AG15-331

CITY OF STOCKBRIDGE

CITY MANAGER EMPLOYMENT AGREEMENT

The City of Stockbridge, Georgia, a Municipal Corporation, hereinafter referred to as "City" and Michael Harris, hereinafter referred to as "Employee," do agree as follows:

1. For and in consideration of the salary payments and other consideration hereinafter mentioned to be made by the City, Employee agrees to act as the City Manager to carry out, to the best of his ability, all duties imposed upon him by the City's Charter, the laws of the State of Georgia, City Ordinances, and such other duties as the City's Council may, from time to time, require of him.

2. This Agreement shall comply with O.C.G.A. § 36-60-13 and shall be subject to all the provisions of the City's Charter. It shall commence on March 31, 2014 and shall terminate absolutely and without further obligation on the part of the City on the last calendar day in the year which this Agreement is executed and at the close of each succeeding calendar year for which it may be renewed as provided herein. This Agreement shall automatically renew under the same terms and conditions until terminated as provided herein.

3. Subject to the provisions of Section 13 herein, the Mayor and/or the majority of City Council may terminate this Agreement at any time. If this Agreement is terminated by the Mayor, the Employee has the right to appeal to City Council within 10 days of the termination. A majority vote of City Council may either uphold the Mayor's termination or reverse the Mayor's termination.

4. (A) Employee's annual salary shall be $170,500.20 for the pay period ending August 14, 2015 and thereafter shall be $115,500 and shall be paid bi-weekly. Employee's base pay and/or other benefits will be reviewed annually by the City Council. Such compensation may be adjusted at the discretion of the City Council.

   (B) It is further agreed that the City will make bi-weekly deposits equal to 10.00% of Employee's base salary to into the ICMA Retirement Corporation on his behalf.

5. Employee will not receive retirement benefits from the City's retirement program for civil service employees.

6. The City shall provide Employee a cell phone and a tablet or laptop for all city business and limited personal use.

7. The City shall provide Employee with a city vehicle and the City shall be responsible for maintenance and gas for the vehicle. Employee shall not be entitled for mileage reimbursement for vehicle travel.

8. Upon commencement of employment, the City agreed to credit Employee with 160 hours of Paid Time Off (PTO). Thereafter, the Employee's PTO shall continue to accrue at the rate in effect for other City employees with a maximum unused accrual of ninety (90)

days. PTO may be used at any time during the term of the Employee's employment. Employee will not be paid for unused, accrued PTO upon involuntary termination of employment; provided however, Employee shall receive unused, accrued PTO if Employee is subject to layoff or reduction in force, retire, or otherwise voluntarily terminates Employee's employment, and provide two weeks' notice of such termination.

9. The City will pay for dues to professional associations and groups as approved by the City Council for the City Manager.

10. Payment of expenses for attendance by Employee at annual conferences of GMA and other professional and municipal associations or professional development meetings shall require approval by the City Council.

11. Upon approval of the City Council, the City will pay expenses for professional development materials and general municipal and professional literature and subscriptions within Council's established limits.

12. Except as otherwise provided herein, Employee shall receive all other benefits customarily provided to other City employees including, but not limited to, health and life insurance, holidays, sick leave, worker's compensation and all other allowances provided to City employees.

13. The City reserves the unilateral right to terminate this Agreement for any reason at any time, but will give Employee four (4) months' severance pay upon termination; provided however that should City terminate Employee for just cause, Employee shall not be entitled to severance hereunder. Just cause is defined for purposes of this Agreement as:

    a. a finding by the City of gross misconduct by the Employee, including but not limited to theft, embezzlement, fraud, bribery, or other conduct which shocks the conscience, whether such conduct occurs within or outside the scope of the employment;

    b. after a thirty (30) day period of notice and an opportunity for correction, the Employee continues to violate a policy adopted by the Mayor and Council;

    c. conviction or plea of nolo contendere by the Employee to a felony or crime of moral turpitude;

    d. willful misuse, conversion or misappropriation by the Employee without authority of public property or public funds entrusted to him; or

    e. a finding by the Mayor and Council that Employee has violated any provision of the Charter of the City of Stockbridge, Georgia.

14. Employee reserves the unilateral right to terminate this Agreement by giving thirty (30) days advance notice of such termination to the City.

15. The City shall defend, save harmless and indemnify Employee against any tort, except for willful torts, professional liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. The City may compromise and settle any claim or suit without Employee's approval and shall pay the amount of any settlement or judgment rendered thereto.

16. The City shall pay the full cost of any fidelity or other bonds required of Employee under any law ordinance.

17. The Agreement may be amended at any time by the mutual consent of the parties hereto, provided that no such amendment shall be effective unless reduced to writing and signed by all parties and approved by the City Council.

AGREED TO THE 10th DAY OF August, 2015.

Michael Harris

CITY OF STOCKBRIDGE, GEORGIA

Tim Thompson, Mayor

ATTEST:

City Clerk