

June 7, 2024



Mr. Ozzy Gibson
[REDACTED]

Dear Ozzy,

It is with great pleasure that I write setting forth the terms of our offer to you of employment with the Transit Authority of River City ("TARC"). Please be advised that this offer shall expire by the close of business on June 7, 2024.

If you accept our offer, you will join TARC as Executive Director, reporting to the Board of Directors, with a start date of June 7, 2024. You will serve at the pleasure of the Mayor of Louisville Metro Government on an at will basis, and it is expected that you will perform all duties required in your position as Executive Director in good faith and to the best of your abilities.

Compensation and Benefits. Your compensation in the position of Executive Director will consist of an annual salary of Two Hundred Twenty-Five Thousand Dollars (\$225,000). You will receive a raise each January 1 in which you serve as TARC Executive Director that is commensurate with what other non-union employees receive, but no less than \$5,000 annually. In addition, your salary and performance will be reviewed by the Board, with input from the Mayor, annually and may be further adjusted, notwithstanding the increase as set forth directly above. In addition, you will be provided with all benefits applicable to non-union employees of TARC in accordance with TARC's policies, unless such benefit is otherwise directly addressed in this letter below:

- **Vacation.** You will be entitled to roll over 240 hours of vacation from Louisville Metro Government. You shall be entitled to 6 weeks of vacation annually. You may carry over from year to year up to 560 hours of vacation. You may only be paid out from TARC on vacation earned while at TARC and in accordance with TARC policy.
- **Sick.** You will be entitled to roll over 500 hours of sick time from Louisville Metro Government. You will accrue sick time as any other non-union employee. You may only sell back to TARC the number of sick days that you accumulate while at TARC.
- **Vehicle.** A TARC automobile will be provided to you for use in connection with business travel and commuting to and from work. If you use the vehicle for any other purpose than previously described, you must have personal insurance for such vehicle. You may take the vehicle up to 65 miles from the boundary limits of Louisville, Kentucky.

TransitAuthorityofRiverCity|1000W.Broadway,Louisville,KY40203

www.ridetarc.org | phone 502.585.1234 | TTY 502.213-3240 |



- Termination of Employment. Upon your termination of employment or requested resignation from TARC for any reason other than just cause, you shall receive six months of salary from the date of such termination or resignation. For purposes of this provision, "just cause" means you have been found by clear and convincing evidence to have committed one of the following: (1) violation of TARC's Code of Conduct, (2) theft, (3) fraud, (4) failure to report any arrest and/or conviction for criminal activities, (5) sexual harassment or discrimination, (6) disclosure of confidential information, (7) commission of violence or threat of violence, (8) violation of TARC's drug and/or alcohol policy, and/or (9) conviction for any felony.

You agree to abide by and be subject to all policies applicable to TARC employees.

Please indicate your acceptance of this offer by signing the attached below and returning it to me personally by hand delivery or to the following address:

tsmith@ridetarc.org

If you have any questions about the information in this letter, please do not hesitate to contact me. My colleagues, the Board of Directors, and the Louisville community look forward to your acceptance of this offer, and we welcome the contributions we know you will make to TARC and the community at large.

Sincerely,



Ted R. Smith, Chair
Transit Authority of River City

Your signature below indicates your acceptance of this offer and its terms, which becomes final after your successful completion of a criminal background check, financial credit check, and drug and alcohol test.

Agreed to and accepted by:

Signature: OB

Printed Name: OB Gibson

Date: 6/7/2024

Transit Authority of River City | 1000 W. Broadway, Louisville, KY 40203

