

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of Nov, 2018, by and between the City of Gainesville, Florida, hereinafter called the "City" and Teneeshia Marshall, hereinafter also called "Equal Opportunity Director", both of whom understand as follows:

WITNESSETH:

WHEREAS, Teneeshia Marshall is qualified and competent to serve as the Equal Opportunity Director, and is ready, willing and able to perform the duties of Equal Opportunity Director consistent with the following terms and conditions; and

WHEREAS, Teneeshia Marshall and the City of Gainesville feel it would be mutually beneficial to enter into a contract of employment setting forth agreements and understandings which:

1. provide inducement for the Equal Opportunity Director to accept such employment with the City;
2. make possible full work productivity by assurances to the Equal Opportunity Director with respect to future security;
3. establish the basis, framework and context for the relationship which shall exist between the City and the Equal Opportunity Director; and
4. provide a just means of terminating the Equal Opportunity Director's services at such time as the City Commission may desire to terminate such employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

The City Commission hereby agrees to employ Teneeshia Marshall as the Equal Opportunity Director of the City of Gainesville to perform duties and functions of said position as specified in the City Charter, Code of Ordinances, and job description, if any, and such other lawful duties as the City Commission may from time to time assign the Equal Opportunity

will be based on the Equal Opportunity Director's performance of the established performance objectives and review procedures in the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

B. The City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Equal Opportunity Director, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter, or any other law.

C. All provisions of the City Charter and the Code, and regulations, policies, and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, including without limitation, health insurance and disability retirement benefits, also shall apply to the Equal Opportunity Director as they would to other management employees of the City hired on December 1, 2018, except as herein provided.

D. The Equal Opportunity Director shall be entitled to the rights described in said Human Resources Policy L-3 except as modified as follows. Upon commencement of employment as Equal Opportunity Director, the Equal Opportunity Director shall receive 82.25 hours of PTO upon employment. Beginning with the ninth (9th) pay period after commencement of employment as Equal Opportunity Director, the Equal Opportunity Director shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to Equal Opportunity Director's leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The Equal Opportunity Director is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management

understood and agreed that the City Commission will be the sole judge as to the effectiveness and efficiency with which the Equal Opportunity Director performs her employment, and whether cause exists for the termination of such. By way of illustration, but not limitation, the following are some examples of situations the parties agree could reasonably be deemed "cause" warranting denial of severance pay: gross negligence in the handling of City affairs; willful violation of the provisions of law; willfully disregarding a direct order or demand of the City Commission or a policy of the City; conduct unbecoming of an Equal Opportunity Director; pleading guilty or nolo contendere to, or being found guilty by a jury or court of a misdemeanor involving physical violence, theft, driving under the influence of alcohol or drugs or possession or sale of drugs, or a felony, regardless of whether or not adjudication is withheld and probation imposed.

C. In the event the Equal Opportunity Director's employment is terminated under any other circumstances during such time as the Equal Opportunity Director is willing and able to perform the duties of Equal Opportunity Director, then the Equal Opportunity Director shall be entitled to severance pay in the following amounts, less appropriate deductions for federal withholding and other applicable taxes. If such termination occurs during the first year of employment as Equal Opportunity Director, the City agrees to pay employee an amount equal to 15 weeks' salary; if such termination occurs during the second year of such employment, the City agrees to pay employee an amount equal to 17 weeks' salary; if such termination occurs during the third year and thereafter of such employment, the City agrees to pay employee an amount equal to 20 weeks' salary. Any severance pay due under this Agreement shall be paid to the Equal Opportunity Director in a lump sum payment during the next regular payroll period following her termination of employment.

Section 7. Vehicle.

The City agrees to provide the Equal Opportunity Director the option of choosing either a City-provided vehicle for her use in performing the duties of her employment and for commuting and de minimus personal use or a \$450.00 monthly car allowance.

Section 8. Retirement.

The City agrees to execute all necessary agreements provided by the International City Management Association Retirement Corporation (ICMARC) or similar City approved providers for participation in any such retirement plans sponsored by the City. The Equal Opportunity Director will decide the percentage of her base salary that she desires to have contributed/deferred to such plans and the City will implement her decision to the extent allowed by law by, among other things, deducting appropriate equal proportionate amounts each pay period. The City agrees to transfer ownership of said funds to succeeding employers upon the Equal Opportunity Director's termination, if such is in accordance with the plan provisions and legal requirements in effect at that time.

Section 9. Relocation and Expenses.

A. After securing competitive bids or quotes, the City shall pay directly to a qualified, licensed and insured carrier or company, or reimburse the Equal Opportunity Director at her option for the expenses of packing and moving the Equal Opportunity Director, her family, and the personal property from Puyallup, Washington to her chosen residence in the City of Gainesville, Florida. Allowable costs shall include packing, unpacking, transport, insurance and any temporary storage costs necessary. Said payment will be based on actual expenditures, shall not exceed \$10,000.00, is reimbursable for a period of 18 months from the Equal Opportunity Director's employment start date, and shall be repaid by the Equal Opportunity Director to the

duplicate on the respective dates under each signature.