

TERMS OF EMPLOYMENT OFFER

The City agrees to employ Teresa Deloach Reed, with the start work date subject to further discussion between the parties, but tentatively estimated at March 2012.

1. The agreed upon salary will be \$194,196.00 actual gross annually. This calculation is based on a \$211,382.00 pay rate, reduced by 8.85% in accordance with the International Association of Fire Fighter (IAFF), Local 55 contract. When the current contract ends on July 1, 2014 the gross salary may be increased above \$194,196.00 based on performance. Ms. Deloach Reed will be paid on a bi-weekly basis (26 pay periods annually). This position is exempt from the Fair Labor Standards Act (FLSA); accordingly, you will not be eligible for overtime. This position is also an at-will position and exempt from Civil Service; you may be terminated without cause at any time.
2. Consistent with the special pay terms provided in the International Association of Fire Fighter (IAFF), Local 55 contract, the City agrees to pay Ms. Deloach Reed the following additional compensation: 5% 40 hour per week special assignment pay and 4.82 hours of bi-weekly pay in exchange for working holidays.
3. Ms. Deloach Reed shall devote her/his full time and attention to rendering services to the City required by the position of Fire Chief. It is expressly understood and agreed that during the term of employment, Ms. Deloach Reed shall not be employed by, retained by or consult with or provide services to or represent any other person, entity or city, except as agreed to by the City Administrator.
4. Should Ms. Deloach Reed opt to voluntarily leave the City of Oakland, a period of 60 days advance written notification shall be required.
5. All employee benefits shall be consistent with executive employee level benefits provided by the City. The safety retirement contribution rate is 13% for a 3% @ 55 retirement benefit, based on the based on the highest three years of compensation.
6. Upon date of hire, Ms. Deloach Reed shall be awarded 75 hours (10 days) of Executive Leave, which must be used within the year awarded, but time limit may be extended once for an additional year; and awarded 10 vacation bonus days. Subject to good performance, Ms. Deloach Reed is eligible to receive up to an additional 75 hours (10 days) of Management Leave in July 2012. In addition to the beginning Executive Leave (10 days) and vacation bonus (10 days) balances, Ms. Deloach Reed shall continue to accrue all leaves in accordance with the provision of Local 21, IFPTE, which may be modified by a successor MOU.
7. The City shall not provide a match for a deferred compensation program.
8. Ms. Deloach Reed shall be paid a uniform allowance as specified in the current IAFF contract or its successor. The initial allowance is \$100 with \$570 annual allowance.
9. Should Ms. Deloach Reed become disabled under this Agreement, s/he shall be entitled to earned but unpaid salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances, as allowed by Ordinance.
10. Should Ms. Deloach Reed die while employed by the City under this Agreement, the Fire Chief's beneficiaries or those entitled to the Fire Chief's estate, shall be entitled to the Fire Chief's earned

salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances, as allowed by Ordinance.

11. Ms. Deloach Reed shall be provided with an assigned City car with a two-way radio and parking space on 16th Street. Gas will be paid by the City but only by using the City's gas pump. The City does not reimburse gasoline receipts or for parking at any other location.

12. The City shall provide and fully pay for a smart phone with email and cell service, internet service, and a laptop computer with the capacity for remote access.

13. Subject to approval by the City Administrator, the City agrees to budget and pay for professional dues and/or subscriptions necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for Ms. Deloach Reed's continued professional participation, growth, and advancement, and for the good for the City.

14. Subject to approval by the City Administrator, the City agrees to budget and pay for travel and subsistence expenses of Ms. Deloach Reed for professional and official travel, meetings, and occasions to pursue necessary official functions for the good of the City.

15. In the event the City must terminate employment through no fault of Ms. Deloach Reed, the City will pay three months of severance pay (and up to six months of severance pay if a minimum of ten years of service is attained.)

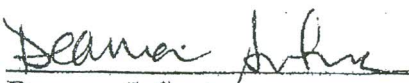
16. The content of this document are the sole terms between the parties.

I agree with the above terms of employment:


Teresa Deloach Reed 1-9-2012
Date

Forward Acceptance Agreement to:

Ms. Deanna J. Santana, City Administrator City of Oakland
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland, CA 94612
(510) 238-7917


Deanna J. Santana 1/12/11
City Administrator Date