

RESOLUTION 24-208

A RESOLUTION TO APPROVE RETIREMENT AGREEMENT

WHEREAS, the current City Administrator, Pamela S. Caskie has announced her intent to retire; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen that Ms. Caskie continue to serve as the City Administrator until her successor is selected and in place; and

WHEREAS, the attached Retirement Agreement succinctly states an agreement between the City and Ms. Caskie that assures the City continuity in operations while the City works to select Ms. Caskie's successor, recognizes the good work completed during Ms. Caskie's tenure and resolves all claims or causes of action either party may have as to the other party.

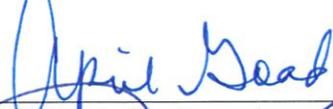
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE SPRING HILL BOARD OF MAYOR AND ALDERMEN APPROVE THE ATTACHED RETIREMENT AGREEMENT AND GRANTS TO THE MAYOR AND CITY ATTORNEY THE AUTHORITY TO EXECUTE AND OTHERWISE EFFECTUATE THE AGREEMENT BY AND BETWEEN THE PARTIES.

Passed and adopted by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, on August 19, 2024.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder



Patrick M. Carter, City Attorney

RETIREMENT AGREEMENT

THIS RETIREMENT AGREEMENT (the "Agreement") is made and entered into effective for all purposes and all respects as of August 19, 2024, by and between THE CITY OF SPRING HILL, TENNESSEE (as represented by its Mayor and Board of Aldermen serving in their official capacity) ("EMPLOYER") and PAMELA S CASKIE ("EMPLOYEE"), together, "the parties".

WHEREAS, EMPLOYEE's employment with the City is ending sooner than her existing contractual end date and the EMPLOYEE intends to retire as opposed to resign; and

WHEREAS, the parties seek to resolve all claims or causes of action which could be asserted by or against either of the parties, and even though the parties deny the basis of any and all such claims or causes of action, if any such existed, the parties desire that this employment relationship ends the date identified in this Agreement; and

WHEREAS, EMPLOYEE is a contract employee, whose contract with the EMPLOYER expires October 31, 2025, and

WHEREAS, the EMPLOYER and EMPLOYEE have mutually agreed to end their contractual relationship earlier than the expiration date of the contract, and

WHEREAS, EMPLOYER has agreed to pay certain consideration to EMPLOYEE in return for this Agreement; and

WHEREAS, EMPLOYER has determined it is in the best interests of EMPLOYER and the citizens of Spring Hill to provide consistency to EMPLOYER's staff and operations and to ensure an orderly transition to EMPLOYEE's ultimate successor; and

WHEREAS, EMPLOYEE has made commitments and promises of acknowledged value to EMPLOYER; and

WHEREAS, each party to this Agreement has made the decision and determination that it or she has sufficient information necessary to enter into and execute this Agreement.

NOW, THEREFORE, for and in consideration of the agreements, covenants, Agreements, and obligations contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. EMPLOYEE agrees to continue to be employed by EMPLOYER and faithfully, professionally, and responsibly conduct her official duties until the first Friday of her Successor's reporting or with a 30 day notice by either party, whichever is sooner.

2. Upon execution of this Agreement by both parties and the fulfillment of all its terms, EMPLOYER agrees to: (i) compensate EMPLOYEE Fifty-nine thousand, five hundred and thirty dollars and fifty-eight cents (\$59,530.58) less statutory deductions, to be paid in a lump sum (the "retirement payment") no later than 30 days following EMPLOYEE's last day of employment; (ii) Compensate EMPLOYEE for each hour of unused annual leave, without regards to any other hour cap at her existing hourly rate of \$85.87, less statutory deductions; (iii) Give EMPLOYEE her City-provided laptop computer and Remarkable device for and in full and complete satisfaction and settlement of any and all claims or causes of action which EMPLOYEE could assert arising directly or indirectly out of, or in any way connected with, based upon, or related to her employment by EMPLOYER or to the termination of that employment, pursuant to or arising under or out of any statute, common law, regulation, and/or ruling, whether federal or municipal. The payment set forth in Exhibit (i) above is calculated as follows: the EMPLOYEE'S annual pay divided by 12 months and then multiplied by 4 to represent four month of salary. The EMPLOYEE agrees and acknowledges that she is entitled to no other retirement

payments or severance benefits and that no payments described here will be made unless and until the provisions of Paragraph 13 below have been complied with.

3. This Agreement is made by the parties to avoid the threat of future litigation and shall never, at any time, for any purpose, be considered as an admission of liability, fault, or responsibility on the part of any party or representative thereof.

4. EMPLOYEE hereby absolutely, unconditionally, and forever releases, acquits, and discharges EMPLOYER and EMPLOYER's representatives, officers, directors, employees, and agents, from any and all actions, causes of action, suits, debts, costs, expenses, damages, losses, claims, liabilities, and demands of any character, nature or kind, whether known or unknown, matured or contingent, liquidated or unliquidated, in law, equity, or otherwise, which any party ever had, now has or can, shall or may have arising from or relating to EMPLOYEE's employment by EMPLOYER and/or the cessation of the employment. This Agreement expressly extends to all claims based on the present and future effects of past acts of EMPLOYER. The general Agreement in this paragraph is intended specifically to include, but is not limited to, all claims or causes of action which any party could, might or may assert arising under any federal, state, or local statute or ordinance providing any remedy, **including, but not limited to**, claims or causes of action arising under Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, the Americans with Disabilities Act, the Equal Pay Act, which prohibits paying men and women unequal pay for equal work, and the Tennessee Human Rights Act.

5. The agreements, covenants, representations, and warranties of the parties set forth in this Agreement shall survive the date of the Agreement and the performance by the parties of any and all obligations under it. All such agreements and covenants shall be binding and enforceable against the parties bound thereby in accordance with their terms.

6. Notwithstanding anything contained in this Agreement to the contrary, nothing herein, expressed or implied, is intended to confer on any person or entity, other than the parties hereto or their respective officers, directors, representatives, employees, agents, successors, heirs, executors, estates and personal and legal representatives, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement.

7. This Agreement constitutes the final written expression of all of the agreements between the parties with respect to the subject matter hereof and is a complete and exclusive statement of those terms. The only consideration for the EMPLOYEE's execution of this Agreement is as set out above, and the EMPLOYEE agrees that no representations, promises or agreements of any kind, other than the express terms of this Agreement, have been made to or with her by any person or entity whatsoever to cause her to sign this Agreement.

8. It is understood and agreed that the payments and any other consideration referred to above shall not be deemed to be an admission of liability by EMPLOYER.

9. EMPLOYEE promises never to file or participate in a lawsuit, arbitration, or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce the rights created by this Agreement, as stated in Paragraph 4 above. If the EMPLOYEE breaches her promise and files or participates in a legal proceeding based on any such related claims, EMPLOYER's obligation to make the payments and benefits referred to in Paragraph 1 above shall terminate immediately, and the EMPLOYEE will (i) repay to EMPLOYER any money paid to her pursuant to this Agreement other than as statutorily required; (ii) pay for all costs incurred by EMPLOYER, including reasonable attorneys' fees, in defending against her claim; and (iii) pay all other damages awarded by a court of competent jurisdiction.

10. EMPLOYEE promises that she will not disparage, debase, or demean EMPLOYER and EMPLOYER's representatives, officers, directors, employees, and agents. EMPLOYER

promises it will not disparage, debase, or demean EMPLOYEE. EMPLOYER promises to provide EMPLOYEE with a neutral reference.

11. EMPLOYEE promises and agrees that she will not seek employment from EMPLOYER in the future.

12. The jurisdiction and venue with regards to enforcement of this Agreement shall be in the state or federal courts for Maury County, Tennessee.

13. The persons who have executed this Agreement represent and warrant that they understand all the terms of this Agreement, that they are duly authorized and permitted to enter into this Agreement on behalf of the respective party for whom they are signing, and that they enter into this Agreement voluntarily.

14. EMPLOYEE acknowledges that:

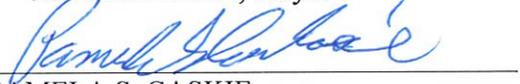
- (i) she has been advised to consult an attorney prior to signing this Agreement;
- (ii) she has twenty-one (21) days after the date this Agreement is given to her to sign and deliver the signed copy of the Agreement to EMPLOYER (although she may choose to sign and deliver the Agreement sooner);
- (iii) she has a period of seven (7) days after a signed copy of this Agreement is delivered to EMPLOYER to cancel and revoke it;
- (iv) she has read and fully understands all of the provisions of this Agreement and she is knowingly and voluntarily agreeing to its terms;
- (v) should she rescind her acceptance of this Agreement as provided in subparagraph (iii) above, EMPLOYER has no obligation to pay her any part of the Retirement Agreement amount described herein other than as statutorily required.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this Agreement as of the date above written.

I, Pamela S. Caskie, understand that I have twenty-one (21) days to consider the offer made to me in this Agreement. My signature below affirms that I have knowingly and voluntarily elected to shorten that period.

CITY OF SPRING HILL, TENNESSEE

By: 
JIM HAGAMAN, Mayor


PAMELA S. CASKIE