

## RESIGNATION AGREEMENT

THIS AGREEMENT was made and entered into this 3rd day of January, 2018, by and between Ricardo Fernandez (hereinafter referred to as "Fernandez") and the City of Tallahassee (hereinafter referred to as "City") and is based upon good and sufficient consideration between the parties, the receipt of which is hereby acknowledged.

WHEREAS, Fernandez, pursuant to Section 24 of the Tallahassee City Charter holds office at the pleasure of the City Commission in the position of City Manager; and

WHEREAS, in accordance with the provisions of Section 4 of Fernandez's Employment Agreement made and entered into on December 9, 2015, (effective and retroactive to November 21, 2015) Fernandez has determined that it is in the City's best interest for him to resign his employment in a manner which will permit the City Commission to effect a smooth and orderly transition to a new City Manager; and

WHEREAS, the City Commission recognizes Fernandez's outstanding contributions to the City of Tallahassee for the past 29 years but agrees that it is in the City's best interest to accept Fernandez's resignation and provide some severance pay and benefits; and

WHEREAS, the parties hereto desire to fully and finally set forth their agreements concerning Fernandez's resignation from employment and provide a written memorandum of pay and benefits to which Fernandez is entitled. This Resignation Agreement supersedes the Fernandez Employment Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Effective Date. This Agreement shall take effect upon approval by the City Commission and signature by Fernandez. Fernandez shall sign this Agreement prior to the meeting of the City Commission scheduled for January 3, 2018, at 9:00 a.m. Prior to that time, Fernandez will tender a letter of resignation with an effective date of January 3, 2018, which will

be contingent upon approval by the City Commission of this Resignation Agreement. In the event this Resignation Agreement is not approved by the City Commission, the resignation letter shall be deemed to be withdrawn and of no force and effect.

2. Date of Resignation. Fernandez does hereby tender his resignation from employment as City Manager effective at the time the City Commission approves this Agreement on January 3, 2018. If this Agreement is not approved, it is void in its entirety.

3. Severance Pay and Benefits. The parties agree under this Resignation Agreement, Fernandez shall be entitled to 18 weeks of salary (at the rate of pay as of January 3, 2018, including the increase in salary as a result of Fernandez's most recent annual performance evaluation for the evaluation period October 2016 through September 2017) and certain benefits. Benefits provided as part of this Resignation Agreement shall be those benefits specifically outlined below but shall not include a provision of an automobile, or automobile allowance, shall not include the continued accrual of sick and personal leave after January 3, 2018, shall not include any payment of professional dues or subscriptions or monies for professional development or general expenses.

As to other benefits allowed and payable under this Resignation Agreement:

- (1) Personal leave as accrued through January 3, 2018;
- (2) Sick leave as accrued through January 3, 2018, paid out pursuant to City Policy and Procedures;
- (3) Up to \$8,000 reimbursement for life insurance or disability insurance paid by Ricardo Fernandez to his insurance carrier prior to January 31, 2018;
- (4) Prorated amount of annual maximum IRS 457 account and prorated amount of additional \$6,000 annual contribution to IRS 401 account for 18 weeks from the date of execution of this Agreement.

4. City of Tallahassee Retirement System. Fernandez shall be covered by the normal City Retirement System (defined benefit plan, IRS 401(k) plan, IRS 457 plan), and entitled to all benefits provided therein as though Fernandez were a vested employee electing retirement.

5. Future Expenses. The parties agree that in the event Fernandez is required or requested to appear on behalf of the City of Tallahassee in any judicial, administrative or other type of proceeding or meeting, in addition to any witness fee or mileage reimbursement required by law to be paid to him, Fernandez shall be paid an amount equal to his hourly rate of pay, based upon his salary at the time of the effective date of his resignation, for each hour or portion of an hour that his attendance on behalf of the City of Tallahassee is required or requested and shall be reimbursed reasonable and customary expenses in accordance with the City's Policies and Procedures.

6. Duty to Defend and Indemnity. In the event there is any litigation initiated or pending against the City of Tallahassee or Fernandez relating to Fernandez's performance of his duties as City Manager, the parties agree that the City of Tallahassee shall provide defense counsel and indemnify and hold Fernandez harmless from any damages, litigation expenses and costs which he may incur as a result of any legal action against him arising from his performance of duties as City Manager in accordance with City of Tallahassee Resolution No. 86-R-1454. In the event there is a legal conflict of interest between the City's initially selected counsel in connection with its representation of Fernandez, the City shall select alternate private counsel in keeping with current practice.

7. Pending Ethics Case. There is an open case filed against Ricardo Fernandez currently pending at the Florida State Commission on Ethics. Fernandez has selected his own

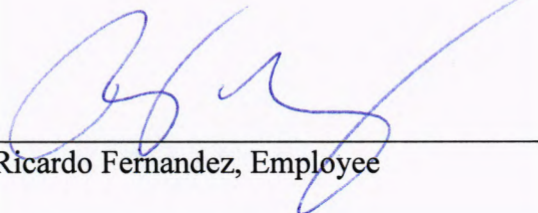
counsel in that case. The City agrees to reimburse some or all of his attorney fees if he prevails in accord with Commission Policy 103. The parties acknowledge that case will not be resolved before the effective date of Fernandez's resignation.

8. Dispute Resolution. In the event any dispute arises concerning the application, interpretation or enforcement of this Agreement, the parties agree that all recourse shall be available by arbitration conducted by the American Arbitration Association, or a similar arbitration organization as agreed to by the Parties. The costs of such arbitration shall be split by the parties, and the parties hereby agree that only one (1) arbitrator shall be retained to conduct any arbitration. The parties agree that they will attempt in good faith to settle any such disagreement before arbitration.

9. Releases. The Parties shall execute the Releases attached hereto as **Exhibit "A"** which shall be incorporated by reference herein.

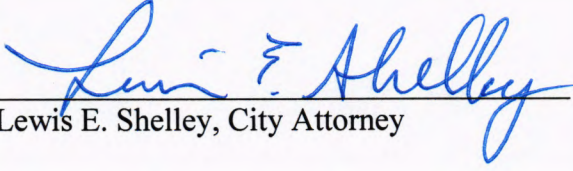
10. The undersigned, as City Attorney, represents that he has negotiated this Agreement with the employee, in good faith and pursuant to authority granted him by the City Commission, and by his signature below hereby recommends that the City Commission accept Employee's resignation and authorize the Mayor to execute this Agreement on behalf of the City.

IN WITNESS WHEREOF, the parties have executed two original copies of this Agreement effective this 2nd day of January, 2018.



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Ricardo Fernandez, Employee



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Lewis E. Shelley, City Attorney

Approved by City Commission

By: \_\_\_\_\_  
Andrew D. Gillum  
Mayor

Attest:

Approved as to Form:

By: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

By: \_\_\_\_\_  
Lewis E. Shelley  
City Attorney

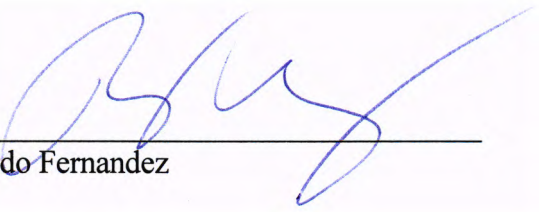
**GENERAL RELEASE**

To all whom these Presents shall come or may concern, Greeting:

Know Ye That Ricardo Fernandez, for and in consideration of the execution of the Resignation Agreement, and other good and valuable consideration, the receipt whereof is hereby acknowledged, remised, released and forever discharged and by these presents do for their heirs, executors and administrators remise, release and forever discharge the City of Tallahassee and any of its employees, officials, or agents from any and all manner of action and actions, cause and causes of action, suits, damages, judgments, executions, claims for personal injuries, property damage and demands whatsoever, in law or in equity, which ever had, now have or which their heirs, against the City of Tallahassee and any of its employees, officials, or agents for, upon, or by reason of, any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents and particularly, but without in any manner limiting the foregoing.

It is further agreed that there are no collateral or outside agreements of any kind between the parties hereto, except that certain Resignation Agreement, and that the execution and tender of the Resignation Agreement shall be considered in accord and satisfaction of a disputed claim.

IN WITNESS WHEREOF, Ricardo Fernandez has hereunto set his hand and seal this 20th day of January, 2018.

  
\_\_\_\_\_  
Ricardo Fernandez

**GENERAL RELEASE**

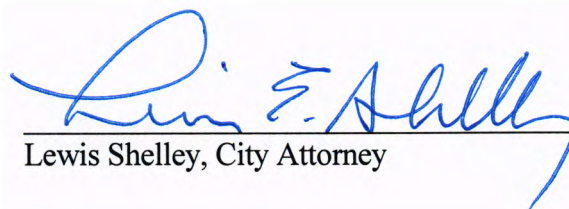
To all whom these Presents shall come or may concern:

Know Ye That The City of Tallahassee, for and in consideration of the execution of the Resignation Agreement, and other good and valuable consideration, the receipt whereof is hereby acknowledged, remised, released and forever discharged and by these presents do for their heirs, executors and administrators remise, release and forever discharge Ricardo Fernandez, and from any and all manner of action and actions, cause and causes of action, suits, damages, judgments, executions, claims for personal injuries, property damage and demands whatsoever, in law or in equity, which ever had, now have or which their heirs, against Ricardo Fernandez for, upon, or by reason of, any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents and particularly, but without in any manner limiting the foregoing.

It is further agreed that there are no collateral or outside agreements of any kind between the parties hereto, except that certain Resignation Agreement, and that the execution and tender of the Resignation Agreement shall be considered in accord and satisfaction of a disputed claim.

IN WITNESS WHEREOF, The City of Tallahassee, by and through Lewis Shelley, as City Attorney for the City of Tallahassee will full authority, has hereunto set his hand and seal this 2nd day of January, 2018.

The City of Tallahassee

  
Lewis Shelley, City Attorney