [REDACTED]
CITY, STATE, ZIP CODE: [REDACTED]
PHONE #: [REDACTED] (HOME)
[REDACTED] (WORK)
[REDACTED] (CELL)

OTHER CONTACT:
NAME: NONE
RELATIONSHIP: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
PHONE #: _____ (HOME)
_____ (WORK)
_____ (CELL)