


MEMO

TO: *William D. Wells Jr.*

FROM: Eric Olson, City Administrator 

DATE: April 26, 2018

SUBJECT: Notification of Employee Contract Change

Addendum to Contract


Your employee contract is hereby amended to read:

Effective April 26, 2018, the title for *William D. Wells Jr.* has been changed from Assistant City Attorney to Contract & Lease Counsel.

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 Division.

MEMO

TO: *William D. Wells Jr.*
FROM: Eric Olson, City Administrator 
DATE: March 26, 2018
SUBJECT: Notification of Employee Contract Change

Addendum to Contract

Your employee contract is hereby amended to read:

Effective March 26, 2018, the title for *William D. Wells Jr.* has been changed from Special Assistant to City Administrator to Assistant City Attorney.

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 Division.

EMPLOYMENT AGREEMENT

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

THIS AGREEMENT, made and entered into this 4th day of January 2016 by and between the Mayor of the City of Pensacola, Florida, hereinafter referred to as "Mayor", and **WILLIAM D. WELLS, JR.**, hereinafter referred to as "The Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the City, by and through the Mayor of the City ("the Mayor") desires to employ the services of **WILLIAM D. WELLS, JR.**; and

WHEREAS, it is the desire of the City 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 City to (1) secure and retain the services of The Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring 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 Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Mayor may desire to otherwise terminate his employment; and

WHEREAS, The Employee desires to accept employment as **SPECIAL ASSISTANT TO THE CITY 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 **WILLIAM D. WELLS, JR.** to perform such duties and functions as specified from time to time by the Mayor. This contract shall supersede the provisions of any prior contracts between the employee and the City.

SECTION 2. Term and Removal. This contract shall commence on January 4, 2016 and remain in effect until termination by Mayor or voluntary 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 Section 6 as stated herein. Either party shall construe this contractual employment relationship as one that is terminable at will.

SECTION 3. Salary and Retirement Program.

A. The salary range for The Employee shall be that as set forth in the Administrative Pay Plan in the City's established Pay Scale for all 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. Employment provisions of the Fair Labor Standards Act (FLSA) shall prevail for The Employee.

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. The Employee has informed the City of the professional services provided to and for the Community Action Program Committee, Inc, and will be permitted to

continue these services provided that the activities do not conflict with the responsibilities assumed by his City position.

B. All provisions of the City Code and regulations and rules of the 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. 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 a 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 the SFMLA account upon leaving City employment. Leave balances upon separation will only be payable up to the limits outlined above and only to those who separate from City employment in good standing.

SECTION 6. Termination, Notice and Severance Pay

A. Unless The Employee is terminated for misconduct as described in Section 6B below, in the event the Mayor decides to exercise the Mayor's right to terminate The Employee, the City agrees to give The Employee 30 days' advance notice of the termination decision to the extent practical under the circumstances. In the Mayor's sole discretion, The Employee may additionally be offered a lump sum cash payment of 30 days' base salary in return for The Employee's resignation and agreement of release to forego litigation related to employment with the City of Pensacola.

B. If The Employee is terminated because of misconduct, to include but not be limited to violation of the City's ethics and/or standards of conduct policies, or conviction in the trial court of any felony or any employment related misdemeanor of the first degree, then the Mayor has no obligation to give advance notice of the employment termination or to pay the severance as described above in subsection A of Section 6.

C. In the event The Employee voluntarily resigns The Employee's position with the City, The Employee shall give the Mayor a minimum of thirty (30) days' notice in advance to the extent practical under the circumstances. The parties may mutually agree to a lesser period of time. After the Mayor has received the thirty (30) days' notice from The Employee, or if the parties have agreed upon a lesser period of time, and if Mayor desires to subsequently terminate The Employee prior to expiration of the time period, The Employee shall be paid for the balance of the period unless the earlier termination is prompted by The Employee's misconduct. In the Mayor's sole discretion, The Employee may be offered an additional lump sum cash payment of 30 days' base salary in return for an agreement of release to forego litigation related to employment with the City of Pensacola.

IN WITNESS WHEREOF, the Mayor of the City of Pensacola, Florida and The Employee have signed and executed this Employment Agreement in duplicate this January 5, 2016.

Attest:

Pricha L. Burnett
City Clerk

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

Witness:

Nancy Wells

William D. Wells, Jr.
WILLIAM D. WELLS, JR.

(SEAL)