

RESOLUTION 21-94

**A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT
BETWEEN THE CITY OF SPRING HILL AND PAMELA S. CASKIE**

WHEREAS, the Board of Mayor and Aldermen desires to enter into an employment contract with Pamela S. Caskie; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen that Ms. Caskie serve as the City Administrator and as a result of that desire hereby offers an employment contract commencing July 1, 2021, and terminating on June 30, 2024, a copy of which is attached hereto as Exhibit 1 and is incorporated herewith as if specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Board of Mayor and Aldermen shall enter into an Employment Contract with Pamela S. Caskie, attached hereto, and the Mayor is hereby authorized to execute said Employment Contract on behalf of the City.

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RESOLVED, that all resolutions and partial resolutions in conflict herewith would be and that the same hereby are repealed or modified as the case may be.

BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its adoption, welfare demanding it.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on June 21, 2021.



JIM HAGAMAN, Mayor

ATTEST:



APRIL GOAD, City Recorder



PATRICK M. CARTER, City Attorney



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

This Agreement, made and entered into 6-21-, 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.

Employer agrees to employ Employee as 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 July 1, 2021, ("Effective Date") until June 30, 2024.

Either Employee or Employer may terminate this Agreement at any time for any reason without cause upon six (6) months' notice. In lieu of providing Employee six (6) months' notice for termination without cause, Employer may pay to Employee a severance payment equal to six (6) months' salary at the rate of pay earned by the Employee at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by the Employee and Employer. The Employee shall also be compensated, at the rate of pay earned by the Employee at the time of her termination, for vacation leave, not exceeding one hundred sixty (160) hours.

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. Termination for Cause.

This Agreement may be terminated by the Employer upon a finding that:

- (a) Employee engages in any unlawful conduct with her duties of employment with Employer, is guilty of any acts of dishonesty in connection therewith, is convicted of a felony, is convicted of a misdemeanor involving moral turpitude or engages in any conduct detrimental to the business of Employer;
- (b) Employee has engaged in actions deemed by the Employer to be conflicts of interest as defined by state law, the City's Personnel Policies and procedures (as may be amended), or the City's Code of Ethics;
- (c) Employee has engaged in actions deemed by the Employer to be gross negligence;
- (d) Employee has engaged in conduct or activities deemed by the Employer to be detrimental to the name and reputation of the City of Spring Hill provided the Employee was given notice of specific allegations of such inappropriate conduct and Employee failed to cure such deficiencies within thirty (30) days;
- (e) If Employee has earned an average rating of a 2 or less on her annual review (See Sections 15 herein); or
- (f) Employee is residing outside the city limits of Spring Hill, Tennessee.

Should the Employee be terminated for any of the reasons enumerated in this section, her severance package shall be limited to reimbursement of actual accrued pay and accrued vacation leave (not to exceed one hundred sixty (160) hours, at the rate of pay earned by the Employee at the time of her termination of employment.

4. Disability.

If the Employee is permanently disabled, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave or family medical leave, the Employer will have the option to terminate this Agreement subject to the severance pay requirement of Section 2 of this Agreement.

5. Vacation.

The Employee shall be entitled to one hundred and sixty (160) hours of vacation time annually.

6. Sick Leave.

The Employee shall be entitled to twelve (12) sick days annually.

7. Life Insurance.

The Employer shall provide or, alternately, reimburse Employee for a life insurance policy with a death benefit equal to one times her annual salary.

8. Vehicle Allowance.

The Employer shall pay Employee a two hundred fifty dollars (\$250.00) allowance per month toward her vehicular-related expenses as Employee will be utilizing her private vehicle in the course and scope of her employment for Employer. Employee's in-state mileage shall not otherwise be reimbursable. Employee's out-of-state mileage shall be reimbursed by Employer at the standard federal mileage reimbursement rate.

9. Moving Allowance.

The Employer shall reimburse Employee documented moving expenses up to ten thousand dollars (\$10,000.00) to facilitate Employee's move from Sevierville, Tennessee.

10. Employment Benefits; Generally.

The Employer will provide the Employee at least the same level of benefits provided to other employees in the City of Spring Hill, including those for health and retirement, and any other benefits provided to other employees of Employer.

11. 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.

12. Residency Requirement.

Employee, as a condition of her continued employment, must reside within the City of Spring Hill as long as she remains the Spring Hill City Administrator.

13. 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 and ICMA conferences.

Employer will reimburse Employee annually in an amount not to exceed Five Hundred (\$500.00) Dollars for Employee's ICMA-CA (Certified City Manager certification) if Employee elects to pursue same.

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

14. Other Employment.

Employee must devote substantially all of Employee's time, attention, knowledge and skills solely to the business and interest of Employer and Employee shall be entitled to all the benefits, profits or other issues arising from or incidental to all work, services and advice of Employee. The Employer acknowledges that Employee has a private consulting business that may, from time to time, require time and attention, but shall not interfere or compete with the interests of the City.

Employee must not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director or shareholder, advisor or employee or in any other capacity in any other entity doing business with Employer.

Nothing contained in this section shall be deemed to prevent or limit the right of Employee to invest any of Employee's money in capital stock or securities of any corporation whose stocks or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prohibit Employee from investing or limit Employee's right to invest Employee's money in real estate, to the extent that such investments do not violate Tennessee law, the Spring Hill Municipal Code, the Spring Hill Municipal Charter or any ordinance passed by the Board of Mayor and Aldermen.

15. Performance Evaluation.

The Employer, through the Board of Mayor and Aldermen, shall review and evaluate the performance of the Employee annually with such evaluation taking place on or about the May 1, but no later than June 1 of each year.

The Employer, through the Board of Mayor and Aldermen, shall review the performance of the Employee utilizing the Evaluation Form attached as Exhibit 1 hereto. Nothing, however, in this section shall be construed as limiting the Employer's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by majority vote of the Board of Mayor and Aldermen.

Annually, the Board of Mayor and Aldermen and Employee shall define such general goals and performance objectives which they determine necessary for the proper operation of the City of Spring Hill and in the attainment of the Board's policy objectives, and shall further establish a relative priority among those various goals and objectives. Such goals and objectives shall generally be attainable within the time limitations as may be specified and the annual operating and capital budgets and appropriations provided.

16. Compensation.

Employer agrees to pay to Employee an annual salary of \$160,000.00 payable in installments at the same time that other employees of the Employer are paid. Employee's salary shall be increased annually on the anniversary of this Agreement, by a two and one-half (2.5%) cost of living adjustment.

17. Employee's Inability to Contract for Employer.

In spite of anything contained in this Agreement to the contrary, 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, the Employee hereby agrees to indemnify and hold harmless the Employer for any costs or damages incurred by the Employer in connection with such unauthorized agreement, commitment or payment.

It is understood and agreed that Employer may withhold any compensation due under Sections Two and Three of this Agreement for reimbursement of such costs or damages.

18. Covenants of Employee.

Employee must not directly or indirectly at any time during her employment with Employer, and for a period of two (2) years after the termination of the Employer-Employee relationship, solicit or attempt to solicit any employee, agent, independent contractor or consultant of Employer to leave employment of Employer. Furthermore, the Employee must not assist or attempt to assist any person, firm or corporation in any way to solicit any employee, agent, independent contractor or consultant of Employer to leave the Employment of Employer.

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.

19. Amendments.

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

20. 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 Jim Hagaman
P.O. Box 789
Spring Hill, TN 37174
jhagaman@springhilltn.org

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

Employee: Pamela S. Caskie
1000 Worthington Lane, Apt. 21-101
Spring Hill, TN 37174
pcaskie@abryteidea.com

21. 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.

22. 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.



PAMELA S. CASKIE, Employee

CITY OF SPRING HILL, TENNESSEE

By: 

JIM HAGAMAN, Mayor

EXHIBIT 1

CITY ADMINISTRATOR EVALUATION

The "City Administrator" position encompasses a multitude of tasks requiring multiple skills. In general, the City Administrator oversees all of the day-to-day operations going on within the city. The Administrator has to be, essentially, all things to all people. Critical skills include the ability to represent the City well at all times, interact with the public, manage employees, and maintain relations with the Board of Mayor and Aldermen. In other words, the City Administrator must possess excellent people skills. Additionally, the City Administrator must have a grasp on the City's finances and be able to facilitate the varied projects and day-to-day operations that are inherent to city government.

Rate the following from 1 (Unacceptable) to 5 (Excellent). If you are unable to respond for any reason, please check "Unable to Respond". Feel free to provide additional comments if necessary. This feedback can be used for constructive criticism of past actions or future goals relevant to the City Administrator position.

1. How would you rate the City Administrator's knowledge of city operations?	1 2 3 4 5	<input type="checkbox"/> Unable to respond
Comment:		
2. How well does the City Administrator interact with the citizenry and maintain positive public relations?	1 2 3 4 5	<input type="checkbox"/> Unable to respond
Comment:		
3. How well does the City Administrator facilitate the implementation of city projects?	1 2 3 4 5	<input type="checkbox"/> Unable to respond
Comment:		
4. How well does the City Administrator understand city finances and maintain budget control?	1 2 3 4 5	<input type="checkbox"/> Unable to respond
Comment:		
5. How well does the City Administrator operate within the varied political influences of the city, county and state?	1 2 3 4 5	<input type="checkbox"/> Unable to respond

Comment:	
6. How effectively does the City Administrator direct and manage subordinate staff and maintain employee relations?	1 2 3 4 5 <input type="checkbox"/> Unable to respond
Comment:	
7. How well does the City Administrator understand the needs and implement the planning, zoning and building standards set by city codes?	1 2 3 4 5 <input type="checkbox"/> Unable to respond
Comment:	
8. When the City Administrator responds to the Board of Mayor and Aldermen requests, how well is the accuracy and timeliness of information provided?	1 2 3 4 5 <input type="checkbox"/> Unable to respond
Comment:	
9. How well does the City Administrator represent the City at outside events?	1 2 3 4 5 <input type="checkbox"/> Unable to respond
Comment:	
10. What is the City Administrator's overall performance?	1 2 3 4 5 <input type="checkbox"/> Unable to respond
Comment:	

If there are any additional issues concerning the City Administrator's performance that have not been addressed in the above questions, please use the space below to provide additional comment as necessary.

Comment:

Signature
Evaluator

Date