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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is hereby made and entered into this 15th day of July, 2013, by and between the City of Pensacola, Florida, a municipal corporation, hereinafter referred to as "City," by and through its Mayor, Ashton J. Hayward, III, and Colleen Castille, Inc., hereinafter referred to as the "Interim City Administrator," with principal office and place of business at 222 W. Main Street, Pensacola, Florida 32502.

PURPOSE AND INTENT OF PROFESSIONAL SERVICES AGREEMENT

The Mayor, on behalf of the City, is interested in obtaining the services of Colleen Castille, Inc. as Interim City Administrator in order to perform the duties set forth in the Charter of the City of Pensacola, Florida as City Administrator.

COMPENSATION

The City will pay Interim City Administrator an amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for each month or prorated portion thereof that Interim City Administrator renders services pursuant to this Agreement.

TERM OF AGREEMENT

This Agreement shall commence on July 15, 2013, and continue thereafter from month to month at the discretion of the Mayor, for a period of time not to exceed ninety (90) days.

TERMINATION OF AGREEMENT

This Agreement is an at-will contract that may be terminated at any time for convenience or otherwise by the Mayor or by Interim City Administrator, upon the providing of written notice from one to the other.

INDEPENDENT CONTRACTOR

Interim City Administrator, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the City.

Interim City Administrator shall be provided the use of the existing offices, furnishings, equipment, supplies and personnel currently assigned to the City Administrator by City, at no cost to Interim City Administrator, when performing services under this Agreement.

INSURANCE

Interim City Administrator shall maintain, during the period of this Agreement, a professional liability insurance policy for the professional services to be rendered.

CONFLICT OF INTEREST

Interim City Administrator understands, acknowledges, and agrees that Interim City Administrator is bound by all the terms and conditions of both the State and City Code of Ethics including, but not limited to those regulating conflicts of interest and confidentiality.

CONFIDENTIALITY

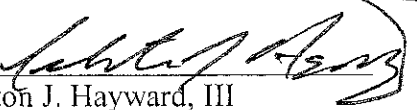
Interim City Administrator understands, acknowledges and agrees that Interim City Administrator occupies a confidential relationship with the office of the Mayor; further, any unauthorized disclosure of confidential information of whatever kind to whatever recipient shall be a separate and distinct ground for termination at the will of the Mayor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.


COLLEEN CASTILLE, INC.


By: Colleen Castille

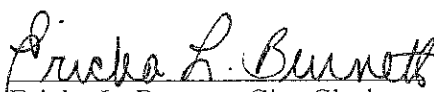
CITY OF PENSACOLA


Ashton J. Hayward, III
Mayor

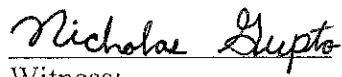
Witness:

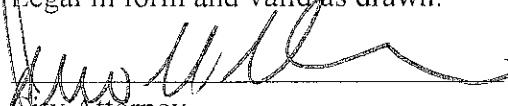
MILTON S. MERRIN
Printed name:

Witness:

Attest:


Ericka L. Burnett, City Clerk

Nicholas Gupta
Printed name:


Witness:

Legal in form and valid as drawn:

City Attorney

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION
SEPARATION

E

Name	Colleen M. Castille	Employee #	004893
Department	City Administrator	Present Class	City Administrator
Home Dept #	001000200	Effect Date/Time	09/03/2014

Current Address*:

*Forwarding Address for all official City correspondence (W-2). Final check will be distributed to employee only after Human Resources has certified that the employee has completed the required separation procedures.

Retirement		Resignation	X	Ex. Temp. Appt.	
Dismissal		Deceased		Other	

Bi-Weekly Payroll

Job Code/Title	1100-001	Range	N/R
Hourly Rate	62.50	BW/OT Adj	5,000.00
PTO Balance	17-16=1		

Remarks: Signed general release. Will receive 20 weeks severance pay in the amount of \$50,000.00 and pto payout.

8 hours labor day holiday (9/1)
16 hours pto (9/2&3)
56 hours non-worked

Premium pay

Bi-weekly	Amt	Bi-weekly	Amt	Other	Amt
Shift Diff		Incentive		Clothing	
Fld Training		Other		Pistol	
Special Duty		Cert Pay			
Other					

Remarks:

Dept. Director/Administrator Date Edward J. Lison 9-12-14 Mayor/Designee (when applicable) Date 9/9/14
Human Resources Administrator Date 9-12-14 Human Resources Reviewer Date 9/12/14

GENERAL RELEASE AND WAIVER AGREEMENT

This General Release And Waiver Agreement ("Agreement") is made this 8th day of September, 2014, by and between Colleen M. Castille ("EMPLOYEE") and the City of Pensacola, a Florida municipal corporation ("EMPLOYER"). As used herein, "EMPLOYER" shall also include EMPLOYER's current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and other representatives. As used herein, "EMPLOYEE" shall also include her executors, heirs, administrators, assigns, attorneys, and other representatives. In consideration of the covenants undertaken and the releases contained in this Agreement, EMPLOYER and EMPLOYEE agree as follows:

1. Resignation. The employment relationship between EMPLOYEE and EMPLOYER is terminated by EMPLOYER effective September 3, 2014.

2. Severance. Pursuant to SECTION 6 of the EMPLOYEE'S Employment Agreement with EMPLOYER, EMPLOYEE shall receive 20 weeks' severance pay at the salary rate of the EMPLOYEE, less standard withholding and authorized deductions, in the form of a lump sum to be paid out in the last paycheck as consideration for the execution of this Agreement.

3. Transition. EMPLOYEE agrees to cooperate with EMPLOYER during the twenty-one (21) day period she has to consider this Agreement to effect an orderly transition of her position.

4. General Release and Discharge.

(a) In exchange for the severance payment that EMPLOYER will provide under this Agreement, on behalf of herself, her heirs and personal representatives, EMPLOYEE releases and discharges EMPLOYER from any and all lawsuits, charges, claims, and causes of action of any type or kind arising out of any aspect of her employment or the separation of her employment with EMPLOYER. Nothing herein shall be considered to waive or alter any obligations of the Employer under Section 7 of the employment agreement.

(b) As referred to in this Paragraph 4 of this Agreement, EMPLOYER includes its current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and their respective heirs and personal representatives.

EMPLOYEE understands and acknowledges that there are many laws and regulations prohibiting employment discrimination pursuant to which EMPLOYEE may have rights or claims. These include, but are not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Americans with Disabilities Act of 1990; 42 U.S.C. §1981; the Fair Labor Standards Act; the Family Medical Leave Act; the Equal Pay Act of 1963; federal and state constitutional law,

Employee's Initials CMC

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Whistleblower law and the state human rights laws, Florida Statute §§ 760.01 – 760.60. EMPLOYEE also understands there are other statutes and laws of contract, tort, negligence or otherwise relating to any aspect of her employment. EMPLOYEE intends to waive and release EMPLOYER from any claims, causes of action and rights she may have under these laws and any other federal, state or local law, regulation or ordinance up through the date of execution of this Agreement.

5. Waiver of Age Claims under the Older Workers Benefit Protection Act. EMPLOYEE expressly acknowledges, understands and agrees that by entering into this Agreement, she is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement. EMPLOYEE further acknowledges, understands and agrees that:

(a) in return for this Agreement, she will receive consideration beyond that which she was already entitled to receive before entering into this Agreement;

(b) she was given a copy of this Agreement on August 26, 2014 and informed that she had twenty-one (21) days within which to consider the Agreement, which EMPLOYEE has knowingly and voluntarily waived;

(c) she was orally advised by a representative of EMPLOYER and is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement; and

(d) she was informed that she has seven (7) days following the date of execution of the Agreement in which to revoke the Agreement and the Agreement shall not become enforceable until the revocation period has expired.

6. No Lawsuits, Claims or Causes of Action. EMPLOYEE promises not to institute or have instituted on her behalf any lawsuit, claim, charge or cause of action of any type or kind against EMPLOYER based upon any claim EMPLOYEE is waiving in Paragraph 4 above. EMPLOYEE agrees that with respect to the claims she is waiving herein, EMPLOYEE is waiving not only the right to recover money or other relief in any action that she might institute, but also that EMPLOYEE is waiving her right to recover money or other relief in any action that might be brought on her behalf by any other person or entity, including but not limited to the United States Equal Employment Opportunity Commission, the United States Department of Labor, Florida Commission on Human Relations, Florida Commission on Ethics, or any other federal, state or local governmental agency or department.

7. Separation of Employment. EMPLOYEE and EMPLOYER acknowledge that any contractual employment relationship between them terminated on the date indicated in Paragraph 1 above, and that they have no further contractual employment relationship, except as may arise out of

Employee's Initials OME
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this Agreement. EMPLOYEE waives any right or claim to reinstatement as an employee of EMPLOYER.

8. Breach of Agreement. EMPLOYEE agrees that if she breaches any of the promises set forth in this Agreement, EMPLOYER shall have the right to immediately terminate the benefits payable under this Agreement and to require EMPLOYEE to return all monies paid to her pursuant to this Agreement.

9. Return of Equipment

(a) EMPLOYEE further agrees that she shall return all equipment provided to her by EMPLOYER, including but not limited to the keys and fobs to EMPLOYER'S office and any cell phones or computers issued to EMPLOYEE.

(b) EMPLOYEE also acknowledges that no consideration discussed in Paragraph 2 of this Agreement will be given until said equipment is in the physical receipt of EMPLOYER.

10. Revocation. Either EMPLOYEE or EMPLOYER may revoke this Agreement in its entirety during the seven (7) days following execution of the Agreement by EMPLOYEE. Any revocation of the Agreement must be in writing and hand delivered during the revocation period. This Agreement will become effective and enforceable seven (7) days following execution by EMPLOYEE, unless it is revoked during the seven (7) day period.

11. Severability of Invalid Provisions. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

12. Effective Date. This Agreement shall become effective when signed by both parties.

13. Encouragement to Consult Attorney.

(a) EMPLOYER hereby encourages and advises EMPLOYEE to consult an attorney and a Certified Public Accountant before signing this Agreement.

(b) EMPLOYEE acknowledges that she has consulted an attorney and/or a Certified Public Accountant before signing their Agreement, or made a voluntary, conscious decision not to consult with an attorney and/or a Certified Public Accountant.

Employee's Initials cmc
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14. Non-Disparagement. EMPLOYEE and EMPLOYER agree that EMPLOYEE is voluntarily resigning her employment with EMPLOYER to pursue other opportunities. EMPLOYEE and EMPLOYER agree that neither will disparage the other to any third party.

15. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue will be in Escambia County, Florida.

16. Entire Agreement. This Agreement sets forth the entire agreement between EMPLOYER and EMPLOYEE and shall supersede any and all prior promises, agreements or understandings, whether written or oral, between the parties or any representatives of the parties, specifically including but not limited to any employee, officer or director, except as otherwise specified in this Agreement. EMPLOYEE acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Agreement except for those set forth in this Agreement.

17. Amendment. This Agreement may not be amended except by written agreement signed by both parties.

WHEREFORE, the EMPLOYEE and EMPLOYER agree to the provisions contained herein, and execute this Agreement voluntarily and with full understanding of its consequences.

Sharon J. Davis
Witness

Colleen M. Castille
COLLEEN M. CASTILLE

Buck Davis
Witness

Date: 9-8-2014

CITY OF PENSACOLA, a Florida municipal corporation

By: Ashton J. Hayward
Ashton J. Hayward, III, Mayor

Date: 9/11/14

ENDORSEMENT

Employee's Initials cmc
Page 4 of 5

I, Colleen M. Castille, hereby acknowledge that I was given or took twenty-one (21) days to consider the foregoing Agreement, that I have had an opportunity to consult an attorney before signing it, and that I voluntarily chose to sign the Agreement prior to the expiration of the twenty-one (21) day period.

Sept 8, 2014
Date

Colleen M. Castille
EMPLOYEE NAME

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GENERAL RELEASE AND WAIVER AGREEMENT

This General Release And Waiver Agreement ("Agreement") is made this 8th, day of September, 2014, by and between Colleen M. Castille ("EMPLOYEE") and the City of Pensacola, a Florida municipal corporation ("EMPLOYER"). As used herein, "EMPLOYER" shall also include EMPLOYER's current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and other representatives. As used herein, "EMPLOYEE" shall also include her executors, heirs, administrators, assigns, attorneys, and other representatives. In consideration of the covenants undertaken and the releases contained in this Agreement, EMPLOYER and EMPLOYEE agree as follows:

1. Resignation. The employment relationship between EMPLOYEE and EMPLOYER is terminated by EMPLOYER effective September 3, 2014.

2. Severance. Pursuant to SECTION 6 of the EMPLOYEE'S Employment Agreement with EMPLOYER, EMPLOYEE shall receive 20 weeks' severance pay at the salary rate of the EMPLOYEE, less standard withholding and authorized deductions, in the form of a lump sum to be paid out in the last paycheck as consideration for the execution of this Agreement.

3. Transition. EMPLOYEE agrees to cooperate with EMPLOYER during the twenty-one (21) day period she has to consider this Agreement to effect an orderly transition of her position.

4. General Release and Discharge.

(a) In exchange for the severance payment that EMPLOYER will provide under this Agreement, on behalf of herself, her heirs and personal representatives, EMPLOYEE releases and discharges EMPLOYER from any and all lawsuits, charges, claims, and causes of action of any type or kind arising out of any aspect of her employment or the separation of her employment with EMPLOYER. Nothing herein shall be considered to waive or alter any obligations of the Employer under Section 7 of the employment agreement.

(b) As referred to in this Paragraph 4 of this Agreement, EMPLOYER includes its current and former elected officials, officers, agents, employees, vendors, consultants, contractors, attorneys, benefit plans, insurers and their respective heirs and personal representatives.

EMPLOYEE understands and acknowledges that there are many laws and regulations prohibiting employment discrimination pursuant to which EMPLOYEE may have rights or claims. These include, but are not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Americans with Disabilities Act of 1990; 42 U.S.C. §1981; the Fair Labor Standards Act; the Family Medical Leave Act; the Equal Pay Act of 1963; federal and state constitutional law,

Employee's Initials CMC

Whistleblower law and the state human rights laws, Florida Statute §§ 760.01 – 760.60. EMPLOYEE also understands there are other statutes and laws of contract, tort, negligence or otherwise relating to any aspect of her employment. EMPLOYEE intends to waive and release EMPLOYER from any claims, causes of action and rights she may have under these laws and any other federal, state or local law, regulation or ordinance up through the date of execution of this Agreement.

5. Waiver of Age Claims under the Older Workers Benefit Protection Act. EMPLOYEE expressly acknowledges, understands and agrees that by entering into this Agreement, she is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement. EMPLOYEE further acknowledges, understands and agrees that:

(a) in return for this Agreement, she will receive consideration beyond that which she was already entitled to receive before entering into this Agreement;

(b) she was given a copy of this Agreement on August 26, 2014 and informed that she had twenty-one (21) days within which to consider the Agreement, which EMPLOYEE has knowingly and voluntarily waived;

(c) she was orally advised by a representative of EMPLOYER and is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement; and

(d) she was informed that she has seven (7) days following the date of execution of the Agreement in which to revoke the Agreement and the Agreement shall not become enforceable until the revocation period has expired.

6. No Lawsuits, Claims or Causes of Action. EMPLOYEE promises not to institute or have instituted on her behalf any lawsuit, claim, charge or cause of action of any type or kind against EMPLOYER based upon any claim EMPLOYEE is waiving in Paragraph 4 above. EMPLOYEE agrees that with respect to the claims she is waiving herein, EMPLOYEE is waiving not only the right to recover money or other relief in any action that she might institute, but also that EMPLOYEE is waiving her right to recover money or other relief in any action that might be brought on her behalf by any other person or entity, including but not limited to the United States Equal Employment Opportunity Commission, the United States Department of Labor, Florida Commission on Human Relations, Florida Commission on Ethics, or any other federal, state or local governmental agency or department.

7. Separation of Employment. EMPLOYEE and EMPLOYER acknowledge that any contractual employment relationship between them terminated on the date indicated in Paragraph 1 above, and that they have no further contractual employment relationship, except as may arise out of

Employee's Initials OMC

Page 2 of 5

I, Colleen M. Castille, hereby acknowledge that I was given or took twenty-one (21) days to consider the foregoing Agreement, that I have had an opportunity to consult an attorney before signing it, and that I voluntarily chose to sign the Agreement prior to the expiration of the twenty-one (21) day period.

Sept 8, 2014
Date

Colleen M. Castille
EMPLOYEE NAME

EMPLOYMENT AGREEMENT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This agreement, made and entered into this 29th day of August, 2013, by and between the Office of the Mayor of the City of Pensacola, Florida, hereinafter referred to as "Mayor", and Colleen M. Castille, hereinafter referred to as "The Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor desires to employ the services of Colleen M. Castille; and

WHEREAS, it is the desire of the Mayor to provide certain benefits, to establish certain conditions of employment and to set working conditions of The Employee; and

WHEREAS, it is the desire of the Mayor to (1) secure and retain the services of The Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring The Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of The Employee, and (4) to provide a just means for terminating The Employee's services at such time as he may be unable to fully discharge her duties due to disability, or when the Mayor may desire to otherwise terminate her employment; and

WHEREAS, The Employee desires to accept employment as CITY ADMINISTRATOR of said City;

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

SECTION 1. Duties.

Mayor hereby agrees to employ Colleen M. Castille to perform such duties and functions as City Administrator and to perform other legally permissible and proper duties and functions, including those as specified from time to time by the Mayor.

SECTION 2. Term and Removal.

This contract shall commence on September 3, 2013 and remain in effect until termination by Mayor or resignation by The Employee; provided however, that The Employee may voluntarily resign at any time and The Employee may be terminated at the sole discretion of the Mayor, subject to the provisions of Section 6 as stated herein. This contractual employment relationship shall be construed as one which is terminable at will by either party. No provision of this contract shall be deemed by either party to confer a constitutionally protected property right upon The Employee, and The Employee expressly acknowledges that the benefits provided by this contract constitute the total City of Pensacola benefits accorded by the employment relationship and that there is no reasonable expectation of continued

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employment upon any term or condition not stated herein. The Employee expressly acknowledges that the provisions of this contract do not provide The Employee with entitlement to a pre-termination hearing or any procedural or substantive benefit other than those expressly set forth in this contract.

SECTION 3. Salary and Retirement Program.

- A. The Employee's salary shall be \$130,000 per year. This salary is payable periodically at the same time as other employees of the City are paid. The Employee's salary may be adjusted periodically at the sole discretion of the Mayor. The rate of compensation is at the sole discretion of the Mayor. No increase in The Employee's compensation shall be considered until Employee has completed a minimum of one (1) years continuous satisfactory service.
- B. The Employee shall be reimbursed an amount not to exceed \$2,500 in moving expenses to cover the cost of moving, specifically, the transportation of household goods. The Employee shall be required to submit receipts to the Financial Services Department to justify said expenses.
- C. As provided for by law, The Employee shall be entitled to complete balances in all defined contribution plans held in The Employee's name as established by the City.
- D. The Employer agrees to provide retirement benefits to The Employee in the Florida State Retirement System at a rate equal to other management employees.

SECTION 4. Working Arrangements.

- A. Hours of Work. The hours of work for The Employee shall be established and are subject to change at the discretion of the Mayor. The Mayor may, in his discretion, provide remuneration or other benefit in regard to the number of service hours The Employee renders under this contract. It is hereby acknowledged that the services to be rendered under this contract are regarded as exempt under the overtime provisions of the Fair Labor Standards Act (FLSA).
- B. Outside activities. The employment provided for by this Agreement shall be The Employee's sole employment.

SECTION 5. Other Terms and Conditions.

- A. The Mayor shall fix any other terms and conditions of employment, as from time to time determined, relating to the performance of The Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement, the City Charter, or other law.
- B. The Employee shall establish residency in the City of Pensacola within 90 days of commencing employment as the City Administrator.
- C. As additional compensation and in consideration of the travel expenses that The Employee will incur, the City shall pay a monthly car allowance of \$500.00.

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- D. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of The Employee for continuation and participation in ICMA, FCCMA and other such organizations necessary and desirable for The Employee's continued professional participation, growth, and advancement, and for the good of the Employer, at the employer's sole discretion.
 - E. Employer agrees to budget for and pay for reasonable travel and subsistence expenses of The Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference and meetings and the FCCMA Annual Conference and meetings, at the employer's sole discretion.
 - F. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable The Employee to become an active member in local civic clubs or organizations, at the employer's sole discretion.
 - G. All provision of the City Code, and regulations and rules of City relation to personal time off leave (PTO), holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to The Employee as they would to other Employees of the City with the exception that The Employee shall be credited eighteen (18) Hours of paid time off a month. On each January 1, The Employee may have a maximum accumulation of 500 hours of PTO leave. The Employee may accumulate more PTO leave time during the calendar year, without limitation, but in no case shall there be more than 500 hours of PTO leave accrued on any given January 1 of a calendar year On the first day of the pay period beginning in January of each year, the employee's PTO balance shall be reduced to the allow maximum of 500 hours. These excess hours will be placed in an SFMLA account. The Employee will be able to use this leave for FMLA qualifying absences or may donate this leave. The Employee may not be paid for any hours remaining in this auxiliary PTO account upon leaving City employment.

SECTION 6. Termination Notice and Severance Pay.

- A. The Mayor shall have the right to cancel and terminate this Employment Agreement with The Employee at any time, at the sole discretion of the Mayor. If terminated by the Mayor without cause, The Employee shall receive 20 weeks' severance pay at the salary rate of The Employee at time of termination. The Mayor shall have the option, at his sole discretion, to offer The Employee whose contract is being terminated the opportunity to execute a Waiver, waiving any right The Employee may have to file a complaint, appeal, lawsuit, or other challenge against the City of Pensacola or its officers, agents or the employees, in exchange for the payment of 20 week's severance pay which is the maximum allowable under State law, which payment may be made on regularly scheduled pay days or in a lump sum payment. In the event The Employee is not offered an opportunity to execute a Waiver or if The Employee declines to execute such Waiver, if an opportunity is offered, The Employee shall receive thirty (30) days' severance pay. Any severance pay paid pursuant to this Employment Agreement shall be net of any lawful withholdings. Employee shall not be

eligible for severance pay until employee completes one (1) year of continuous, satisfactory service.

- B. "Severance pay" means the actual or constructive compensation, including salary, benefits, or perquisites, for employment services yet to be rendered that is provided to an employee who has recently been or is about to be terminated. The term does not include compensation for earned and accrued annual, sick, compensatory or administrative leave; early retirement under provisions established in an actuarially-funded pension plan; or any subsidy for cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees.
- C. Severance pay is calculated by dividing 90 days by 360 and then multiplying that amount by The Employee's annual salary.
- D. Provided however, that payment of severance pay is prohibited if The Employee is fired for misconduct as defined in Section 443.036(29) of the Florida Statutes. "Misconduct" includes, but is not limited to, the following:
 - Conduct demonstrating willful or wanton disregard of an employer's interests and found to be a deliberate violation or disregard of the standards of behavior which the employer has a right to expect of his or her employee; or
 - Carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design or shows an intentional and substantial disregard of the employer's interests or of The Employee's duties and obligations to his or her employer.

In addition, in the event The Employee is terminated because of her conviction in the trial Court of any felony or any employment related misdemeanor of the first degree, then in that event, the Mayor has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

SECTION 7. Indemnification and Bonding.

- A. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in the course and scope of program duties or responsibilities as decided by the Mayor and City Council pursuant to the current City of Pensacola errors and omissions/breach of duty or employment practices violation insurance policy.

SECTION 8. Conflict of Interest.

Employee understands, acknowledges, and agrees that employee is bound by all the terms and conditions of both the State and City Code of Ethics including, but not limited to those regulating conflicts of interest and confidentiality.

SECTION 9. Confidentiality.

Employee understands, acknowledges and agrees that employee occupies a confidential relationship with the Office of the Mayor; further, any unauthorized disclosure of confidential information of whatever kind to whatever recipient shall be a separate and distinct ground for termination at the will of the Mayor.

IN WITNESS WHEREOF, the Mayor of the City of Pensacola, Florida and The Employee have signed and executed the Employment Agreement, in duplicate, this 29th of August 2013.

Chiche L. Burnett

City Clerk (Seal)

CITY OF PENSACOLA

Ashton J. Hayward, III

Ashton J. Hayward, III, Mayor

Colleen M. Casull

Employee Name

Witness:

Tamara W. Fountain

Signature

Tamara W. Fountain

Print

Donna M. Harris

Signature

DONNA M. HARRIS

Print

THE CITY OF PENSACOLA
RECOMMENDATION FOR PERSONNEL ACTION
APPOINTMENT

✓
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Effective Date 9/3/2013

Non-classified	Contractual	<input checked="" type="checkbox"/>
OPS/Extra Personnel Services (Temp) Duration of employment must be specified:	Elected or Appointed	
OPS/Extra Personnel Services (Permanent)		

Name (as shown on SS card) COLLEEN M. CASTILLE SS# [REDACTED] Employee # 004893

Date of Birth [REDACTED] Marital Status M Race W Sex F

Mailing Address [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED]

Dept/Activity CITY ADMINISTRATOR'S OFFICE Home Dept # 001-000200

Job Code/Title 1100-001 CITY ADMINISTRATOR Range N/R

Hourly Rate \$62.50 Bi-Weekly \$5000.00 Annual Salary \$130,000.00

Pension

FRS Fire Police

Deferred Compensation Plans

Social Security	<input checked="" type="checkbox"/>	457 Social Security Replacement
FRS 457 Deferred Compensation	<input checked="" type="checkbox"/>	457 OBRA Extra Personal Services

Prior City Service

Department	Dates
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(INFORMATION BELOW NECESSARY FOR DEPENDENT LIFE AND SURVIVOR DISABILITY)

Spouse

Name	Date of Birth	Marriage Date
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Children:

Name	Birth Date

Dept. Director/Administrator Date

Sherryl Keebler 9/10/13

Human Resources Administrator Date

Revised 9/2013

[Signature] 9/10/13
Mayor/Designee (when applicable) Date

[Signature] 9/10/13
Human Resources Reviewer Date

Callahan

Payroll Calculator Annual Salary Conversion to Hourly Rate

Step 1: Insert annual salary in cell.

Step 2: (no input) Annual salary is converted to hourly rate and tested against annual salary input.

USER FIELDS A9 - F14

[Empty input field for user fields]

Insert Annual Salary
130,000.00

Hourly	Biweekly	Annual Salary
62.50	5000.00	
62.50	5000.00	130,000.00
62.50	5000.00	130,000.00

*Cannot exceed annual salary of agreement. Hourly rate will still need to be tested for maximum of range for both civil service and contract. Use appropriate payroll calculator.

Adriana Van Landingham

From: Tracy Walsh
Sent: Wednesday, September 04, 2013 8:00 AM
To: Adriana Van Landingham; Sherrer Kuchera
Subject: RE: Castille

PCN 1100-001
Home Dept 001-000200
Cost Distribution 001-000200.119207

Tracy Walsh
Human Resources Manager
Human Resources
City of Pensacola
(850) 435-1662
(850) 595-1298 FAX



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

Adriana Van Landingham

From: Sherrer Kuchera
Sent: Tuesday, September 03, 2013 2:30 PM
To: Adriana Van Landingham
Cc: Don Suarez
Subject: FW: Castille

I put her contract in your box. The effective date is September 3, 2013.

From: Tracy Walsh
Sent: Tuesday, September 03, 2013 2:27 PM
To: Adriana Van Landingham
Cc: Sherrer Kuchera
Subject: Castille

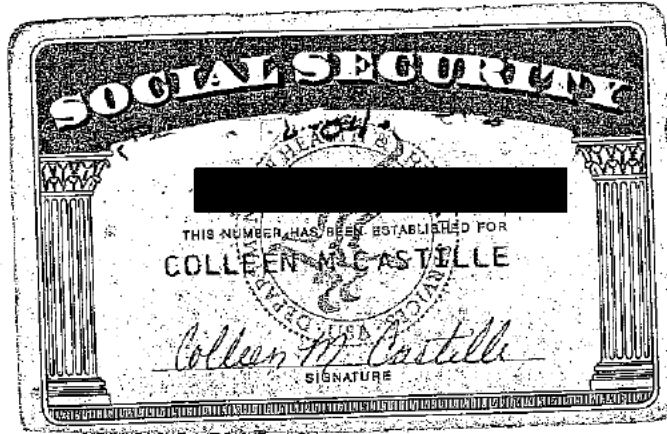
Colleen Castille's salary will be \$130,000

Tracy Walsh
Human Resources Manager
Human Resources
City of Pensacola
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Do not laminate this card.

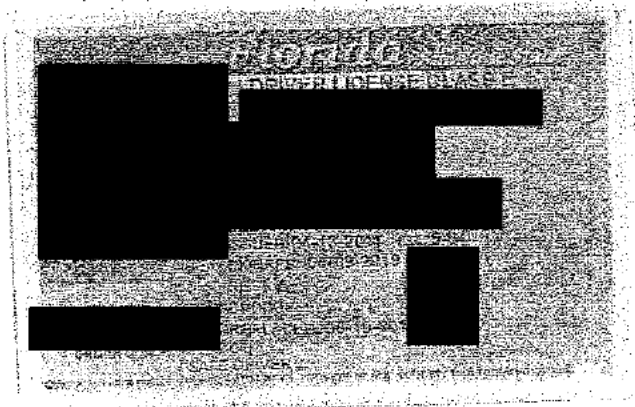
This card is invalid if not signed by the number holder unless health or age prevents signature.

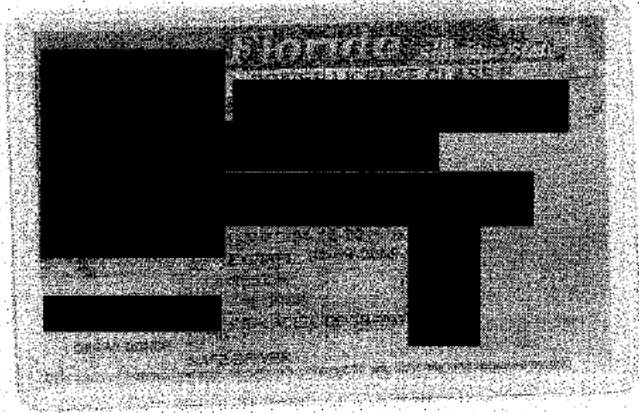
Improper use of this card and/or number by the number holder or any other person is punishable by fine, imprisonment or both.

This card is the property of the Social Security Administration and must be returned upon request. If found, return to:
SSA-ATTN: FOUND SSN CARD
P.O. Box 17087 Baltimore Md. 21203
Contact your local Social Security office for any other matter regarding this card.

Department of Health and Human Services
Social Security Administration
Form DA-702 (1-88)

B87932962





Position: City Administrator
Department: Mayor's Office

CITY OF PENSACOLA
MEDICAL QUALIFICATION NOTICE

Colleen Castille **has** passed her medical examination for employment with the City of Pensacola.

Comment:

Signed: Ramon Ryan, M.D. / Jill Maruschak, R.N.

Date: September 16, 2013



5

AUTHORIZATION FOR LIMITED USE OR DISCLOSURE OF MEDICAL INFORMATION

EXPLANATION:

This authorization for use or disclosure of medical information is requested of you to ensure the accuracy, confidentiality, and prompt availability of said information.

AUTHORIZATION:

I hereby authorize the Medical Review Officer, any counselor or treatment facility I may be referred to and the testing laboratories to furnish the company, with results of all tests run. I further authorize any doctor who has written a prescription which I may be using to disclose the purpose of the prescription, the conditions under which it is to be taken, and any other pertinent information to the Medical Review Officer to assist in the MRO's determination of my fitness for duty.

USES:

The Company may use the medical information authorized only for the following purpose: To determine my ability to do my job or my qualifications for employment or continued employment and to defend in any legal proceedings in which my employment or actions are at issue.

DURATION:

This authorization shall become effective immediately and shall remain in effect throughout the duration of my employment with the company and any post-employment legal matters or proceedings, unless rescinded by me in writing.

RESTRICTIONS:

I understand that the Drug Free Workplace Administrator may not further use or disclose the medical information unless further authorization is given by me or in case of post accident testing or disclosure is required or permitted by law or licensing authority.

ADDITIONAL COPY:

- (1) I further understand that I have a right to receive a copy of this authorization on my request.
- (2) I further agree that a reproduced copy of this form shall have the same force and effect as the original.

DRUG SCREEN SPECIMEN VERIFICATION:

I hereby authorize the hospital, clinic, or laboratory, its physicians and technicians, specified by the Company, to obtain a sample of my urine, blood, or breath to be analyzed for the presence of controlled substances.

SIGNATURE

Colleen M. Costello

DATE

9/13/2013

DRUG TESTING CONSENT, RELEASE AND ACKNOWLEDGEMENT OF UNDERSTANDING

I hereby consent to submit to urinalysis and/or other tests as shall be determined thereof by the City of Pensacola as a condition of employment and for the purpose of determining specific drug content. I agree that a D.H.H.S. and (state where required) certified lab may collect these specimens for these tests and may use them or forward them to a testing laboratory designated by the City of Pensacola for analysis.

I further agree to have these results reviewed by a Medical Review Officer. I hereby release to the City of Pensacola, the results of the test(s) to which I have consented. I further authorize the City of Pensacola to discuss the results with medical/personnel collecting the Specimen, the testing facility, it's directors, officers, agents, and employees responsible for administering the aforementioned test(s) or evaluating the results thereof and any of them herein and to use the test results in conjunction with employment actions, professional licensing procedures, and as a defense to any legal action to which I am party. I release any testing facility or any physicians who have tested me from any liability arising from a release of any and all results, written reports, medical records, and data concerning my test(s) to the appropriate company officials or government agencies. I agree that a reproduced copy of this form shall have the same effect as the original.

I understand the City of Pensacola's Drug Abuse and Drug Testing Policy and consent to the terms set forth in the policy. I further acknowledge that the policy has been posted in an appropriate place on the company's premises and copies are available for inspection during regular business hours. I acknowledge that I have read this policy and fully understand that the City of Pensacola can establish other work rules related to possession, use, sale or solicitation of drugs, including policies concerning arrests or convictions for drug or alcohol-related offenses, and can suspend, or terminate, or deny employment for such conduct.

I have carefully read the foregoing and fully understand its contents. I agree that my signing of this Consent, Release and Acknowledgement of Understanding form is voluntary and that I have not been coerced into signing this document.

Signature Colleen M. Castille
Date 9/12/2013

Printed name Colleen M. Castille



DRIVER RECORD SERVICE REPORT FOR FLORIDA

304208057

REPORT DATE	REQUESTOR	ACCT#	SEQUENCE#	BILL CODE	PAGE
07/09/2013	TKW	109792	573715468	000	1

NAME/ADDRESS	LICENSE NUMBER	LICENSE CLASS	STATUS
COLLEN MARGUERITE CASTILLE	[REDACTED]	E	ELIGIBL
[REDACTED]	[REDACTED]	A	
ISSUED	EXPIRES	VER DESCRIPTION	
04/13/2011	04/09/2019	Gender: F Height: 5'04	

REPORT PREPARED FOR	COMMENT
CITY OF PENSACOLA, HUMAN RESOURCES PO BOX 12910 PENSACOLA, FL 32521-0001	

This report is generated for employment purposes only and may not be used for any other purpose. The use and dissemination of the report and information in it must comply with your iIX agreement and the Fair Credit Reporting Act, the Driver's Privacy Protection Act, and any applicable state statute(s). The data in the report from the applicable state agency or service bureau is provided through iIX "as is."

MISCELLANEOUS AND STATE SPECIFIC INFORMATION

REQUESTED AS: COLLEN CASTILLE DOB: [REDACTED] LICENSE: [REDACTED]
 PERS:01: ELIGIBLE ELIGIBL E 0413201104092019 A
 LIC CLASS: E DESC: OPERATOR
 LIC STATUS: ELIGIBLE
 LIC ISSUED: 04/13/2011
 LIC EXPIRES: 04/09/2019
 LIC RESTR: A DESC: CORRECTIVE LENSES
 EXAMS TAKEN, VISION=1 RD SIGN=1 RD RULES=0 DRIVE=0 MC RULES=0 MC SKILL=0
 ORIGINAL ISSUE DATE: 11/06/74
 06/19/12 REPLACEMENT LICENSE ISSUED BATCH NO: B70
 NO ENTRY WITHIN THE PAST 7 YEARS AGAINST RECORD IN ABOVE NAME
 ** BLOCK PERSONAL INFORMATION **
 ** BLOCK FOR MAILING LIST **
 ** THIS PERSON HAS A DIGITAL IMAGE **
 ** THIS PERSON HAS A REAL ID **
 NOTE Request match analysis: dl=Y, ln=Y, fn=N, dob=Y

DRIVING RECORD HISTORY

TYPE	VIOL/SUS	CONV/REI	DESCRIPTION	CODE	POINTS	SVC	SCORE
** CLEAR RECORD **							

If you are an iIX Customer, and have
 iIX
 1716 Briarcrest Dr Ste 200
 Bryan, TX 77802
 Telephone: 1-800-683-8553

Refer Consumer to:
 iIX-FCRA
 1716 Briarcrest Dr Ste 200
 Bryan, TX, TX 77802
 Telephone: 1-866-560-7015

*** END OF REPORT ***



www.lix.com
(800) 683-8553

Criminal SuperSearch Results

573715469

REPORT DATE	REQUESTOR	ACCT#	SEQUENCE#	REPORT ID	BILL CODE	PAGE#
07/09/2013	TKW	109792	573715469	H79201317920070	000	1

REQUESTED SUBJECT NAME	SSN	DATE OF BIRTH
COLLEN CASTILLE	[REDACTED]	[REDACTED]

REPORT PREPARED FOR	COMMENT
CITY OF PENSACOLA, HUMAN RESOURCES PO BOX 12910 PENSACOLA, FL 32521-0001	

This report has been generated for employment purposes only, and may be used solely as a factor in evaluating the named individual for employment, promotion, reassignment or retention as an employee and not for any other purpose. The use and dissemination of this report and the information contained therein must be in accordance with your agreement with iiX and in compliance with the Fair Credit Reporting Act and any applicable federal or state statutes. iiX does not warrant or guarantee the accuracy or completeness of the information provided. A validated SSN only indicates that it has been verified against information provided by the Social Security Administration. It does not verify that the SSN belongs to the subject of the search. Proper use of this report and final verification of the named individual's identity is the user's sole responsibility.

A search of our database yields no records for the subject.

If you are an iiX Customer, and have questions contact:

iiX
1716 Briarcrest Dr Ste 200
Bryan, TX 77802
Telephone: 1-800-683-8553

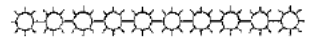
Refer Consumer to:

IntelliCorp Records Inc. - An ISO Company
3000 Auburn Drive, Suite 410
Beachwood, OH 44122
Telephone: 1-216-450-5200

*** END OF REPORT ***

EMPLOYEE QUESTIONNAIRE

In order to keep current and accurate employee information, we would like each employee to complete the following questionnaire.



Name Colleen M Castille

Address [Redacted]

City [Redacted] State [Redacted] Zip [Redacted] County [Redacted]

Social Security [Redacted] Sex F Nickname —

Date of Birth [Redacted] Race Caucasian

Classification Title City Administrator

Department — Division —

Highest Grade Completed (please circle one) 1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 16+

Colleen M Castille
Employee Signature

9/13/2013
Date

CITY OF PENSACOLA GENERAL OPERATING GUIDELINES
INJURY REPORTING

I have read and understand to General operating guidelines for injury reporting for the City of Pensacola

Signature: Colleen M Costille

Date: 9/13/2013

Name (Print) Colleen M Costille

Department: Mayor's ofc

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**CITY OF PENSACOLA
NEW EMPLOYEE ORIENTATION PROGRAM
INVENTORY SHEET**

- I. Civil Service [?]
 - a. Civil Service Act Handbook
- II. Employee Information
 - a. Employee Handbook
 - b. Drug and Alcohol Policy
 - c. Harassment / Discrimination Policy
 - d. Vehicle Use Policy
 - e. City Council information
- III. Human Resource Information
 - a. Safety in the workplace
 - i. Worker's Compensation Memorandum
 - b. City Clinic
- IV. Employee Benefit Information
 - a. Leave
 - i. PTO
 - ii. Leave Sharing
 - iii. Anniversary Day
 - iv. Holidays
 - b. Insurance
 - c. Flexible Benefit Plan
 - d. Retirement Health Savings Plan
- V. New Employee Forms/Cards/Brochures
 - a. W-4
 - b. Employee Questionnaire
 - c. Outside Employment Form
 - d. United Way
 - e. Employee Identification Form
- VI. Retirement Information
 - a. TROWE Price
 - b. Nationwide Retirement Solutions
 - c. Deferred Compensation Plans
 - i. Social Security Replacement Plan (Police)
 - ii. Deferred Compensation Plan - Voluntary (FRS Members, Cadets, and Fire only)
 - d. Defined Benefit Plans
 - i. Florida Retirement System (FRS)
 - ii. Police Officers Retirement Fund (sworn officers only)
 - iii. Firemen's Relief and Pension Fund (uniformed fire only)

I hereby acknowledge that the above information was explained to me as part of the New Employee Orientation Program and was included in my New Employee Orientation Packet that has been provided to me upon my employment with the City of Pensacola.

Colleen M. Costello
Employee Signature

9/13/2013
Date

PENSACOLA

Technology Resources Policy

By signing below, I agree to the following terms:

- (i) I have received and read a copy of the City of Pensacola Technology Resources Acceptable Use Policy and understand and agree to the same;
- (ii) I understand and agree that any software and hardware devices provided to me by the City remain the property of the City;
- (iii) I understand and agree I am not to modify, alter, or upgrade any software programs or hardware devices provided to me by the City of Pensacola without the permission of the Technology Resources Division;
- (iv) I understand and agree that, if I leave the City for any reason, I shall immediately return to the City the original and copies of any and all software, computer materials, or computer equipment that I may have received from the City that is either in my possession or otherwise directly or indirectly under my control;
- (v) I understand and agree I must make reasonable efforts to protect all City provided software and hardware devices from theft and physical damage.

Colleen M. Castille
Employee Signature

Colleen Castille
Employee Printed Name

Mayor's office
Employee/Department/Division

9/13/2013
Date

PLEASE SIGN THE FOLLOWING ACKNOWLEDGEMENT
RETURN TO EMPLOYEE SERVICES
THIS WILL BE PLACED IN YOUR PERSONNEL FILE

City of Pensacola
Vehicle Use Agreement

I acknowledge that I have received a copy of the Vehicle Use Policy and that I have read the policy and understand my rights, responsibilities and agree to abide by the provisions contained therein. I understand that any special circumstance requiring deviation from this policy must be requested in writing and approved by the City Manager, Assistant City Manager or Department Director before making such deviation.

Colleen M. Castillo

PRINT NAME: Authorized Employee Driver


Colleen M. Castillo

SIGNATURE: Authorized Employee Driver

9/13/2013
Date




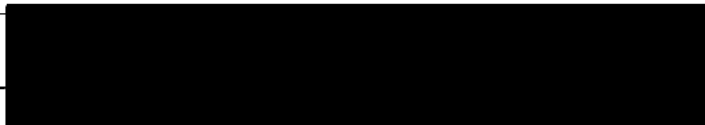
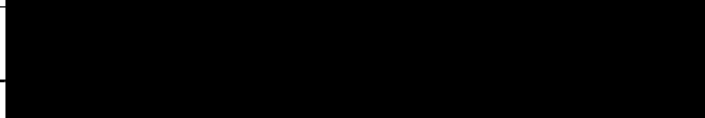
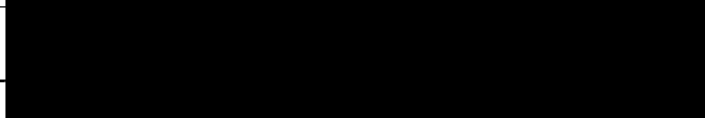
CITY OF PENSACOLA
IDENTIFICATION CARD INFORMATION

(PLEASE PRINT)

EMPLOYEE NAME: Colleen M. Castille
SOCIAL SECURITY #: 
EMPLOYMENT DATE: 9-3-2013
DEPARTMENT: Office of the Mayor

PERSON TO NOTIFY IN CASE OF EMERGENCY

PRIMARY CONTACT:

NAME: 
RELATIONSHIP: Spouse
ADDRESS: 
CITY, STATE, ZIP CODE: 
PHONE #:  (HOME)
 (WORK)
 (CELL)

OTHER CONTACT:

NAME: Kathy Henley
RELATIONSHIP: Sister
ADDRESS: 518 Short Street
CITY, STATE, ZIP CODE: Tallahassee, FL 32308
PHONE #: 850-224-1517 (HOME)
8 (WORK)
850-524-5378 (CELL)