

CONTRACT FOR EMPLOYMENT

This Agreement, made and entered into as of the 2nd day of November 2021, is entered into by and between the Metropolitan County Council (the "Council") of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government"), acting by and through the Executive Committee of the Council (the "Executive Committee") and Jim Shulman, Vice Mayor of the Metropolitan Government (the "Vice Mayor"), and Margaret O. Darby (the "Director").

Recitals

WHEREAS, the Executive Committee, pursuant to Section 2.04.030 of the Metropolitan Code, is authorized to employ personnel of the Metropolitan Council Office (the "Office") subject to final approval of the Council; and

WHEREAS, the Council, pursuant to Section 8.607 of the Charter of the Metropolitan Government, may authorize the Vice Mayor to employ legal counsel under such terms and conditions as the Council may by resolution approve; and

WHEREAS, the Vice Mayor and Executive Committee have selected Margaret O. Darby as full-time Special Counsel and Director of the Office, and she has agreed to accept such employment as provided by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits hereinafter set forth, the parties hereto agree as follows:

Section 1. Employment. Margaret O. Darby is hereby employed as Special Counsel and Director of the Metro Council Office by the Metro Council and Vice Mayor under the terms and conditions hereinafter provided.

Section 2. Qualifications. During the term of employment, the Director shall remain a licensed attorney and member of the bar of the State of Tennessee.

Section 3. Not to Engage in Private Practice of Law. After an initial 60-day period during which the Director may conclude her current legal obligations, she shall not engage in the private practice of law or in any employment, enterprise or activity that might conflict with the interests of the Council or of the Metropolitan Government.

Section 4. Duties and Responsibilities. The director shall perform the following services:

- (a) Act as director and office manager of the Office;
- (b) Prepare and submit the annual operating budget of the Office and Council;
- (c) Provide research and advisory services on legislative matters to the Council, any members of Council, or any committee of the Council upon the request of the Vice Mayor, members of Council, or any committee of the Council;
- (d) Draft ordinances and resolutions in conformance with the Charter and the laws of the State of Tennessee upon request by any member of the Council for the submission to the Council;
- (e) Attend as many meetings as possible and practicable of the Council and of its committees;

- (f) Render legal opinions on questions presented by the Vice Mayor, any member of Council, or any committee of the Council;
- (g) Review for the Council all contracts, leases, and other documents which are submitted to the Council for approval;
- (h) Such other legal services as may be requested by the Executive Committee; and
- (i) Such other legal services as may be requested by the Vice Mayor and Council, approved by resolution adopted by the Council, when the interest of the Council requires legal counsel.

Section 5. Term. The director is employed for a term of office of four years beginning January 1, 2022, and expiring December 31, 2025.

Section 6. Compensation. The Director shall be compensated for her services in the amount of \$190,000 per year. Said salary shall be paid in the same manner as other permanent employees of the Metropolitan Government. The Director shall be entitled to all future cost of living adjustment salary increases provided to all other Metropolitan Government employees and entitled to open range increases in the same percentage as provided to all Metropolitan Government departments for open range salary adjustments.

Section 7. Benefits. The Director shall be an employee of the Metropolitan Government, but shall not have any classified employee status, and as such shall be entitled to all benefits afforded permanent unclassified employees and the directors of the various departments of the Metropolitan Government and shall be given credit for all previous service for the Metropolitan Government. Said benefits shall include, but not be limited to, pension, major medical insurance, life insurance, and such other benefits as may be offered or provided by the Metropolitan Employee Benefit Board.

Section 8. Expenses, Dues and Fees. In addition to the compensation and benefits described above, the Director shall be reimbursed by the Metropolitan Government for the following:

- (a) Reasonable expenses, including travel expenses and registrations when on official business for the Council or its members and the Vice Mayor;
- (b) Professional membership dues of the Director to the Nashville Bar Association, the Tennessee Bar Association, the Tennessee County Attorneys Association, and such other organizations as may be agreed upon by the Executive Committee and the Director;
- (c) Fees to the Tennessee Board of Professional Responsibility, as well as the professional license tax imposed by the State of Tennessee; and
- (d) Continuing legal education (CLE) charges and fees, including reasonable travel expenses, that are relevant and required for the Director to remain qualified to practice law in the State of Tennessee.

Section 9. Professional Liability Insurance. The Metropolitan Government, if requested, shall provide the Director a professional liability insurance policy with limits in an amount of One Million Dollars (\$1,000,000) per claim and an annual aggregate of Three Million Dollars (\$3,000,000), or reimburse the Director the premium cost for obtaining such a professional liability insurance policy.

Section 10. Annual Leave and Sick Leave. The Director shall be granted annual vacation and sick leave during the term of this Agreement at the same level and in the same manner as other

employees of the Metropolitan Government based upon the Director's years of credited service with the Metropolitan Government. Any vacation and sick leave the Director has accrued from prior service with the Metropolitan Government shall be continued.

Section 11. Termination. This Agreement may be terminated by the Council with or without cause upon an affirmative vote of not less than three-fourths (3/4) of the membership to which the Council is entitled (30 votes). The Agreement may be terminated under such terms and conditions as may be mutually agreed upon by the Executive Committee and the Director. Should this Agreement be terminated for any reason, the Director, her estate, her heirs, and her assigns shall be entitled to no compensation other than earned salary and such annual leave as may be accrued or accumulated as of the date of termination, provided the Director shall be entitled to receive such benefits as other employees of the Metropolitan Government who are vested in the benefit plans of the Metropolitan Government.

Section 12. Entire Agreement and Amendments. This Agreement contains the entire agreement and conditions of employment and shall not be changed, modified, or amended except in writing, executed by the parties, and approved by resolution of the Council.

Section 13. Caption. The captions as herein used are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provision or scope of any section hereof.

Section 14. Applicable Law. This Agreement shall be governed by and construed under the Charter of the Metropolitan Government and the laws of the State of Tennessee.

Section 15. Effective Date. This contract shall not be binding upon the parties unless and until it has been approved by a resolution duly adopted by the Council.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

VICE MAYOR

DIRECTOR AND SPECIAL COUNSEL

Jim Shulman

Margaret O. Darby