

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 2014, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and William A. Wood, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City is desirous of retaining the services of an Industrial Automation Manager, the position being on a full time basis for a definite length of time with duties, responsibilities and qualifications as defined in "Exhibit A" attached; and

WHEREAS, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of an Industrial Automation Manager, for a definite length of time by contract.

NOW, THEREFORE, in consideration of these premises and of good and sufficient consideration, the parties do hereby covenant and agree to the following:

1. The City hereby agrees to employ Contractor and Contractor agrees to be employed by the City as an Industrial Automation Manager, to perform the duties and responsibilities as set forth in "Exhibit A," attached hereto, for a period of two (2) years, such period of employment to commence on or about the 19th day of May, 2014 and terminate on the 19th day of May, 2016; however, this Agreement may be terminated earlier, as provided below.

2. The parties agree that the duties of the Contractor may be changed from time to time by the mutual consent of the City and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

3. In consideration for the services provided by the Contractor, the Contractor shall be paid by the City a salary of \$51.20 per hour payable on a bi-weekly basis. This sum may be supplemented in further years during the term of this Agreement by increases as provided for in City policy. Contractor will not be entitled to any overtime wage payments.

4. The Contractor agrees to devote his entire productive time, ability and attention to the business of the City during the term of this contract. The Contractor shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City. As partial consideration for the City entering into this employment agreement, Contractor agrees to execute an assignment of all intellectual property, including, but not limited to, copyrights, trademarks, and patent application documentation to the City and/or its designees for any work performed by Contractor during the term of this Agreement and Contractor agrees not to use or disclose trade secrets of City and third parties without the City's written permission.

5. The Contractor shall be entitled to all City benefits otherwise provided to Administrative/Professional level employees as outlined in City Policy and Procedure 808.9.

6. The Contractor agrees to abide by and comply with all state and federal statutes, City ordinances and rules, regulations, policies and procedures of the City during the term of his employment.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform his duties and responsibilities, he may be subject to immediate disciplinary action by the City up to and including termination of his employment. Such discipline shall be in addition to, and shall not prejudice, any other remedy to which the City may be entitled either at law, in equity, or under this Agreement.

8. In addition to the provisions for termination as set forth in paragraph 7 of this Agreement, this Agreement may be terminated by either party upon thirty (30) days written notice.

9. In the event of the termination of this Agreement prior to the completion of the term of employment specified in Paragraph One (1), the Contractor shall be entitled to the compensation earned through to the time of termination, computed pro rata. Contractor shall be entitled to no further compensation as of the date of termination.

10. This Agreement contains all terms and conditions agreed upon by the parties and supersedes all prior other Agreements between the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

11. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Orange County, Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

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CITY OF ORLANDO:

Mayor/Pro Tem

ATTEST:

Alana Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Orlando,
Florida, only

_____, 2014

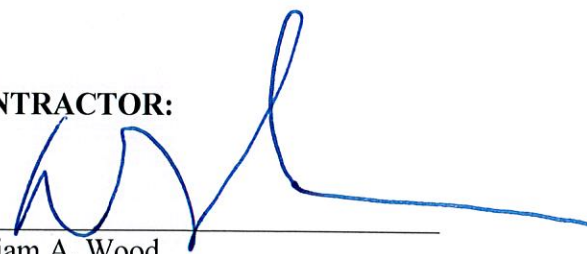
Chief Assistant City Attorney
Orlando, Florida

WITNESSES:

David L Chandler
Print Name: David Chandler

Deanna L Paulsen
Print Name: Deanna L Paulsen

CONTRACTOR:



William A. Wood

William A. Wood
8518 Buckley Court
Orlando, FL 32817-1664

407.657.0062/407.923.2703
wwood70@cfl.rr.com

Bill Wood

Professional Summary

More than 30 years of management, leadership & technical experience in the successful application of industrial automation including over eighteen years in the water and wastewater industry. Involved in all aspects of projects from conception through warranty.

Experience

2004-Present City of Orlando Orlando, FL

Industrial Automation Manager

Responsible for the creation, management, leadership and vision of the Industrial Automation Group's (IAG) technical staff within the Wastewater Division of the Public Works Department which includes all medium & low voltage electrical, field instrumentation & controls and computer systems deployments; research, recommendation and implementation of changing automation technologies & regulatory policy; overseeing efficiency and effectiveness of all automated and network systems. Additional responsibilities include planning, specification, procurement, reviewing, implementation, project management, support and services related to automation systems and networks for the City's treatment plants, 200+ lift stations and the collection system.

1986-2004 Siemens Energy & Automation Orlando, FL

Automation Account Manager

Consulted with engineering firms, integration companies and end users on the use and application of commercial-off-the-shelf industrial automation products (micro-computers, programmable logic controllers, communication networks, operator interfaces, human-machine interface software, databases, etc.). Designed fully integrated systems for water & wastewater plants and their associated applications. Managed the automation distribution channel and technical resources throughout the State of Florida growing market share every year. Manufacturer trained in automation products (Siemens and other manufacturers), technology trends and their practical application. Assisted customers on hardware & software implementation and trouble-shooting problems. Conducted informational seminars in telemetry (SCADA) for end users, engineering firms and technical associations.

1984-1986 Industrial Software Services Melbourne, FL

President

Started a consulting services company for industrial applications focusing on real-time micro-computer development. Handled all administrative, sales & marketing and technical duties of a start-up. Consulted to electric utilities and electronics manufacturers.

1978–1984 Scientific Systems Services Melbourne, FL

Group Manager, Utility Projects

Project Leader, Project Manager, Projects Manager, Group Manager:

Managed a diverse & talented technical staff of programmers, system analysts, system architects, project managers and projects managers on multi-million dollar projects from post-sale, investigation, research, proposal, specification, implementation, installation, start-up and warranty. Responsibilities included all current & strategic commercial (pre & post sales, contracts, vendors, etc.), resource (human, equipment, and other internal groups) and financial (allocations, scheduling, budgeting).

Systems Architect

Programmer, Systems Analyst, Systems Architect: Focused on the development and management of real-time industrial applications for food, automotive, metals and fossil & nuclear electric utilities markets using mini and micro-computers.

Programming expertise includes: operating systems, compilers and applications using assemblers and high-level languages. Designed and specified all components of industrial systems using "best in class" value & technology. Technical responsibilities included all aspects of projects from conception through system start-up and training.

1971–1977 United States Navy Norfolk, VA

Data Processing Operations/Programming/Analysis

Honorable discharge.

Education

1984 Rollins College Patrick AFB, FL
Bachelor of Science with Honors, Business Administration and Economics

Interests

Family, Basketball, Motorcycles and Computers.