

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/06/2015

Contract/Lease Control #: C15-2268-HR

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: COUNTY ADMINISTRATOR/JOHN HOFSTAD

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/16/2014

Term: INDEFINITE

Description of  
Contract/Lease: EMPLOYMENT AGREEMENT

Department: HR

Department Monitor: GODWIN

Monitor's Telephone #: 850-689-5780

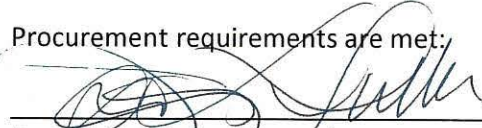
Monitor's FAX # or E-mail: KGODWIN@CO.OKALOOSA.FL.US


Closed: \_\_\_\_\_

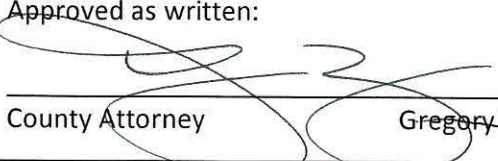
cc: Finance Department Contracts & Grants Office

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>1110-14</u>
Contractor/Lessee Name: <u>John Hofstad</u>	Grant Funded: YES _____ NO <u>X</u>
Purpose: <u>Contract - Interim County Administrator</u>	
Date/Term: <u>10/2/14 -</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$124,934.40</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>HR/BCC</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Godwin</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
	Date: <u>9-18-14</u>
Purchasing Director or Designee	Joanne Kublik

<b>Risk Management Review</b>	
Approved as written:	
	Date: <u>9-18-14</u>
Risk Manager or designee	Kay Godwin or Krystal King

<b>County Attorney Review</b>	
Approved as written:	
	Date: <u>9/22/14</u>
County Attorney	Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of December, 2014, by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of Commissioners, hereinafter referred to as "County" and JOHN HOFSTAD, hereinafter referred to as "Employee".

**WITNESSETH:**

**WHEREAS**, County desires to employ the services of John Hofstad as County Administrator of Okaloosa County as provided by Okaloosa County Ordinance No. 93-17 and Chapter 125, Florida Statutes, and to provide for compensation, employee benefits and to establish the condition of said employment; and

**WHEREAS**, it is the desire of County to:

1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment; and
2. To establish the terms for such employment and the benefits to be received for the services to be provided by the Employee; and
3. To establish the conditions for the termination of the Employee's services.

**WHEREAS**, Employee desires to accept employment as County Administrator of said County under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the sufficiency of which are acknowledged by both parties, County and the Employee do agree as follows:

1. DUTIES

The County hereby agrees to employ said Employee and the Employee hereby accepts employment as County Administrator of Okaloosa County (formerly County Manager) to perform the functions and duties specified in Ordinance No. 93-17, Chapter 125, Florida Statutes, and such other legal and proper duties and functions as the Board of County Commissioners shall, from time to time, assign.

2. TERM

A. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of the County to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A, B and C of this Agreement and Ordinance No. 93-17.

B. Nothing in this Agreement shall limit, prevent or otherwise interfere with the right of Employee to resign at any time from his position with the County, subject only to the provision set forth in Section 3, paragraph C of this Agreement.

C. Employee agrees to remain in the exclusive employ of the County, and shall neither accept nor become employed by any other employer. The term employed shall not be construed to include occasional teaching, writing or other jobs performed on Employee's time off as long as it does not conflict with County employment, provided that such activity shall be approved by the Board of County Commissioners prior to commencing such activities.

3. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Board of County Commissioners without cause, and during such time the Employee is willing and able to perform the duties of County Administrator, then, in that event, the County agrees to pay the Employee, within sixty (60) days of the effective date of the termination, a lump sum cash payment that is equal to his then current three (3) months aggregate base salary, less any mandatory withholding as required by law (the "Severance"). Such termination shall be designated as "Termination for Convenience." In the event Employee is terminated because of his arrest or conviction for any felony or for any crime involving fraud, theft or moral turpitude, then, in that event, County shall have no obligation to pay the Severance designated in this paragraph. Such termination under those circumstances shall be designated as "Termination for Cause."

B. In the event County, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all County employees; or, in the event County refuses, following written notice, to comply with any other provisions benefiting the Employee herein, then, Employee may, at his option, be deemed to be terminated at the date of such action and such action shall be deemed a Termination for Convenience" and the provision of paragraph A shall take effect.

C. In the event Employee voluntarily resigns his position with County, then Employee shall not be eligible for termination and severance pay and shall give County at least sixty (60) days notice in advance unless waived at the sole discretion of the Board of County Commissioners.

4. SALARY

A. County agrees to pay Employee for services rendered pursuant to an annual base salary of \$137,009.60, which shall be payable in equal installments at the same time as other employees of County are paid, said salary to commence upon first full day of the next pay period following the approval of this Agreement by the Board. The County shall provide the Employee with a vehicle for the performance of official business on behalf of the County which shall be allowed to be fueled and maintained by the County.

B. As a condition of employment, Employee shall maintain a residence in Okaloosa County.

C. Employee shall receive a cost of living increase or market adjustment increase at the time and in the amount received by other County employees, if one is given. On each annual anniversary date of Employee's employment with County, Employee shall be given an annual performance evaluation by all Commissioners, and based on a composite score arrived at by averaging the ratings of all Commissioners, Employee shall receive a performance increase at the time and in the amount received by other County employees, if one is given.

5. HOURS OF WORK

It is recognized that Employee will frequently work more than forty (40) hours per week and will often devote a great deal of his time outside normal office hours to business of the County and, to that end, Employee will be allowed to set his own office hours, provided that the business of the County shall take priority and that the work schedule maintained by Employee shall have no adverse effect upon County operations. Nothing herein shall be construed to require the payment to Employee of overtime or compensatory time.

6. PROFESSIONAL DEVELOPMENT

A. County agrees to budget and pay the professional dues, certifications and subscriptions of Employee necessary for his continuation and full participation in national, state and local professional organizations necessary and desirable for his continued professional participation and growth and for the good of the County.

B. County, in its sole discretion, agrees to budget annually a sum sufficient to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to pursue official functions of the County. All out of state travel shall be subject to the prior approval of the Board and may include short courses and seminars.

7. RETIREMENT, VACATION AND SICK LEAVE

A. Employee shall accrue annual leave and sick leave each month in accordance with the same policies and provisions that are applicable to all other employees of the County. All provisions of law, and the regulations, rules and policies of County relating to holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they do to other employees of the County, in addition to said benefits enumerated herein specifically for the benefit of Employee.

B. Employee shall be eligible for participation in the Florida Retirement System in accordance with the provision of law and the regulations, rules and policies of the County.

C. Upon termination, resignation, or retirement, whether voluntary or involuntary, County shall compensate Employee for vacation and sick leave in accordance with the then prevailing County policy.

8. INSURANCE COVERAGE

A. County shall provide health, dental and other group insurance coverage for Employee under the same policies that County provides said insurance for other County employees. Further, in addition to any insurance policies obtained by the Employee through the County's group insurance coverage, the County shall reimburse the Employee the actual cost of premiums paid by the Employee for a term life insurance policy not to exceed the amount of \$200,000 and the total annual obligation of the County for reimbursement of these premiums shall not exceed \$750.00 per year. Such obligation to reimburse the premiums shall exist as long as the Employee holds the position of County Administrator.

B. County shall furnish and provide Employee with insurance protection, including comprehensive general liability, errors and omissions coverage, and public official liability applicable to all acts of Employee arising out of his employment which shall be similar to what other governmental jurisdictions provide for this type coverage. In addition, County agrees to pay for the costs of defense of Employee arising out of any suits connected with his employment and any settlement thereof, unless it is found that Employee was acting in gross negligence, bad faith or with malicious purpose.

9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board of County Commissioners shall fix any other such terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provision of this Agreement or any ordinance or law.

B. Except as otherwise provided herein, all provisions of County law, rules and regulations, as they now exist or may be amended, shall apply to Employee.



C. The Employee shall be provided, at County expense, the use of a cell phone, laptop computer, iPad or other similar tablet device and such other electronic devices which would assist him in the performance of his duties.

10. GENERAL PROVISIONS

A. This Agreement constitutes the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and executors of Employee.

C. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

D. This Agreement shall become effective upon approval by the parties.

WHEREFORE, the parties have executed this Agreement the date and year first above written.

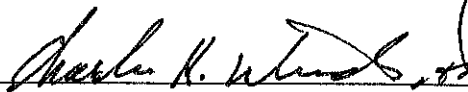
COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

ATTEST:

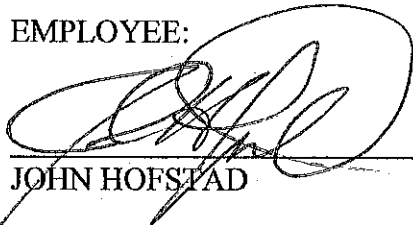
  
CLERK



  
CHARLES K. WINDES, JR.  
CHAIRMAN



EMPLOYEE:

  
JOHN HOFSTAD