

CITY COUNCIL
ATLANTA, GEORGIA

02-R-1030

A RESOLUTION

BY *C. T. Martin*

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH RICHARD J. PENNINGTON TO MEMORIALIZE THE TERMS OF HIS SERVICE AS POLICE CHIEF; AND FOR OTHER PURPOSES.

WHEREAS, the proper administration and leadership of the Department of Police is of utmost importance to the Atlanta citizenry, as well as to morale and productivity of the force; and

WHEREAS, to ensure a well organized, well trained and well equipped police force, an experienced and proven professional is required; and

WHEREAS, to attract and retain the best qualified candidate, a competitive salary and benefits package is imperative.

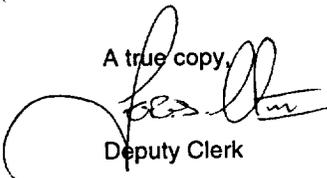
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

SECTION 1: That the City Council authorizes the Mayor to execute an employment agreement with Richard J. Pennington to memorialize the terms of his service as Police Chief.

SECTION 2: That the agreement, in substantially the form attached hereto, shall become effective upon signature by both parties.

SECTION 3: That this agreement cannot be amended without the expressed written consent of the parties.

A true copy,



Deputy Clerk

ADOPTED as amended by the Council
APPROVED by the Mayor

JUN 17, 2002
JUN 20, 2002



ATTACHMENT #1

EMPLOYMENT AGREEMENT

This employment agreement is made and entered into between the City of Atlanta, Georgia ("CITY") and Richard J. Pennington ("EMPLOYEE") effective upon City Council approval and execution by the Mayor the ____ day of _____ 2002 for a period not to exceed forty-four (44) months from date of execution.

WHEREAS, the CITY desires to employ EMPLOYEE in the position of Chief of Police of the City of Atlanta and EMPLOYEE desires to accept such employment on the terms and subject to the conditions set forth in this Agreement, IT IS AGREED AS FOLLOWS:

Section 1-Duties. EMPLOYEE agrees to be employed by and to serve the CITY as Chief of Police, and CITY agrees to employ and retain EMPLOYEE in said capacity. EMPLOYEE agrees to devote his time, energy, experience and skills to the affairs of the CITY and at all times during this employment shall have and shall exercise and uphold the powers and duties of the Chief of Police as set forth in the Charter and Code of Ordinances of the City of Atlanta as now promulgated or later amended, the laws and Constitution of the State of Georgia and the laws and Constitution of the United States of America.

Section 2-Term. The term of employment of EMPLOYEE by the CITY shall be for a period not to exceed forty-four (44) months, commencing on the date of execution set forth above.

Section 3-Termination. This agreement may be terminated in accordance with the provisions of the Charter and Code of Ordinances of the City of Atlanta as now promulgated or later amended.

Section 4-Salary and Benefits. The CITY shall pay EMPLOYEE an annualized salary of \$157,023.00 payable in twenty-six (26) equal installments, as is currently the City's payroll system, or in like installments should the CITY later elect a different frequency of compensation for employees. EMPLOYEE is entitled to all benefits available to City and police employees under local, state and federal law, including any periodic salary increments or other increase in salary approved and budgeted by the City Council. A description of benefits and estimated value of said benefits is attached as Exhibit A and incorporated herein by reference.

Section 5-Entire Agreement. This agreement constitutes the entire agreement between the parties and supercedes any prior or contemporaneous written or oral agreements or understandings. This agreement cannot be amended without the express written consent of the parties.



Section 6-Arbitration. Any dispute under this agreement will be resolved through binding arbitration and interpretation of the agreement is subject to the laws of the State of Georgia and the Charter and Code of Ordinances of the City of Atlanta.

Section 7-Acknowledgement. The parties hereby acknowledge the terms of this agreement by setting forth their signatures below upon the dates indicated.

CITY OF ATLANTA

EMPLOYEE

Shirley Franklin, Mayor


Richard J. Pennington

Date: _____

Date: 5/30/02

APPROVED AS TO FORM:

City Attorney



City of Atlanta Government
Estimate of Total Compensation Package
Page 2

Your Health Care and Dental Care Benefit: **\$2,043.00**

Eligibility for **health care benefits** is one of the most valued employer provided benefits. Whether you elect health coverage or not, the City of Atlanta contributes toward your health care coverage costs. The City pays an amount equal to 75% of the lowest carrier's premium, which is equal to **\$1,864.00**. (**Special Note:** Health care coverage is mandatory. You may only "opt out" of health care coverage if you are covered under another employer-based health care plan. For example, if you are included in a family plan by your spouse or partner, you may "opt out" when you provide proof of coverage.)

Dental Insurance is an additional optional benefit. The City of Atlanta pays up to 75% of costs for this benefit not to exceed \$179.00 per employee. The *estimated* value of this benefit per employee is **\$179.00**.

Your Medicare Coverage: **\$2,276.83**

Medicare: Since 1986, the City of Atlanta pays into the Federal Medicare health care program. The City matches your contribution of 1.45% of your *estimated* annual salary. Your *estimated* Medicare benefit is **\$2,276.83** annually.

Your Other Benefits: **\$12,569.00**

Transportation: A car, gas and maintenance are paid for the above referenced position as a "tax free" contribution because the above referenced position is considered a 24 hour, 7 day a week job. The *estimated* cost to the City for providing a vehicle is **\$6,701.00** annually. The estimated cost to provide gas for a city-owned vehicle is **\$1,260.00**. The estimated maintenance cost to the city per vehicle is **\$2,700.00** for a total vehicle benefit of **\$10,661.00** annually.

Cellular Telephone Service and Pager: Included in this packet is the cost of a pager service, at no cost to you. The value of this service is **\$1,068.00** annually. Cellular telephone service is an optional benefit. Should you choose this benefit, the City of Atlanta pays for all "official" calls. The *estimated* average annual value of this service is **\$840.00**. Should you choose both services, the *estimated* annual benefit is **\$1,908.00**.

Deferred Compensation Plan: The City of Atlanta provides a "tax deferred" compensation plan as well as participates in the United States Savings Bond program. An employee may contribute up to **\$11,000.00** annually to this plan.

Education Benefit: The City of Atlanta participates in a free tuition program (for most programs) with Georgia State University. The employee is responsible for any additional fees and books.

Atlanta City Employee Credit Union: The City of Atlanta provides employees with credit union services.

Total Estimated Compensation Package **\$225,583.11**

When you add it up, your salary is only a part of your overall total compensation package. The value of your *estimated* total compensation package is **\$225,583.11** annually.

06/17/02 Council Meeting

**ITEMS ADOPTED ON
CONSENT AGENDA**

1. 02-O-0973
2. 02-O-1036
3. 02-O-0908
4. 02-O-0909
5. 02-O-0956
6. 02-O-1029
7. 02-O-1043
8. 02-R-1000
9. 02-R-1001
10. 02-R-1002
11. 02-R-1003
12. 02-R-1016
13. 02-R-1033
14. 02-R-0676
15. 02-R-1018
16. 02-R-1019
17. 02-R-1069
18. 02-R-1070
19. 02-R-1030
20. 02-R-0978
21. 02-R-0979
22. 02-R-0980
23. 02-R-0981
24. 02-R-0982
25. 02-R-0983
26. 02-R-0984
27. 02-R-0985
28. 02-R-0986

**ITEMS ADVERSED ON
CONSENT AGENDA**

29. 02-R-0987
30. 02-R-0988
31. 02-R-0989
32. 02-R-0990
33. 02-R-0991
34. 02-R-0992
35. 02-R-0993
36. 02-R-0994
37. 02-R-0995
38. 02-R-0996
39. 02-R-0997
40. 02-R-0998
41. 02-R-0999

02-R-1030

(Do Not Write Above This Line)

A RESOLUTION

BY *C. T. Martin*

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ADOPTED BY

JUN 17 2002

COUNCIL

As Amended

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred *6/3/02*
 Referred To: *Finance Executive*
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

FIN Committee
 Date *6/17/02*
 Chair *Alvin D. Miller*
 Action Fav, Adv, Hold (see rev. side) *as approved*
 Other _____
 Members *Jim Mulvey, Gary Amwood, Alvin D. Miller, C. T. Martin*

Refer To _____
 Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____

Refer To _____
 Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd
 1st & 2nd Readings
 Consent
 V Vote
 3rd
 RC Vote

CERTIFIED

CERTIFIED
 JUN 17 2002
 ATLANTA CITY COUNCIL PRESIDENT
Catherine W. Woodard

CERTIFIED
 JUN 17 2002
Ronald Douglas Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
Stanley Spaulding
 JUN 20 2002
 MAYOR