

## **RESOLUTION 2025-06-12**

**RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE DIA AND COLIN TARBERT FOR THE POSITION OF CHIEF EXECUTIVE OFFICER (“CEO”), THE TERMS AND CONDITIONS OF WHICH ARE CONTAINED IN EXHIBIT ‘A’; AUTHORIZING THE DIA GOVERNING BOARD CHAIR TO EXECUTE SAID EMPLOYMENT AGREEMENT; AUTHORIZING TECHNICAL AND CLARIFYING AMENDMENTS TO THE AGREEMENT AS MAY BE RECOMMENDED OR REQUIRED BY THE OFFICE OF GENERAL COUNSEL OR EMPLOYEE SERVICES, PROVIDING THAT SUCH AMENDMENTS MAINTAIN THE AGREEMENT IN SUBSTANTIALLY SIMILAR FORM TO THE ATTACHED; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Council adopted Ordinance 2012-364-E, thereby creating a new Chapter 55, Jacksonville Code of Ordinances, the purpose of which is to establish “a single, comprehensive organizational structure for the Authority [DIA] and a single, comprehensive method of addressing downtown redevelopment”; and

**WHEREAS**, pursuant to §55.108, Jacksonville Code of Ordinances, the DIA shall “Appoint a Chief Executive Officer (“CEO”), prescribe his or her duties, and fix his or her compensation...”; and

**WHEREAS**, on June 9, 2025, Mr. Colin Tarbert was selected by the DIA to be the next Chief Executive Officer; and

**WHEREAS**, upon selection of Mr. Tarbert, the Chair of the DIA Board in consultation with the Administration, Office of General Counsel and Employee Services, began contract negotiations; and

**WHEREAS**, the result of those negotiations is the attached Employment Agreement, effective date August 4, 2025,

**NOW THEREFORE, BE IT RESOLVED**, by the Downtown Investment Authority:

Section 1. The DIA Board finds the recitals above true and correct.

Section 2. The DIA hereby authorizes the Board Chair to execute an Employment Agreement with Mr. Colin Tarbert consistent with this recommendation and in a form substantially similar to the existing contract.

Section 3. The DIA authorizes technical and clarifying amendments to the Employment Agreement as may be required or recommended by the Office of General Counsel or

Employee Services, providing that such amendments maintain the Employment Agreement in substantially similar form to the attached Exhibit A.

Section 4. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

  
Sondra Fetner, Esq. Chair

6/18/25  
Date

VOTE: In Favor: 7 Opposed: 0 Abstained: 0

EXHIBIT A

**EMPLOYMENT AGREEMENT**  
(DIA Chief Executive Officer Position)

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is executed this \_\_\_\_ day of June, 2025 and made effective as of August 8, 2025 ("Effective Date"), by and between the **DOWNTOWN INVESTMENT AUTHORITY**, on behalf of the **CITY OF JACKSONVILLE** (the "DIA") and **COLIN TARBERT**, an individual (the "Employee").

**RECITALS**

**WHEREAS**, the Employee was selected by the DIA Board to be its Chief Executive Officer effective as of August 4, 2025; and

**WHEREAS**, the DIA and the Employee desire to memorialize the terms of the Employee's employment in a written agreement pursuant to the terms set forth herein.

**NOW, THEREFORE**, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. Employment and Compensation. The DIA hereby agrees to employ the Employee as Chief Executive Officer and the Employee hereby accepts the employment as the Chief Executive Officer pursuant to Chapter 55, Part I, Ordinance Code, as the same may be amended, and the qualifications and criteria set forth therein (collectively, the "Ordinance"). Employee shall reside in Duval County at all times during the term of this Agreement. The City shall pay the Employee an annual salary of Two Hundred Ninety-Seven Thousand and 00/100 Dollars (\$297,000.00), which amount shall serve as the annual maximum indebtedness amount of this Agreement, subject to any adjustments in the same percentage as provided other City employees as determined by the City Council during its annual budget process excluding, however, any percentage increases as may be included in the City's 2025/26 budget. The Employee acknowledges and understands that the Employee's annual salary is contingent upon the approval of the DIA's annual budget by the Jacksonville City Council. Employee serves at the pleasure of the DIA Board.

3. Term. The initial term of employment shall be for three (3) years from the Effective Date. This Agreement may be extended upon the mutual agreement of the parties subject to the approval of the DIA Board.

4. Duties and Functions. The CEO shall have the functions, authority and powers set forth in the Ordinance, job specification, and the employment letter dated \_\_\_\_\_, 2025 executed by Employee. Subject to and as provided by Florida law, Employee shall have sovereign immunity while acting within the scope of the Employee's

EXHIBIT A

employment.

5. Secondary Employment; Ethics. Employee shall perform his duties in compliance with all applicable laws, including but not limited to Chapter 602, Part 4, *Ordinance Code*, regarding conflicts of interest, and Section 602.403, *Ordinance Code*, regarding secondary employment.

6. Performance Evaluation. The Employee shall undergo a formal performance evaluation annually, conducted by the DIA Board or a designated evaluation subcommittee. The evaluation will be based on measurable objectives and criteria agreed upon at the beginning of each year. The results may inform compensation, contract renewal, or other personnel matters.

7. Expenses. Reimbursement for travel, professional membership dues, conference fees, and continuing education shall be subject to the approved budget of the DIA and be subject to the prior approval of the DIA Board. Travel expenses are reimbursable consistent with Section 106, Part 7, *Ordinance Code*.

8. Employment Benefits. Either party may terminate this Agreement with ninety (90) day written notice to the other party, subject to the requirements of the Appointed Officials and Employees Salary and Employment Plan, and upon an affirmative vote of at least two-thirds vote of the DIA Board fixed membership (e.g., the number of members comprising the DIA Board established by ordinance, excluding vacant seats). Termination for cause (as defined in Civil Service and Personnel Rules and Regulations Rule 9.05(1)) shall require no prior notice and shall be effective immediately.

9. Termination. Either party may terminate this Agreement with ninety (90) day written notice to the other party, subject to the requirements of the Appointed Officials and Employees Salary and Employment Plan, and upon an affirmative vote of at least two-thirds vote of the DIA Board fixed membership (e.g., the number of members comprising the DIA Board established by ordinance). Termination for cause (e.g., malfeasance, nonfeasance) shall require no prior notice and may be effective immediately.

10. Governing Laws. This Agreement shall be governed by the laws of the State of Florida.

11. Entire Agreement and Counterparts. This document constitutes the entire Agreement between the parties and may only be modified in writing by the parties. This Agreement may be executed by facsimile, electronic and counterpart signatures, the counterparts of which when taken together shall be deemed to constitute one original.

*[The remainder of this page was intentionally left blank by the parties – signature page to immediately follow this page]*

EXHIBIT A

**IN WITNESS**, whereof the parties have executed this Agreement on the date set forth above.

**DIA:**

**DOWNTOWN INVESTMENT AUTHORITY**, a  
community redevelopment agency

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Its: \_\_\_\_\_

**EMPLOYEE:**

By: \_\_\_\_\_

Colin Tarbert, Employee

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

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