

STATE OF GEORGIA

COUNTY OF DEKALB

INTERIM CITY MANAGER CONTRACT BETWEEN THE
CITY OF AVONDALE ESTATES AND KENNETH TURNER

THIS EMPLOYMENT CONTRACT (“Agreement”) is made and entered into effective the 14th day of February, 2018 (“Effective Date”) by and between the CITY OF AVONDALE ESTATES, GEORGIA, hereinafter referred to as “City” and KENNETH H. TURNER, hereinafter referred to as “Employee.”

WITNESSETH

WHEREAS, Employee is currently employed by City as the City’s Finance Director; and

WHEREAS, the City wishes to employ Employee as City Manager of the City of Avondale Estates, Georgia, on an interim basis, in addition to his role as Finance Director; and

WHEREAS, the Employee wishes to serve as interim City Manager in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the payments, covenants and mutual promises contained herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Employee agree as follows:

1.

EMPLOYMENT OF EMPLOYEE

City hereby appoints Employee to the position of interim City Manager in accordance with the terms of this Agreement. Employee’s term of employment as

interim City Manager under this Agreement shall begin on February 15, 2018, shall be of an indefinite duration, and shall be subject to the termination provisions set forth in this Agreement.

2.

DUTIES

Employee shall provide the services set forth in Exhibit "A" to this Agreement, which is incorporated herein by reference. In addition, as interim City Manager, Employee shall specifically provide such advice, analysis, and service as shall be requested by the Board of Mayor and Commissioners or its designee. Employee shall devote all of his productive time, ability and attention to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance. The parties recognize that Employee will be required to donate a great deal of time outside of normal business hours to his employment. Accordingly, Employee shall be allowed to establish an appropriate work schedule so long as all job duties are met. The Employee shall not, directly or indirectly, render any services of a business, commercial or professional nature to any other person or entity, whether for compensation or otherwise, without the prior written consent of the City, which consent may be granted or withheld in the City's sole and absolute discretion. Employee shall perform his duties as interim City Manager at City's offices (or at other locations as the requirements of the duties require) and necessary supplies, facilities and equipment will be supplied by the City.

3.

NOTICES

Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this paragraph, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally shall be deemed received as of the actual receipt; mailed notices shall be deemed received as of three (3) days after mailing. Each party has a duty to notify the other party of any change of address within five (5) days of such a change.

NOTICE ADDRESSES:

City of Avondale Estates
Attention: City Clerk
21 N. Avondale Plaza
Avondale Estates, GA 30002

Kenneth H. Turner
30 Shagbark Drive, SW
Cartersville, GA 30120

4.

COMPENSATION AND BENEFITS

(A) For all services described herein, Employee's monthly base salary ("Base Salary") shall be Twelve Thousand One Hundred Forty One Dollars and Sixty Seven Cents (\$ 12,141.67), to be paid in such manner and at such time as other employees of the City are paid.

(B) Employee shall provide his own automobile for travel between his residence and City Hall and travel on City business. The City shall pay Employee an automobile allowance of Seventy-Five Dollars (\$75.00) per pay period (the City uses

twenty six (26) pay periods per year) and Employee shall bear all expenses of operating his vehicle, including gasoline, maintenance, and automobile liability insurance.

(C) Employee shall continue to receive the same health and dental insurance benefits that he currently receives through his employment with the City.

(D) Employee shall accrue paid vacation leave and sick leave pursuant to the City's personnel policies, in the same manner as all other City employees. Accumulated but unused vacation leave or sick leave may be carried forward to the next year to the extent and in the manner provided for in City's personnel policies.

(E) When City meetings or other City business make it necessary or convenient for Employee to stay overnight in DeKalb County, the City will provide \$250.00 per diem for lodging and meals. Such per diem will be provided to Employee up to five times per month without prior approval; additional per diem would require approval in advance by the Mayor.

5.

INDEMNITY

City agrees to defend, indemnify and hold harmless Employee against and from any and all claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of his performance under this Agreement, except that City shall not indemnify Employee for claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of Employee's gross negligence, or willful, wanton or intentional misconduct. City agrees to provide legal representation and pay the costs of defending against a claim against Employee in his individual capacity that arises from Employee's performance of his job duties so long as

the City determines that the alleged conduct was within the scope of Employee's employment.

6.

FIDELITY BOND

Employee shall maintain a fidelity bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) that will protect the City from dishonesty losses (i.e., loss of City monies, securities, and other property) arising out of or resulting from Employee's action or failure to act. City shall reimburse Employee for the reasonable cost of said fidelity bond.

7.

TERMINATION

Either party hereto may terminate this Agreement at any time for any reason or for no reason, by giving written notice of termination to the other party. City shall be required to give Employee seven (7) days written notice of termination. Employee shall be required to give City sixty (60) days written notice. Employee shall not be entitled to any severance pay upon termination.

8.

OPPORTUNITY TO APPLY FOR
PERMANENT CITY MANAGER POSITION

The City intends to engage an outside consultant to develop a process and perform an open search for a person to fill the City Manager position on a permanent basis. Employee is encouraged to apply for the permanent City Manager position. If

Employee elects to apply, Employee agrees to participate in the same process in the same manner as other applicants.

9.

MISCELLANEOUS

A) Assignment

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by Employee without the prior written consent of City.

B) Successors and Assigns

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

C) Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief that may be available. The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

D) Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

E) Amendment

This Agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

F) Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

10.

ENTIRE AGREEMENT

This Agreement supersedes any and all prior negotiations or agreements between the parties and represents the entire agreement between the parties with respect to Employee's employment with the City. The parties hereby acknowledge and agree that there have been no offers or inducements which have led to the execution of this Agreement other than as stated herein. The Employee represents and warrants that he has fully read this Agreement, understands same, and enters into it freely.

CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

(SEAL)

Approved as to Form:

Robert E. Wilson, City Attorney

EMPLOYEE:

KENNETH H. TURNER

Exhibit "A"

Duties of Employee-City Manager

1. Appoint and, when the City Manager deems it necessary for the good of the City, suspend or remove all city employees and administrative officers the City Manager appoints, except as otherwise provided by law or personnel ordinances adopted by the Board of Mayor and Commissioners ("BOMC"); and the City Manager may authorize any administrative officer who is subject to the City Manager's direction and supervision to exercise those 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 the City charter or by law;
3. Attend BOMC meetings as requested by the BOMC. At such meetings, the City Manager shall have the right to take part in discussion but not to vote;
4. See that all laws, provisions of the City charter, and acts of the BOMC, 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 a proposal annual operating budget and capital budget to the BOMC;
6. Submit to the BOMC and make available to the public a complete report of the finances and administrative activities of the City as of the end of each month and the end of each fiscal year;
7. Make such other reports as the BOMC may require concerning the operations of City departments, offices, and agencies subject to the City Manager's direction and supervision;
8. Act as purchasing agent of the City and purchase all materials, supplies, and equipment for the conduct of the business of the City;
9. Keep the BOMC fully advised as to the financial condition and future needs of the City and make such recommendations to the BOMC concerning the affairs of the City as the City Manager deems desirable;
10. Perform other such duties as are specified for the City Manager in the City charter or as may be required by the BOMC;
11. Acquire BOMC direction, establish estimated income and direct the development of a balanced operating and capital improvements budget;

12. Consider financial restraints, manpower requirements and citizen's demands in establishing program, project and operational goals and priorities;
13. Direct, generate, organize and implement new programs to further improve the quality of life based upon citizen's requirements and the BOMC's direction;
14. Review unique situations that result in problem areas, research possible solutions and implement action for appropriate resolution;
15. Initiate reviews and implement the enforcement of established local rules and regulations;
16. Adapt organization to the changing customs and operating techniques to ensure adherence to the appropriate chain of command and prevent dual responsibility;
17. Utilize all available methods of communications; maintain an intimate working knowledge and constant surveillance of the day-to-day operation;
18. Maintain a diligence in seeking funds for those projects and programs that may be partially or completely paid for by alternative sources;
19. Embrace any opportunity for improved revenues, including seeking out and making application for State and Federal grants;
20. Improve incentives for employees to enhance their education and work skills through the employee benefit program;
21. Evaluate expenditures to insure a dollar in value was received for a dollar spent;
22. Keep expenditures within budgeted restrictions;
23. Inform the BOMC as to the status of daily operations, special projects and programs; and
24. Ensure that all day-to-day operations of the City are carried out as directed by the policy established by the BOMC, and in accordance with the laws, rules and regulations of the state and federal government. The City Manager will provide assistance to the BOMC as requested.