

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Powder Springs, a Georgia municipal corporation, hereinafter called "Employer," and Pam Conner, hereinafter called "Employee," both of whom understand and agree as follows:

### **WITNESSETH:**

**WHEREAS**, Employer desires to employ the services of said Pam Conner as City Manager of the City of Powder Springs, Georgia as provided by Section 2.27 of the City Charter of the City of Powder Springs; and

**WHEREAS**, it is the desire of the Mayor and Council to provide certain benefits and establish certain conditions of employment, relative to said Employee; and

**WHEREAS**, Employee desires to accept such employment as City Manager under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Employment**

Employer, having duly appointed Employee as City Manager of the City of Powder Springs, does hereby agree to employ Employee as City Manager under the terms and conditions set forth herein and in the charter and ordinances of the City of Powder Springs.

### **Section 2. Duties**

Employee is responsible for performing the functions and duties specified in the Charter, ordinances and resolutions of the City of Powder Springs and other duties and functions as the Mayor and Council shall from time to time assign.

### **Section 3. Term**

**A.** Pursuant to Section 2.27 of the City Charter of the City of Powder Springs, Employee shall serve at the pleasure of the Mayor and Council. This agreement shall commence at the conclusion of the contract currently in effect and shall be for a term of two (2) years. At the conclusion of the two (2) year term, Employee will become an at will employee serving at the pleasure of the Mayor and Council with no claim to severance benefits. However, nothing herein shall prohibit the parties from entering into a new Employee Agreement at or prior to the conclusion of the term hereof.

**B.** Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the

Employee to resign at any time from her position with Employer, though Employee agrees to provide a minimum of thirty (30) days advance notice of her resignation, unless mutually agreed otherwise. Any such resignation shall be communicated by written notice to Employer and shall specify the applicable resignation date.

**Section 4. Suspension Pending Removal**

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement pursuant to Section 2.28 of the City of Powder Springs Code of Ordinances.

**Section 5. Termination Severance Pay and Notice Provision**

A.. In the event that the Mayor and Council wish to remove Employee from office with or without Cause prior to the end of a term, the provisions set forth in Section 2.28 of the City Charter shall apply. Cause is defined as willful misconduct, willful neglect, or willful refusal to follow the directives of Mayor and Council given incident to any performance evaluation contemplated by Sec 7 herein. Following the effective date of any final resolution removing Employee from office without Cause, Employee shall be entitled to severance pay equal to ninety (90) days of salary and benefits payable as a lump sum, including prior accrued benefits, on her last day of employment and shall thereafter become a Consultant to Employer working at the discretion and direction of the Mayor and Council to provide for continuity of governmental operations for a period of ninety (90) days at a salary equivalent to that which she was earning at the time of the effective date of any final resolution of removal. Following the effective date of any final resolution removing Employee from office with Cause, Employee shall not be entitled to any severance pay of unaccrued salary and benefits and shall not be retained by Employer as a Consultant. Employee shall have no further rights to any compensation or any other benefits from Employer except as provided herein.

B. In the event of termination of Employee's employment for any reason, including voluntary resignation, Employee will return to Employer all records, materials and other physical objects relating to Employee's employment, including tools, passwords and other identification materials, computer programs, documentation, memoranda, notes, records, drawings, manuals or other documents pertaining to the governance of the City of Powder Springs, the office of City Manager, or Employee's employment in general, including copies thereof, except that Employee shall be entitled to retain a copy of his or her personnel file and records, including information related to employee benefits and his or her pay records.

**Section 6. Salary**

Employer agrees to pay Employee for his or her services rendered pursuant hereto an annual base salary of \$109,000.00, payable in equal installments at the same time as other employees of the Employer are paid.

**Section 7. Performance Evaluation**

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Mayor and Council may from time to time determine, in consultation with Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Mayor and Council and provide an adequate opportunity for the Employee to discuss his or her evaluation with the Mayor and Council.

B. Annually, the Mayor and Council and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Mayor and Council’s policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitation as specified and the annual operating and capital budgets and appropriations provided.

**Section 8. Hours of Work**

It is recognized the Employee may be required to devote a great deal of time outside normal office hours to the business of Employer. Employee shall be an exempt employee as defined under the City of Powder Springs Employee Manual.

**Section 9. Outside Activities**

Employee shall not engage in any outside employment activities, including teaching, consulting, or other non-Employer business without prior approval of the Mayor and Council, which approval shall not unreasonably be withheld for employment of no more than eight (8) hours per week, so long as such employment does not constitute a conflict of interest as determined by the Council or the City Attorney.

**Section 10. Automobile Expense**

Employee shall be paid a \$400 per month car allowance which shall be used by Employee to provide a suitable automobile for carrying out the City’s business for trips inside Cobb County. Employee shall be responsible for paying all automobile liability, property damage, and comprehensive insurance and shall carry minimum comprehensive general insurance in the amount of \$100,000 per person/\$300,000 aggregate. For trips outside Cobb County, Employee may either use a vehicle provide by the City or be reimbursed for mileage at the approved mileage rate.

**Section 11. Vacation and Sick Leave**

Employee shall accrue, and have credited to her personal account, vacation and sick leave at the same rate and nature as afforded department heads of Employer, including provisions

governing payment for such accruals on termination of employment, except as may otherwise be provided herein.

**Section 12. Disability, Health and Life Insurance**

A. Employer agrees to make group term life insurance coverage available to Employee as may be commensurate with that offered to the other employees of Employer.

B. Employer agrees to provide medical insurance coverage for Employee and to make available family coverage for Employee's dependents to the extent consistent with applicable law and terms of the applicable benefit plans, and further agrees to pay the premiums on the coverage for the Employee only, equal to that which is provided and paid for by Employer to other employees of Employer. If the Employee opts out of medical Insurance coverage, the Employer shall pay the Employee an amount equal to the premium that the Employer would pay for Employees coverage had employee elected to be covered by such insurance. This sum shall be added to the employees Base Salary referenced in Paragraph 6 herein.

C. Employer agrees to provide disability insurance coverage for Employee and to pay the premiums thereon equal to that which is provided all other employees of Employer.

**Section 13. Retirement**

Employer agrees that Employee will be eligible for participation in the City's regular retirement and pension plans and subject to all terms and conditions of such plans.

**Section 14. Dues and Subscriptions**

Subject to the approved annual budget, Employer may pay for the professional dues and subscriptions of Employee necessary for his or her continued and full participation in national, state, and local associations and organizations necessary and desirable for his or her continued professional participation, growth, and advancement, and for the good of the Employer.

**Section 15. Professional Development**

A. Subject to the approved annual budget, Employer may pay travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Georgia Municipal Association, the Georgia City-County Management Association and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. Subject to the approved annual budget, Employer may pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his or her professional development and the good of the Employer.

### **Section 16. Indemnification**

To the extent allowed by law, and to the extent covered by an insuring agreement to which the City is a party, Employer shall defend or cause to be defended, and shall hold harmless and indemnify or shall cause to be held harmless and indemnified, Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, other than a proceeding initiated by Employee or Employer related to any contest or dispute between Employee and Employer with respect to this Agreement or Employee's employment hereunder, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. At the option of the Employer, the Employer or its insurer may dispute, contest, arbitrate, mediate, compromise or settle any such claim or suit and pay the amount and costs of any such response, settlement or judgment rendered thereon.

### **Section 17. Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee in her role as City Manager or an employee of the Employer under any law or ordinance.

### **Section 18. Other Terms and Conditions of Employment**

A. The Mayor and Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the duties, responsibilities, authority, and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, state law, City Charter or City Ordinance.

B. All provisions of the City Charter, City Code, all regulations and rules of Employer relating to vacation and sick leave, holidays, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit to Employee, except as may otherwise be provided herein.

C. Employee shall cooperate with any litigation or claim, pending or made, which involves, in whole or in part, the office of the City Manager and shall agree to assist with such litigation or claim at no cost to the City, other than any Mayor and Council approved reimbursement of travel costs.

### **Section 19. No Reduction of Benefits**

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer in similar positions as Employee. Nothing in this Section 19 precludes suspension and/or subsequent removal as described herein.

**Section 20. Notices**

Notices pursuant to this agreement shall be given in writing and by deposit in the United States mail, postage prepaid, registered or certified mail, and shall be deemed given as of the date of deposit of such written notice in the United States mail. The following addresses shall be used for notice as contemplated herein:

To Employer: Mayor  
City of Powder Springs  
4484 Marietta Street  
Powder Springs, Georgia 30127

To Employee: Pam Conner  
916 Dual Hall Court  
Powder Springs, Georgia 30127

It shall be the responsibility of the Employee to provide to Employer timely notice of all changes of address, and to provide as soon as reasonably practical a local residential address for Notice pursuant to this Section 20.

**Section 21. General Provisions**

**A.** The provisions herein constitute the entire agreement between the parties. There are no other agreements, conditions or representations, oral or written, express or implied, between the Employer and the Employee. This agreement may be amended only in writing signed by both parties hereto.

**B.** This agreement shall be binding upon and inure to the benefit of, and be binding upon, the Employer and its successors and assigns, and Employee, together with Employee’s executor, administrator, personal representatives, heirs and legatees.

**C.** This agreement shall become effective commencing \_\_\_\_\_, 2017 at the conclusion of the current Employee Agreement.

**D.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision in this agreement. Nor will failure by Employer to insist upon strict compliance with any of the terms, covenants or conditions hereof be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power of Employer hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

**E.** This agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

**F.** Headings in this agreement are for convenience only and shall not be used to interpret or construe this agreement or its provisions.

**G.** This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**H.** Employer shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for Employer to satisfy any withholding tax obligation it may have under any applicable law or regulation.

**I.** EMPLOYEE ACKNOWLEDGES AND AGREES THAT SHE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT SHE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HER CHOICE BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

**CITY OF POWDER SPRINGS**

By: \_\_\_\_\_  
Its: Mayor

Date Signed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk  
[SEAL]

**EMPLOYEE:**

\_\_\_\_\_  
Pam Conner (SEAL)

Date Signed: \_