

TEMPORARY EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2012, by and between the City Commission of the City of Gainesville, hereafter also called the "CITY," and Marion J. Radson, hereafter also called "MARION J. RADSON," both of whom understand as follows:

WITNESSETH:

WHEREAS, MARION J. RADSON has been continuously employed as an attorney with the City of Gainesville since September 1981 and currently holds the full-time permanent position of City Attorney in the Office of the City Attorney of the City of Gainesville; and

WHEREAS, MARION J. RADSON on December 12, 2012 submitted his letter of resignation and will retire from his regular employment as City Attorney on July 31, 2012; and

WHEREAS, MARION J. RADSON has agreed to temporarily serve as City Attorney for the City of Gainesville after July 31, 2012, subject to the terms and conditions of this Agreement; and

WHEREAS, both parties feel it would be mutually beneficial to have a contract of temporary employment between the CITY and MARION J. RADSON setting forth agreements and understandings which:

1. provide inducement for the City Attorney to continue temporary employment with the City;
2. make possible full work productivity by assurances to the City Attorney with respect to future security;
3. establish the basis, framework and context for the temporary relationship which shall exist between the City and the City Attorney; and
4. provide a just means of terminating the temporary employment as City Attorney at such time as the City Commission may desire to terminate such employment; a successor has been hired and takes office as City Attorney, or no later than October 1, 2012, whichever event occurs sooner;

NOW, THEREFORE,

In consideration of the mutual covenants and promises, which the parties set forth below, MARION J. RADSON and the CITY agree as follows:

1. EMPLOYMENT AS TEMPORARY CITY ATTORNEY:

The CITY hereby employs MARION J. RADSON as the temporary City Attorney to perform duties and functions of said position as provided in the City Charter, and MARION J. RADSON hereby accepts the appointment as temporary City Attorney upon the terms and conditions hereinafter set forth.

2. TERM:

This Agreement shall begin on the 1st day of August, 2012, and shall not extend beyond October 1, 2012, but subject to the right of the CITY to terminate MARION J. RADSON upon a vote of a majority of the members of its City Commissioners and subject to the conditions for termination set out herein.

3. NOTICE OF TERMINATION:

In lieu of the termination and severance pay provisions, either the CITY or MARION J. RADSON shall be permitted to terminate his employment as temporary City Attorney without the payment of severance upon either party providing the other party with at least thirty (30) days written notice.

4. COMPENSATION:

MARION J. RADSON shall receive the same base wage provided to him under his current employment agreement with the CITY plus an additional 6%, plus such other benefits provided to him under his current Employment Agreement dated October 29, 1985, as amended by ten amendments up to and including the Tenth Amendment to Employment Agreement dated December 16, 2010.

5. BENEFITS:

Except as hereinafter provided, MARION J. RADSON shall receive the same benefits as

accorded department heads of the City of Gainesville including but not limited to sick leave, workers' compensation, holidays, life insurance and health insurance. For purposes of computing benefits, except for annual leave, MARION J. RADSON will be deemed to have commenced employment on September 3, 1981.

In addition to other benefits, on August 1, 2012 the CITY shall give MARION J. RADSON annual leave with pay of five (5) working days (40 hours) at the start of his temporary appointment available for use immediately and the CITY agrees to pay MARION J. RADSON for all such accumulated annual leave upon termination or expiration of this agreement.

6. ICMA DEFERRED COMPENSATION PLAN:

In lieu of his participation in the City of Gainesville Employees Pension Plan, the CITY shall provide a City contribution of 10% of gross pay and employee contribution of 5% of gross pay in the City's 401(a) plan.

7. TERMINATION OF EMPLOYMENT:

It is understood and agreed that, the CITY will be the sole judge as to the effectiveness and efficiency with which MARION J. RADSON performs his employment. Notwithstanding any other provision of this Agreement, the CITY may, upon a vote of the majority of its City Commissioners, terminate MARION J. RADSON'S employment with the CITY at any time. Any such termination shall be in compliance with the terms in paragraph 3 herein above. In the event that MARION J. RADSON is charged by indictment or information with a felony or a crime involving moral turpitude, he may, at the discretion of the City Commissioners, be suspended from his duties without pay. Upon his conviction of any such charge, this Agreement, at the option of the City Commissioners, may be terminated and MARION J. RADSON discharged from his duties. Upon the dismissal of such charges or upon MARION J. RADSON being acquitted of same, he shall be entitled to full back pay and other accrued benefits.

8. SEVERABILITY:

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.


9. COMPLETE AGREEMENT IN WRITTEN DOCUMENT:

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the CITY or MARION J. RADSON other than contained herein. This Agreement shall inure to the benefit of the heirs at law and/or executor of record of MARION J. RADSON.

Except as otherwise provided herein, all provisions, covenants and conditions of this Agreement may not be modified or waived unless in writing and duly executed by all parties to this Agreement.


IN WITNESS WHEREOF, THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA, has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the MARION J. RADSON has signed and executed this Agreement, both in duplicate on the respective dates under each signature.

CITY OF GAINESVILLE




CRAIG LOWE, MAYOR
DATED: 7/9/12

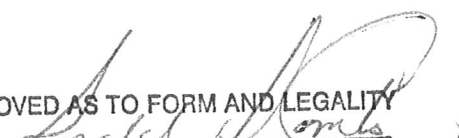
ATTEST:

BY: 

KURT LANNON
CLERK OF THE COMMISSION
DATED: 7/9/12



MARION J. RADSON
CITY ATTORNEY
DATED: 06/27/2012

APPROVED AS TO FORM AND LEGALITY
By: 

Ronald D. Combs, Sr. Asst. City Atty
City of Gainesville, Florida