

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter, "Agreement") is entered into by and between the City of Chamblee, Georgia, a political subdivision of the State of Georgia (hereinafter, "City"), and Jonathan Walker (hereinafter, "Walker" and sometimes "City Manager"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City desires to employ Walker as its City Manager, as provided for in Article 5, Section 1 of the City Charter of the City of Chamblee; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation and to establish conditions of employment for Walker as City Manager; and

WHEREAS, Walker desires to accept employment as City Manager of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1: Employment.

A. The City hereby appoints Walker to serve as its City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Walker to undertake duties as City Manager shall be effective September 20, 2016, or until the date upon which the City Council votes to approve this Agreement, whichever is later. This Agreement shall remain in effect until terminated by the City or by Walker as provided herein.

C. In accordance with the City Charter, Walker's appointment as City Manager is for an indefinite term.

Section 2: Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay Walker an annual base salary of \$145,000.00, payable in installments consistent

with the City's regular payroll practices. Said salary shall be paid effective the date Walker undertakes the duties as the appointed City Manager.

B. The City may increase said base salary in such amounts and to such an extent as the City Council may determine desirable on the basis of annual performance evaluations. Such evaluations shall be in such form as the Council deems appropriate and, to the extent practicable, will be conducted between January 1st and March 31st of each year in which this Agreement is effective.

C. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted or applied so as to require the City to increase the base salary or other benefits of the City Manager. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3: Duties and Obligations.

A. As City Manager, Walker shall have the duties, responsibilities, and authority of said office under Article 5, Section 1 of the City Charter including but not limited to:

1. Appoint and, when necessary for the good of the City, suspend or remove all officers and employees of the City subject to the City Charter and applicable personnel policies and procedures, which the Mayor and City Council had been heretofore empowered to appoint and discharge, except the City Attorney, the outside auditor, the municipal judge, the assistant judge, and inspectors, who shall be appointed and removed by the Mayor and City Council. Walker may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
2. Direct and supervise the administration of all departments, offices, and agencies of the City except as otherwise provided by law or the City Charter;
3. Attend all City Council meetings. Walker shall have the right to take part in discussion but shall not have the right to vote;

4. See that all laws, provisions of the City Charter, and acts of the City Council subject to enforcement by the City Manager or by officers subject to the City Manager's direction and supervision are faithfully executed;
5. Prepare and submit the annual operating budget and the capital budget to the City Council;
6. Submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
7. Make such reports as the City Council may require concerning the operations of City departments, offices, and agencies subject to the City Manager's direction and supervision;
8. Keep the City Council fully advised as to the financial condition and future needs of the City;
9. Make recommendations to the City Council concerning the affairs of the City; and
10. Perform such other duties that are specified by state law or the City Charter or are required by the City Council.

Walker agrees to perform all duties and responsibilities and exercise such authority faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. Walker shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities under this Agreement. Walker may, however, engage in educational and professional activities and other such activities upon receipt of prior written approval by the Mayor, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. Unless the City Manager is utilizing paid time off, he shall dedicate no less than forty (40) hours per week in the performance of his duties hereunder.

C. In the event Walker serves on any appointed or elected boards of any professional organization or any committees related to his professional activities for which he receives compensation or property valued in excess of \$100.00, excluding per

diems or reimbursement of expenses, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

D. In the event of Walker's temporary absence or disability, he shall designate a qualified City officer or employee to exercise the authority and perform the duties and responsibilities of the City Manager as provided in Article 5, Section 1, Subparagraph (c) of the City Charter.

Section 4: Automobile Allowance and Communications Equipment.

As City Manager, Walker is required to be on call for twenty-four hour service. In recognition thereof:

A. The City shall pay to Walker the sum of \$400.00 per month as a motor vehicle allowance. Walker agrees to be responsible for all costs and expenses for the repair, maintenance, operation, insurance and other expenses associated with any privately owned vehicle he uses for City business and personal use.

B. The City shall pay to Walker the sum of \$50.00 per month as a cellular telephone allowance.

Section 5: Dues and Subscriptions.

The City agrees to budget annually and pay for the reasonable professional dues, subscriptions and memberships of the City Manager necessary for his continual and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the City, including, but not limited to, the International City/County Management Association.

Section 6: Professional Development.

A. The City agrees to budget and pay for reasonable and customary travel and subsistence expenses of the City Manager for approved professional and official travel, meetings and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the International City/County Management Association, Georgia City-County Management Association, Georgia Municipal Association and such other national, regional, state and local government groups and committees thereof on

which the City Manager serves as a member. Said expenses shall be subject to budget limitations and City travel policies as from time to time established by the City.

B. The City also agrees to budget and pay for the reasonable travel and subsistence expenses of the City Manager for courses, training and seminars necessary for his professional development as a City Manager and for the good of the City. Said expenses shall be subject to budget limitations and City travel policies as from time to time as established by the City.

Section 7: Community Involvement.

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages and expects Walker to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8: Vacation and Sick Leave.

Walker shall be entitled to four (4) weeks (twenty (20) working days) paid time off every year. The maximum number of days of paid time off which may be accrued shall be thirty (30) days.

Section 9: Holidays.

Walker is entitled to the same paid holidays as all other City employees. The current paid holidays, as of the date of this Agreement, are New Year's Day, Martin Luther King, Jr.'s Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day (and the Friday immediately thereafter), and Christmas Day.

Section 10: Health, Dental, Life and Disability Insurance.

The City agrees to provide to Walker the same health insurance, vision insurance, dental insurance, life insurance, and short term disability benefits as are provided to all other City employees.

Section 11: Retirement.

The City agrees to contribute to a retirement plan of City Manager's choosing on a bi-weekly basis an amount equal to ten (10 %) per cent of City Manager's gross salary for such bi-weekly period.

Section 12: Termination by the City and Severance Pay.

A. As City Manager, Walker shall serve at the pleasure of the City Council, meaning that the City Council may terminate this Agreement and Walker's employment (and/or modify the terms and conditions of such employment) at will, at any time, with or without cause, subject only to the termination procedures set forth in Paragraph B, below:

B. Pursuant to Article 5, Section 1, Subparagraph (g) of the City Charter, the City Council may terminate this Agreement and Walker's employment in accordance with the following procedures:

1. The City Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal, including whether the termination is with or without "cause." Pursuant to such preliminary resolution, Walker may be suspended from duty for a period not to exceed forty-five (45) days. A copy of the preliminary resolution shall be delivered promptly to Walker;
2. Within five (5) days after a copy of the preliminary resolution is delivered to Walker, he may file with the City Council a written request for a hearing by the City Council. Said hearing shall be held within thirty (30) days after the request is filed. Walker may also file with the City Council a written argument in response/reply to the preliminary resolution not later than five (5) days prior to the hearing;
3. If Walker has not requested a hearing within the time specified in Paragraph 2, above, the City Council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If Walker has requested a hearing within the time specified in Paragraph 2, above, the City Council may adopt a final resolution for removal, by an affirmative vote of a majority of all its members, at any time after the hearing;

4. Walker shall continue to receive his salary and benefits until the effective date of a final resolution of removal. He shall not accrue any paid time off during any period of suspension under Paragraph 1, above.

C. In the event the City Council adopts a final resolution to terminate Walker's employment "without cause," then within ten (10) business days following such vote, the Council shall cause Walker to be paid any accrued and unpaid salary and benefits earned (including vacation, sick leave, and insurance, but excluding such items and allowances as are used in conducting City business such as, but not limited to, the automobile allowances) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following adoption of the final resolution to terminate Walker's employment "without cause," the Council shall also cause Walker to receive a lump sum severance payment equal to four (4) months of his base salary at the time of the resolution as full and complete payment and satisfaction of any claims of whatsoever nature arising out of this Agreement or otherwise; provided, however, that as consideration for such severance payment, Walker shall, prior to receipt thereof, execute and deliver to the City a general release of the City, its Council members, and its past and current officers, agents, and employees for any and all acts and/or omissions from the beginning of time until the date of release, said release to be prepared by the City Attorney or his/her designee.

D. In the event Walker is terminated for "cause," the City shall have no obligation to pay the amounts outlined in Section 12, Paragraph C. of this Agreement. For purposes of this Agreement, the term "cause" includes, without limitation:

1. Misfeasance, malfeasance, and/or nonfeasance in performance of the Walker's duties and responsibilities and/or the exercise of his authority under this Agreement or the City Charter;
2. Commission of a misdemeanor crime, other than a traffic offense, or a felony crime, including conviction or a plea of guilty or no contest but irrespective of whether there is an adjudication of guilt;
3. Neglect of duty, including the inability or unwillingness to properly discharge the duties and responsibilities of office;
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination, including insubordination;

5. Commission of any fraudulent act or omission against the interest of the City;
6. Commission of any act which involves moral turpitude or which causes the City disrepute;
7. Violation of either the City's Code of Ethics or any provision contained within the International City/County Management Association Code of Ethics, unless such provision is inconsistent with the City Charter or Code of Ethics; or,
8. Any other act of a similar nature of the same or greater seriousness.

E. In the event the City Council, at any time during the term of this Agreement, reduces Walker's salary or benefits, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City fails or refuses to comply with any material provision of this Agreement, Walker shall notify the Council in writing of the alleged violation. The City shall have forty-five (45) days from such notice within which to cure the alleged violation, otherwise, Walker may, at his option, consider such violation as termination "without cause," and the severance pay and release provisions contained herein shall become applicable.

Section 13: Termination by the City Manager.

Walker may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If Walker terminates this Agreement, then the provisions of Section 12, Paragraph C. above, shall not apply. If Walker voluntarily resigns pursuant to this Section, the City shall pay to Walker all accrued compensation due him up to his final day of employment, including any accrued vacation or sick leave, which shall be compensated the same as for any other City employee who voluntarily resigns his/her employment. The City shall have no further financial obligation to Walker pursuant to this Agreement.

Section 14: Disability.

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any period of paid time off, the City shall have

the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph C. of this Agreement.

Section 15: Indemnification.

A. The City shall defend, hold harmless, and indemnify Walker against any action for injury or damage suffered as a result of any act, event, or omission committed in or arising from the reasonable performance of his duties and responsibilities and exercise of authority under this Agreement and the City Charter and in the absence of compelling evidence that he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In the event the City elects to compromise and settle any such claim or suit, the City shall pay the amount of any settlement or judgment rendered thereon.

B. In the event the City is held liable for the acts or omissions of Walker committed while acting outside the course and scope of his duties and responsibilities or in excess of his authority under this Agreement or the City Charter, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, Walker shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

C. Any indemnification provided to Walker pursuant to this Agreement shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City, subject to the limitations set forth in Section 15, Paragraph B, above. Provided, however, that no aspect of this paragraph shall be interpreted or applied as to require the City to provide any indemnification to Walker for any post-termination acts or omissions.

Section 16: Bonding.

The City agrees to bear the full cost of any fidelity or other bonds required of Walker under any policy, regulation, ordinance or law.

Section 17: Code of Ethics.

Inasmuch as Walker is or shall be an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by

ICMA is incorporated herein and by this reference made a part hereof, except to the extent such Code of Ethics is inconsistent with the City's Charter and/or Code of Ethics. Subject to the limitations set forth herein, said "Code of Ethics" shall furnish principles to govern Walker's conduct and actions as City Manager of the City.

Section 18: Attorney's Fees.

If any litigation is commenced between the Parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19: General Terms and Conditions.

A. If any provision, or any portion thereof, contained in this agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of Walker's heirs at law or personal representative.

D. This Agreement constitutes the entire Agreement of the Parties as to the subject matters contained herein. Any modification or change to this Agreement must be made in writing and signed by all Parties.

E. To the extent any term or provision of this Agreement is inconsistent with the City Charter and/or the Code of Ordinances, the City Charter and/or Code of Ordinances shall supersede such term or provision.

F. The terms of this Agreement shall be governed and construed pursuant to the law of the State of Georgia. The Parties further agree that any litigation arising out of or related to this Agreement and/or Walker's employment with the City shall be filed and litigated in the Superior Court of DeKalb County, Georgia, or the United States District

Court for the Northern District of Georgia, as appropriate, and the Parties expressly consent, and waive the right to object, to the personal jurisdiction of said courts.

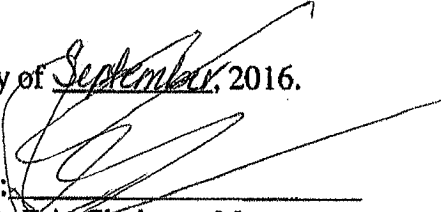
G. Upon Walker's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances to his estate in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits to designated beneficiaries in accordance with the City's insurance policies or plans.

H. The language contained in this Agreement shall be deemed to be that approved jointly by the Parties, and no rule of construction shall be applied against either Party hereto. No provision of this Agreement is inferred or shall be interpreted so as to preclude any Party to this Agreement from complying with any federal, state, or local law, rule, or regulation.

I. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Parties had signed the same instrument. Each person executing this Agreement warrants and represents that such person has the authority to do so.

Executed by the CITY this 28 day of September, 2016.

By: 
R. Eric Clarkson, Mayor
City of Chamblee, Georgia

ATTEST



Executed by WALKER this 28 day of September, 2016.

By: 
Jonathan Walker

ATTEST

