

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this 14th day of January 2013, by and between the City of Stockbridge in Henry County, Georgia, a municipal corporation, (hereinafter called "Employer") and David A. Milliron, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

- A. This agreement shall remain in full force in effect from January 1, 2013 until either it is terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement, or until December 31, 2013, whichever occurs first. This agreement shall automatically renew for each succeeding year until the close(December 31) of each succeeding year for which it is renewed, unless the City takes action to terminate it pursuant to Section 9, 10, or 11 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ David A. Milliron as City Administrator to perform the functions and duties specified in Chapter 2.12.035, Section C of the City of Stockbridge charter and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$110,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement if the City's policies provide for doing so as to all other full time employees. Increased compensation can be in the form of a salary increase and/or a bonus, and shall be calculated in the same manner as all other full time City employees.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other full time employees of the City of Stockbridge or, in the event no such plan exists, to provide coverage for the Employee and his dependents.

- B. The Employer agrees to make required premium payments for short term disability coverage for the Employee consistent with the practice for all other full time City employees. In addition, the Employee will be provided the option of enrolling in long term disability coverage through the City consistent with the practice for all other full time City employees. Premiums for long term disability coverage will be made by the Employer or Employee depending upon the City's practice for all other full time City employees.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the premium due for term life insurance consistent with the City's practice for all other full time City employees. Employee will also be eligible for any optional additional life insurance coverage provided to all other full time employees. The Employee will pay the premium for any optional life insurance coverage consistent with the practice for all other full time employees. The Employee shall name the beneficiary of his life insurance policy.

Section 5: Vacation, Sick, and Military Leave

- A. Upon commencing employment, the Employee shall be credited with paid sick and vacation (or PTO) leave equal to the amount he has currently banked based upon his prior employment with the City, subject to the requirements of any City leave buyback program. The Employee shall thereafter accrue paid sick and vacation (or PTO) leave on an annual basis at the highest rate provided to all other full time employees.
- B. Upon commencing employment, the Employee shall be provided any and all Family and Medical Leave Act leave required by the Act and City policies.
- C. The Employee is entitled to accrue all unused paid leave consistent with then existing City policies, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued paid sick and vacation time (or PTO) accrued as of the date of termination consistent with the practice for all other full time City employees.
- D. The Employee shall be entitled to military reserve leave time pursuant to state law and City of Stockbridge policy.
- E. The Employee shall annually be credited with fifteen (15) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation and fuel, maintenance, repair, and regular replacement of a full-

size automobile. The Employee agrees that any City vehicle should be used only for official City business, and that fuel will be paid for by Employer only to the extent that the vehicle is used for official City business.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required, as long as said contributions are consistent with those made on behalf of all other full time City employees.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. The Employer reserves the right to determine, at its sole discretion, whether any given dues, subscriptions, or participation in any group/association/organization is/are "necessary and desirable".
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The City Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay at its sole discretion for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. The Employer shall provide Employee with a laptop computer, software, fax service, document scanner, and cell phone as required for the Employee to perform the job and to maintain communication.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
- E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to four months' salary at the Employee's then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued paid sick and vacation leave (or PTO). The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed by Employee on regular compensation.

For a period of four months following termination, the Employer shall pay the cost to continue the following benefits:

- A. Health insurance for the employee and all dependents as provided herein;
- B. Life insurance as provided herein;
- C. Short-term disability as provided herein;
- D. Out placement services should the employee desire them in an amount not to exceed \$15,000, and
- E. Any other available benefits provided to all other full time City employees.

In order to receive his severance under this Section, Employee agrees that he must turn in all City equipment, including all City documents and materials, within 48 hours of the termination of his

employment with the City. Failure to timely turn in the equipment will not disqualify employee from his severance, however, the City may withhold any severance until all equipment is turned in. In addition, Employee also agrees to cooperate with Employer for 1 year, or for an unlimited period of time as to matters involving litigation or claims, as Employer deems necessary following Employee's separation from employment.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to:

- A. prepare a written evaluation,
- B. meet and discuss the evaluation, and
- C. present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the express understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Claims

Beyond that required under Federal, State or Local Law, Employer shall defend Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation,

provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. In addition, Employer agrees to provide Employee with the same claims insurance coverage provided to all other employees.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Stockbridge Charter or any other law.

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER:

Mayor Mark A. Alarcon, City of Stockbridge, 4640 N. Henry Blvd., Stockbridge, GA 30281

(2) EMPLOYEE:

David A. Milliron, 37 Clarendon Ave., Avondale Estates, GA 30002-1402

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be in writing and expressly incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

- C. Effective Date. This Agreement shall become effective on January 1, 2013.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

City of Stockbridge:

Mark R. Wilson
Signature

Mayor
Title

1-15-13
Date

Employee:

[Handwritten Signature]
Signature

City Administrator
Title

January 14, 2013
Date

Approved as to form:

Timothy J. Libero
Signature of City Attorney

Attested to as witness:

Theronda A. Blackmon
Signature of City Clerk