

**RESOLUTION 21-12 B**

**A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF SPRING HILL AND PAMELA CASKIE**

**WHEREAS**, a vacancy exists in the office of the City Administrator for the City of Spring Hill, Tennessee; and

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen has approved the appointment of an interim City Administrator, Pamela Caskie; and

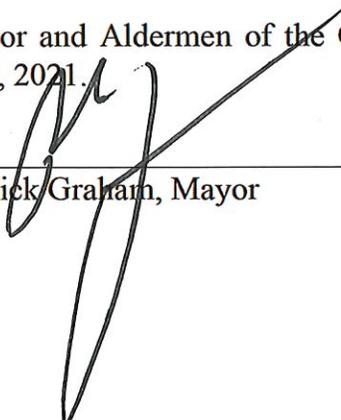
**WHEREAS**, it is the desire of the Board of Mayor and Aldermen to provide certain benefits, establish certain conditions of employment and to set working conditions of the Interim City Administrator, and

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE BOARD OF MAYOR AND ALDERMEN SHALL EXTEND TO PAMELA CASKIE THE EMPLOYMENT AGREEMENT ATTACHED HERETO.**

**BE IT FURTHER RESOLVED** that all resolutions and partial resolutions in conflict here would be and at the same hereby are repealed or modified as the case may be.

**BE IT FURTHER RESOLVED** this Agreement shall remain in full force and effect from February 1, 2021, ("Effective Date") until July 31, 2021.

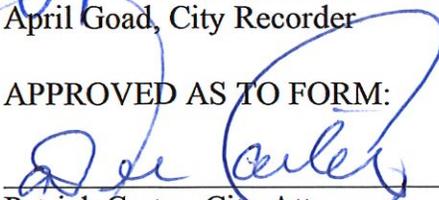
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 29<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**EMPLOYMENT AGREEMENT  
CITY OF SPRING HILL INTERIM CITY ADMINISTRATOR**

This Agreement, made and entered into February 1, 2021, by and between the City of Spring Hill, State of Tennessee, a municipal corporation, hereinafter referred to as "Employer" and PAMELA S. CASKIE, hereinafter referred to as "Employee".

**1. Duties and Authority.**

The City of Spring Hill, Tennessee, agrees to employ Pam Caskie as Interim City Administrator to perform the functions and duties as currently specified in the Spring Hill Charter, applicable ordinances, the Spring Hill Municipal Code and Tennessee Code Annotated, Section 6-4-101. Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Mayor and Aldermen may from time to time assign.

Employee will provide monthly updates to the Board of Mayor and Aldermen related to all City departments and functions. Such updates should be provided in written form. Additional information may be requested by the Board of Mayor and Aldermen from time to time.

Employee will at all times faithfully and industriously, and to the best of Employee's ability, experience and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer. Employee's terms and conditions of employment shall be additionally governed by the Personnel Policy of Employer.

**2. Term of Employment.**

This Agreement shall remain in full force and effect from February 1, 2021, ("Effective Date") until July 31, 2021.

Either Employee or Employer may terminate this Agreement at any time for any reason with or without cause upon fifteen (15) days' written notice.

Termination of this Agreement shall be complete upon the terminating party tendering to the other party written notice of her/its intent to terminate this Agreement.

**3. Benefits.**

The Employee shall be entitled to receive any benefits other employees of Employer regularly receive if she so qualifies and chooses.

**4. Vacation and Sick Leave.**

Employee shall receive ten (10) vacation days and up to six (6) days sick leave during the term of this contract. Unused vacation and sick days shall otherwise have no value in the event of an early termination of this contract.

**5. Expenses.**

Employee will be reimbursed by Employer for all expenses reasonably and necessarily incurred by her in furtherance of her duties and the business of the City of Spring Hill, not exceeding the amount budgeted therefor each year in the appropriate account.

**6. Professional Development.**

The Employer will pay the cost of the Employee's membership in the Tennessee City Management Association (TCMA) and the International City/County Management Association (ICMA). The Employer will also pay for the Employee's attendance at the annual TCMA conference.

Employer will pay for reimbursable travel and subsistence expenses of Employee for short courses, institutes and seminars held within the State of Tennessee that are necessary for her professional development and for the good of the Employer.

**7. Other Employment.**

Employee shall devote substantially all of Employee's time, attention, knowledge and skills solely to the business and interest of Employer, however, the City acknowledges that Employee has a private consulting business that may from time to time require time and attention that shall not interfere or compete with the interests of the City.

**8. Compensation.**

Employer agrees to pay to Employee an annualized base salary of \$145,000.00 payable in installments at the same time that other employees of the Employer are paid.

**9. Employee's Inability to Contract for Employer.**

Unless permitted in the Employer's Purchasing Manual or as otherwise permitted herein, Employee must not make, enter or execute any contract or other commitments, whether written or orally made, for or on behalf of Employer without first obtaining the express consent, through ordinance or resolution of the Board of Mayor and Aldermen.

In the event that Employee enters into any agreement or pays any funds under the control of the Employer which has not been specifically approved by ordinance or resolution, or is otherwise permitted in the Employer's Purchasing Manual, the Employee hereby agrees to defend,

indemnify and hold harmless the Employer for any costs or damages incurred by the Employer in connection with such unauthorized agreement, commitment or payment.

**10. Covenants of Employee.**

Upon Employee's termination of employment with Employer, either by expiration of this Agreement or otherwise, Employee shall not be entitled to keep or preserve the records, documents or other instruments of Employer and agrees to return all documents, records and other instruments to Employer regarding the business and operations of the City of Spring Hill.

**11. Amendments.**

This Agreement must only be amended by the written mutual consent of the Employer and the Employee.

**12. Notice.**

Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Employer: City of Spring Hill, Tennessee  
ATTN: Mayor  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
809 South Main Street, Suite 100  
Columbia, TN 38401

Employee: Pam Caskie  
[Pcaskie@abryteidea.com](mailto:Pcaskie@abryteidea.com)

**13. Effective Date and Severability.**

This Agreement contains the entire understanding concerning the employment arrangement between Employee and Employer and shall, on the herein recited Effective Date, supersede all prior agreements between the parties. It is further agreed that neither party has made any representations with respect to the subject matter of this Agreement not specifically included in this Agreement nor has either party relied on any such representation in entering into this Agreement.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**14. Venue and Jurisdiction.**

This Agreement shall be interpreted in accordance with Tennessee law and the venue for any dispute between the parties shall be in the Circuit Court for Maury County, Tennessee.

IN WITNESS WHEREOF, the City of Spring Hill, Tennessee, has caused this Agreement to be signed and executed on its behalf by and through its Board of Mayor and Aldermen and duly attested by the City Recorder, and the Employee has signed and executed this Agreement in duplicate.

EMPLOYEE



\_\_\_\_\_  
PAM CASKIE, Employee

CITY OF SPRING HILL, TENNESSEE



\_\_\_\_\_  
RICK GRAHAM, Mayor