

# City of Austin

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Office of the City Manager  
P. O. Box 1088, Austin, TX 78767  
(512)974-2200, Fax (512)974-2833  
Marc A. Ott, City Manager  
[Marc.Ott@austintexas.gov](mailto:Marc.Ott@austintexas.gov)

May 16, 2016

Jacqueline A. Sargent

Dear Ms. Sargent:

Congratulations! This is to confirm the offer of employment to you as General Manager of Austin Energy for the City of Austin. The following is a summary of the pay and benefits you will receive while in this position. (**Note:** The group welfare and retirement benefit programs described below are subject to the eligibility terms and conditions of such programs, and subject to any future changes to such programs that are applicable to employees generally.)

- Base Salary:** \$13,846.40 per pay period, annualized to \$360,006.40, paid in accord with the City's normal payroll practices.
- Deferred Compensation:** Available through payroll deductions, an employee may reduce their taxable income by investing a portion of their salary up to the maximum allowed, in various investment options; services are available through Empower. For additional information you may call (866) 613-6189 or locally at (512) 457-9240. The City will provide an annual allowance of \$24,000 per year for this benefit.
- Retirement:** Participation in the City of Austin Employee Retirement System with the employee contributing 8% of salary upon hire; and the City contributing 18%. Vesting occurs after 5 years of continuous employment. Additionally, the City will provide an allowance of \$15,000.00 at the end of each year based on your hire date in 2017, and in 2018 in order for you to purchase time for your previous service from the Employee Retirement System reinstating you in the Group A system.
- Health Insurance:** Same coverage available to all City employees. Choice of Three United Healthcare plans: PPO, HMO, or Consumer Driven Health Plan (CDHP) with a Health Savings Account. Dependent coverage is available.
- Dental Insurance:** City coverage for employee. Dependent coverage is available.
- Annual Physical:** Reimbursement for out of pocket expenses for an annual physical examination up to a maximum of \$500. Any unused amount may be credited in later years for a three-year period up to \$1,500.

<b>Life Insurance:</b>	City-paid coverage at one times your annual base salary. Additional supplemental coverage and dependent life insurance is available as an employee option.
<b>Short Term Disability:</b>	Employee coverage paid by City for employees scheduled to work 20 hours or more per week.
<b>Long Term Disability Insurance:</b>	Available as an employee option.
<b>Vacation Leave:</b>	Accrue 1.92 days of vacation leave per month (23 days per year) with a maximum accumulation of 400 hours. Cash payout of leave balance not to exceed 240 hours upon separation from the City in good standing. You will have 160 hours of administrative leave available to you upon hire.
<b>Sick Leave:</b>	1 day per month; unlimited accrual. Unused sick leave is not paid out upon separation from employment with the City.
<b>Paid Holidays:</b>	13 days per fiscal year.
<b>Workers Assistance Program:</b>	Pre-paid professional counseling services available to be used by the employee and any member in the household.
<b>Flextra:</b>	Program allows the employee's cost associated with group benefits and dependent care expenses to be deducted from their paycheck prior to FICA and withholding taxes.
<b>Service Incentive Pay:</b>	Upon approval by the City Council an employee is eligible for service incentive pay after a pre-determined number of years.
<b>Employment Status:</b>	The General Manager position is appointed by and serves at the pleasure of the City Manager. The appointment is at-will, not for a fixed term, and may be terminated by either you or the City at any time on any basis not prohibited by law.
<b>House Hunting Trip:</b>	Eligible for a maximum of seven days for house hunting for employee and spouse; can be split into 2 shorter trips.
<b>Housing Allowance:</b>	Eligible for \$3000 per month of housing allowance for up to nine months.
<b>Relocation Assistance:</b>	Relocation assistance will be provided. Three bids must be submitted two weeks prior to the move. Payment will be made directly to the moving company.

**Bonus:**

At the end of third anniversary of employment, you will be eligible for annual bonus pay up to \$15,000 per year, depending on goals and performance expectations to be defined by the City Manager.

**Severance Benefit**

The City will provide a severance benefit in the event of your involuntary separation from employment with the City, unless your separation is due to theft, insubordination, dishonesty, or other willful violation of the City's personnel policies. This severance benefit will include: 1) a three-month lump sum payment based on the monthly amount of your base salary at the time of separation, payable on the regular payday next following the effective day of any involuntary separation; and 2) up to six additional severance payments of one month of your final base salary each payable at the end of the fourth, fifth, sixth, seventh, eighth and ninth months following any involuntary separation, but only if you have not accepted substantially equivalent job position by the end of each such month.

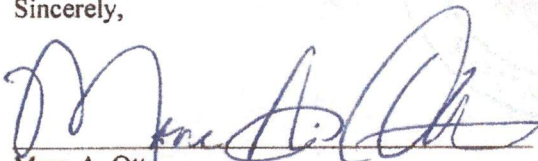
**Job Start Date:**

August 15, 2016

Please sign this letter below and return the original to me by May 19, 2016, to indicate your acceptance of the terms of this job offer.

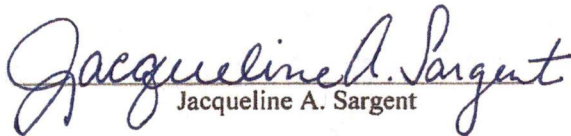
Again, congratulations on your new role with the City of Austin. I look forward to working with you.

Sincerely,



Marc A. Ott  
City Manager

I accept employment with the City under the terms set out in this letter.



Jacqueline A. Sargent

Date: May 17, 2016

xc: Robert D. Goode, Assistant City Manager  
Mark Washington, Interim Assistant City Manager

## Flett, Shannon

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**From:** Kennedy, Rebecca  
**Sent:** Friday, March 31, 2023 3:08 PM  
**To:** Flett, Shannon  
**Subject:** Sargent Separation Agreement  
**Attachments:** Sargent S&R Agrmnt 03312023.pdf

Hi Shannon, 

Here is the separation agreement. Few things to note:

- Jackie will remain on the payroll until December 31, 2023.
- Her base pay and deferred compensation allowance will continue *923.08 EXC stops*
- All other stipends should end – Cell Stipend *as of 4/1 –*
- ✓ • Her leave accruals should stop – she should not accrue Vacation or Sick

I am clarifying how her time will be done. I am not sure if she will coordinate that within her department.

**Rebecca Kennedy** (she/her)  
**Assistant Director**  
City of Austin  
Human Resources Department  
[rebecca.kennedy@austintexas.gov](mailto:rebecca.kennedy@austintexas.gov)  
512-974-3293

*All stipends should end - cell  
leave accruals should stop*

## SEPARATION AGREEMENT AND RELEASE

This Agreement is made by and between the City of Austin (the "City") and Jacqueline A. Sargent ("Ms. Sargent"), who is the General Manager of Austin Energy, a Department of the City.

The City has removed Ms. Sargent from her position as the General Manager for Austin Energy effective March 31, 2023. On that basis, the City and Ms. Sargent have agreed to the following arrangements concerning Ms. Sargent's separation from City employment, which are in full satisfaction of the provisions in the employment offer letter that was accepted by Ms. Sargent on May 17, 2016.

1. The City will retain Ms. Sargent on the payroll in a consultant role to support Austin Energy and the City Manager's Office through December 31, 2023. Her current compensation and employee benefits, including contributions to the City's defined benefit retirement system and deferred compensation plan allowance, will continue through that period with the exception that the annual bonus and additional retirement allowance referenced in Ms. Sargent's employment offer letter will end as of April 1, 2023. At the time her employment ends on December 31, 2023, Ms. Sargent will be eligible for all normal separation benefits available to City employees who leave in good standing, including without limitation payout of up to 240 hours of unused accrued vacation (which Ms. Sargent may at her election defer in whole or part to the City's deferred compensation plan under the terms and limitations of that plan) and conversion of her accrued sick leave to service credit in the City's defined benefit retirement system (in accord with the rules of that system). The City further acknowledges and agrees that Ms. Sargent is eligible to participate in the retiree health care plan.
2. While in the consultant role, Ms. Sargent will report to Interim Assistant City Manager Robert Goode. She will be reasonably available during this period to assist with work supporting Austin Energy or the City Manager's Office as directed by Mr. Goode, but is otherwise relieved of all duties, responsibility, and authority associated with the General Manager position. She will not have an assigned office in City facilities. By way of clarification, although Austin Energy and the City Manager's Office have sole discretion over whether and how much assistance to request from Ms. Sargent, the obligations described in Section 1 of this Agreement may not be terminated.
3. Ms. Sargent will return all City-owned property in her possession to the City by December 31, 2023, or such earlier time as may be directed by Robert Goode.
4. In consideration of these arrangements, Ms. Sargent fully releases and discharges the City and each of its officials, officers, agents and employees from all liability for any and all known and unknown claims, demands, causes of action, obligations, damages, rights, or expenses (including attorney's fees and costs actually incurred), and all liability for legal and equitable relief of any kind or nature whatsoever, arising out of or related to her employment with the City or the fact or circumstances of her separation from employment. The scope of this release is as broad as legally possible, including (without limitation) all claims arising under either contract, tort, or statutory law, and including claims (if any) both known and unknown to you. The only claims not covered by the scope of this release are claims that you are prohibited by law from waiving and claims for breach of the terms of this Agreement.

*4/1 effective date*

*exc-d.c.*

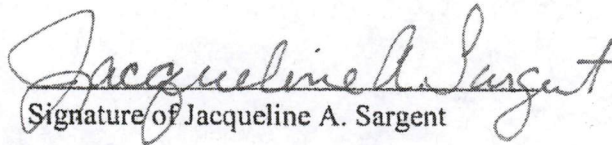
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11/13 - June blank document sent
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3/16  
11/13-2023
5. In addition to the release in Paragraph 4, above, Ms. Sargent specifically releases any and all claims she may have or believe she has against the City, its officials, employees, and/or agents under the Age Discrimination in Employment Act. To comply with legal requirements of that laws, Ms. Sargent is advised of the following:
    - A. The tender of this memorandum to you is an offer of separation benefits in exchange for a release. She may accept this offer at any time within 21 days of her receipt of this memorandum by returning signing it below and returning it with no changes to Robert Goode. This offer is automatically withdrawn without further notice if it is not accepted in this manner within that 21-day period.
    - B. If she accepts this offer, Ms. Sargent may revoke her acceptance by delivering written notice of revocation to Robert Goode within seven days of your acceptance. If she accepts this offer and does not revoke it within seven days, then the release in this paragraph will be final, binding, and effective as of that time.
    - C. Ms. Sargent is advised to consult with an attorney and any other advisors of her choosing about the meaning and effect of this memorandum and the waiver and release provisions in this paragraph.
  6. The release of claims in paragraph 5, above, shall become effective and fully binding upon expiration of the seven-day revocation period stated in paragraph 5.B., above. All other terms of this memorandum become effective as of March 31, 2023, regardless of the date of the parties' signatures below.
  7. Other terms and conditions:
    - A. Nothing in this Agreement is intended to or does prevent the City from complying with the Texas Public Information Act in response to any information requests concerning Ms. Sargent or the City.
    - B. Each party agrees that such party has had the opportunity to consult with legal, financial, or other advisors to the extent the party desired about the terms, meaning, and legal effects of this Agreement before signing it, and each party stipulates they are signing this Agreement freely and voluntarily without coercion in any form from the other party.
    - C. This Agreement does not prevent Ms. Sargent from providing truthful information to any court or governmental agency concerning City business or her employment with the City.
    - D. This Agreement contains the entire understanding between the parties and may not be changed except in a writing that states it is an amendment to this Agreement and is signed by the parties. Any and all prior oral and written proposals, negotiations, and representations are expressly superseded and merged into this Agreement, and of no force or effect.

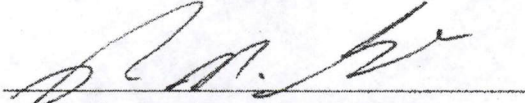
- E. If any part of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining parts shall not be affected.
- F. This Agreement shall be interpreted and enforced under the laws of the United States and of the State of Texas. The parties stipulate that venue for any legal action arising out of this Agreement will be in Travis County, Texas.

SIGNED BY THE PARTIES ON THE DATES OF THEIR SIGNATURES BELOW, AND EFFECTIVE AS PROVIDED IN PARAGRAPH 6, ABOVE.

JACQUELINE A. SARGENT

THE CITY OF AUSTIN

  
Signature of Jacqueline A. Sargent

By:   
Robert Goode, Interim Assistant City Manager

Dated: March 31, 2023

Dated: 3/31, 2023