

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into _____, 2021, by and between the City of Gainesville, Florida, hereafter the “CITY,” and Teneeshia Marshall, hereafter the “EQUAL OPPORTUNITY DIRECTOR,” both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and the Equal Opportunity Director previously entered into an Employment Agreement dated November 2, 2018, hereafter the “Employment Agreement”; and

WHEREAS, the City and the Equal Opportunity Director wish to provide for an orderly and effective end to the employment relationship and thus agree to amend the Employment Agreement as follows:

NOW THEREFORE, Section 4.A. of the Employment Agreement is amended in its entirety to read as follows:

A. The Equal Opportunity Director agrees to voluntarily resign from employment as a Charter Officer with the City effective on May 28, 2021 at 5:00 p.m. In consideration of such, the City shall pay the Equal Opportunity Director severance pay in the amount of 20 weeks of compensation, which shall only include 20 weeks of base pay and 20 weeks of the City’s contributions to health insurance, life insurance, and retirement for the Equal Opportunity Director at the then current rates, which will be paid in the pay period that ends May 30, 2021, less appropriate deductions for federal withholding and other applicable taxes. Such severance pay will be in addition to payment for unused and accrued PTO, which will also be paid in the pay period that ends May 30, 2021.

A new **Section 11, Time Limited Temporary Employment**, is created and added to the Employment Agreement to read as follows:

Section 11. Time Limited Temporary Employment.

In order to provide for an orderly transition of city management duties, Teneeshia Marshall agrees to work as a time limited temporary employee effective from June 1, 2021 at 8:00 am until June 30, 2021 at 5:00pm. During this time limited temporary appointment, Teneeshia Marshall will provide transition assistance as requested by whomever the City Commission appoints as the Interim Equal Opportunity Director. For this time limited temporary appointment, the City shall pay Teneeshia Marshall at the rate of pay she received as

the Equal Opportunity Director and at the then current rates for the City's contributions to health insurance, life insurance, and retirement, less appropriate deductions for federal withholding and other applicable taxes. The City's Human Resources Department is authorized to prepare and effectuate all necessary documentation for this time limited temporary appointment.

A new **Section 12, Covenant Not to Sue**, is created and added to the Employment Agreement to read as follows:

Section 12. Covenant Not to Sue.

In consideration of this First Amendment to Employment Agreement, Teneeshia Marshall agrees to never institute any action or suit at law or in equity against the City, its officers, agents, and employees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of or relating to the employment relationship, including the cessation thereof.

A new **Section 13, Retirement Correction**, is created and added to the Employment Agreement to read as follows:

Section 13. Retirement Correction.

The City and the Equal Opportunity Director recently discovered that a retirement plan was never established for the Equal Opportunity Director as required by Section 8 of the Employment Agreement. As such, no employer contributions were made by the City and no employee contributions were deducted from the pay of the Equal Opportunity Director. To remedy this unintentional oversight, the City agrees to establish a retirement plan for the Equal Opportunity Director pursuant to Section 8 of the Employment Agreement. The City further agrees to contribute the sum of \$59,745.31 which represents the Equal Opportunity Director's contributions and the City's contributions that would have been made if such retirement account had been established as of the date the Equal Opportunity Director commenced her employment with the City pursuant to the Employment Agreement on December 1, 2018 through the end of the day of May 2, 2021 including earnings.

Time for Approval. In the event this First Amendment is not approved and executed by the parties on or before _____ on _____, 2021, it shall be deemed withdrawn.

IN WITNESS WHEREOF, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk, and the Equal

Opportunity Director has signed and executed this First Amendment effective as of the date first written above. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect.

ATTEST:

CITY OF GAINESVILLE

Omichele D. Gainey
CITY CLERK

Lauren Poe
MAYOR

Teneeshia Marshall
EQUAL OPPORTUNITY DIRECTOR