

CITY ATTORNEY EMPLOYMENT AGREEMENT

This agreement made and entered into as of this _____ day of _____, 2018, by and between the City of Tallahassee, Florida, a municipal corporation, hereinafter called the “City” as party of the first part and Cassandra K. Jackson, hereinafter called “Employee,” as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Cassandra K. Jackson as City Attorney of the City of Tallahassee as provided by Section 29 of the Charter of the City of Tallahassee; and,

WHEREAS, it is the desire of the governing body of the City of Tallahassee, hereinafter called the “City Commission” to provide certain benefits, to establish certain conditions of employment, and to establish working conditions of said Employee; and,

FURTHER WHEREAS, Employee desires to accept the employment as City Attorney of the City of Tallahassee in lieu of other employment opportunities available to her.

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

Section 1. Duties

The City agrees to employ Cassandra K. Jackson as City Attorney of the City of Tallahassee, to perform the functions and duties specified in the City Charter and the Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

Section 2. Term

The Employee agrees to be available for work full time no later than March 1, 2018, which shall be deemed the Employment Date. The term of this Agreement shall be for an initial period of five (5) years commencing on the Employment Date and ending five (5) years later, which shall be the Initial Term. This Agreement shall be automatically renewed at the expiration of the Initial Term for an additional two (2) years unless notice that the Agreement shall not be renewed is given by the City or by the Employee at least six (6) months before the expiration of the Initial Term. Successive renewal terms of two (2) years each will commence automatically upon the expiration of the prior renewal term unless terminated in the same manner as provided in the Initial Term or otherwise terminated in accordance with the provisions of this Agreement. In the event the Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of the Initial Term or any renewal unless Employee voluntarily resigns, subject to the provision set forth in Section 4.

This Agreement shall be effective and retroactive to March 1, 2018, upon its execution by both parties and the Employee shall report for duty as City Attorney of the City of Tallahassee not later than the date this Agreement is fully executed.

Section 3. Termination and Severance Pay

- A. In the event the Employee is terminated from employment during the term of this Agreement and the Employee is able to perform the duties of City Attorney, a termination of convenience, then in that event the City agrees to Employee severance pay as provided herein. However, in the event the Employee is terminated because of conviction of any illegal act involving personal gain or misconduct as defined in Florida

Statutes, Section 443.036(29), then, the City shall have no obligation to pay severance designated in this section. The City shall provide the Employee with two (2) months' notice of termination and allow the Employee appropriate time and opportunity to seek alternative employment during the notice period. The City may at its option, pay salary and benefits in lieu of all or a portion of the notice period.

- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or other enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that materially changes the role, powers, duties, authority, and responsibilities of the office of City Attorney the Employee shall have the right to declare that such amendments constitute termination. She shall do so in writing. Any action to declare this Agreement terminated for reasons set forth in this paragraph B. shall be made within sixty (60) days of the effective date of any such change or amendment and shall be deemed a termination for convenience.
- C. If the City, at any time during the employment of said Employee, reduces the salary or other financial benefits of Employee in greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Employee herein, then in that event, the Employee may at her option be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision.
- D. In event of termination as provided in A., B., or C. above, and in keeping with Florida Statutes, Section 215.425, the Employee shall be

entitled to twenty (20) weeks salary and benefits. Severance pay shall not be provided should the Employee be terminated for misconduct, as defined in Florida Statutes, Section 443.036(29), by the City. The benefits provided as a part of separation shall be those benefits that the Employee has at the time of separation but shall not include the provision of an automobile or automobile allowance, nor shall it include the payment of IRS 457 contributions or continued accrual of sick or personal leave. The twenty (20) weeks salary and benefits shall be an entitlement accrued under conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment.

- E. Upon the approval of a written separation agreement that would provide for a voluntary resignation by the Employee, the resignation shall be effective upon the effective date of such written agreement. A separation pursuant to this section shall be characterized in all respects as a voluntary resignation and, for the purpose of this Agreement, to be deemed a termination for convenience.

Section 4. Resignation

In the event the Employee voluntarily resigns her position with the City, the Employee shall provide a minimum of thirty (30) days' notice unless the City and the Employee agree otherwise.

Section 5. Salary

The City agrees to pay Employee for her services rendered pursuant hereto at a beginning base salary of \$203,528 annually. The City agrees to increase said base salary and/or other benefits of Employee (as allowable by law) in such amounts and to such an extent that the City Commission may determine that it is

desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given generally.

Section 6. Automobile

The Employee shall have the exclusive and unrestricted use, at all times during her employment with the City, of an automobile provided her by the City. The City shall be responsible for paying the purchase price, operation, maintenance, repair, and regular replacement of said automobile. The Employer shall purchase automobile insurance coverage of the types and amounts specified by City policy.

Section 9. General Expenses

The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Director of Financial Services is hereby authorized to approve disbursement of such monies upon receipt of duly executed expense or petty cash voucher, receipts, statements, or personal affidavits. Nothing in this paragraph shall prevent the City Commission from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all executive management employees.

Section 10. City of Tallahassee Pension Plan

The Employee shall be covered by the normal City Pension Plan.

Section 11. Deferred Compensation

The City agrees to execute appropriate documents as necessary for the establishment, implementation and payment of a deferred compensation program for the Employee in accordance with this Section. The City will contribute on behalf of the Employee into an IRS 457 account the maximum amount annually

allowable under the Internal Revenue Code. Such contributions shall be made throughout the year in twenty-six (26) equal payments, commencing on the effective date of this Agreement. The contributions payable pursuant to this Section shall be considered as base salary for determining Employee's pension benefits at the time of her retirement pursuant to the City Retirement System, as referenced in Section 10 above.

Section 12. Other Benefits

Except as specifically provided for herein, the Employee shall be provided at least the same benefits provided to executive management staff of the City.

Section 13. Performance Evaluations

The City will evaluate the performance of the Employee each year. This review and evaluation shall follow criteria and procedures determined by the City Commission. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for the Employee to take affirmative action to address weaknesses and areas needing improvement.

Section 14. Other Terms and Conditions of Employment

The City Commission shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the terms of this Agreement, the City Charter, and any other law.

All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they

now exist or hereafter may be amended, also shall apply to the Employee as they would to other executive management level employees of the City in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

The Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded other executive management employees, including provisions governing accrual and payment thereof on termination of employment.

Section 15. General Provisions

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the Benefit of the heirs at law and executors of Employee.

This Agreement shall become effective and be deemed retroactive to March 1, 2018, upon its execution.

If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

No alteration, modification or amendment of this Agreement shall be effective unless contained in writing, executed between the Employee and the City.

In the event of a dispute relating to this Agreement, the prevailing party shall be entitled to all costs, disbursements and attorneys' fees incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the City of Tallahassee has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Treasurer-Clerk, and the Employee has signed and executed this Agreement, both in duplicate, this _____ day of _____, 2018.

Cassandra K. Jackson, Employee

Andrew D. Gillum, Mayor

Attest:

Witnesses:

James O. Cooke, IV
City Treasurer-Clerk

Witnesses:

APPROVED AS TO FORM:
