

STATE OF GEORGIA

COUNTY OF DEKALB

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT CONTRACT (“Agreement”) is made and entered into as of the 4<sup>th</sup> day of December, 2018, by and between the CITY OF CLARKSTON, GEORGIA, hereinafter referred to as “City” and ROBIN I. GOMEZ, hereinafter referred to as “Employee.”

WITNESSETH

WHEREAS, the City wishes to employ the services of Employee as City Manager of the City of Clarkston, Georgia, in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the Employee wishes to accept employment with the City as 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 employs the Employee and Employee accepts employment as an employee for the purposes of rendering services to City as the “City Manager” in accordance with the terms of this Agreement. Employee’s term of employment shall

begin on January 7, 2019 (referred to hereafter as the "Effective Date") and shall be of an indefinite duration, subject to the termination provisions set forth in this Agreement.

2.

### DUTIES

Employee shall perform the functions and duties of the City Manager as specified in the City's Charter and Ordinances. In addition, as "City Manager," Employee shall specifically provide such advice, analysis, and service as shall be requested by the Mayor and City Council. 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 contribute 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. 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 "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 affected 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 Clarkston  
Attention: City Clerk  
1055 Rowland Street  
Clarkston, GA 30021

Mr. Robin Gomez  
1020 Noble Vines Dr  
Clarkston GA 30021

4.

COMPENSATION AND BENEFITS

(A) For all services described herein, City shall pay Employee an annual base salary ("Base Salary") of One Hundred Twenty Thousand Dollars (\$120,000.00) per year, to be paid in such manner and at such time as other employees of the City are paid.

(B) The City shall provide to Employee, free of charge to the Employee, a mobile phone with two-way calling capability for Employee's use in carrying out his duties under this Agreement.

(C) Employee shall receive the same insurance benefits provided to other full time employees of the City, pursuant to personnel policies adopted by the City.

(D) Employee shall accrue vacation leave in the same manner as all other City employees, pursuant to personnel policies adopted by the City.

Accumulated but unused vacation leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies.

(E) Employee shall accrue sick leave in the same manner as all other full time City employees, pursuant to personnel policies adopted by the City. Accumulated but unused sick leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies.

(F) Employee may wish to participate in reasonable professional development programs through the International City/County Management Association and/or the Georgia Municipal Association. Employee shall notify the City at least thirty (30) days in advance of any such program and the City may elect to pay or reimburse Employee for the reasonable costs associated with the professional development programs, including reasonable travel, subsistence and registration expenses. It shall be in the City's sole discretion to pay for professional development activities or not. The City shall pay or reimburse the Employee the annual cost, fee or dues for Employee's membership in the International City/County Manager's Association. Payment of the expenses set forth in this paragraph shall be subject to budget limitations and shall be paid or reimbursed in accordance with the City's travel and expense policy in effect at the time that the expense is incurred.

(G) Employee shall be entitled to participate in a City-sponsored retirement plan in the same manner as other employees, pursuant to policies adopted by the City.

(H) During the term of this Agreement, the City shall provide Employee with a motor vehicle for his use in performing his job duties as City Manager and in

commuting between his residence and City Hall. The City shall bear the cost of owning, operating and maintaining such vehicle. Employee is strictly prohibited from using the vehicle provided pursuant to this section for any personal purpose.

5.

#### ANNUAL PERFORMANCE REVIEW

The parties shall make good faith efforts to establish annual performance goals for the Employee within 30 days of the Effective Date of this Agreement for the remainder of the year 2019, and no later than the first 30 days of every calendar year thereafter that this Agreement is in effect. Employee's performance shall be reviewed annually by the Mayor and City Council, commencing in 2019, not later than November 1<sup>st</sup> of each year that this Agreement is in effect. The City shall provide the Employee with at least ten (10) days verbal or written notice prior to conducting the annual performance review. Any performance review shall be conducted in accordance with the criteria developed jointly between the City and the Employee.

6.

#### 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.

TERMINATION

A) Without Cause

Either party hereto may terminate this Agreement without cause by giving no less than sixty (60) days written notice of termination without cause. In the event that the Employee terminates this Agreement without cause, his compensation and benefits shall cease as of the effective date of termination.

In the event that Employee terminates this Agreement without cause prior to December 31, 2020, Employee shall pay the City liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00). The parties agree that this amount represents a reasonable estimate of the cost to the City associated with the trouble and expense of replacing its City Manager.

In the event that the City terminates this Agreement without cause at any time within 180 days of the Effective Date, Employee shall not be paid any severance pay. In the event that the City terminates this Agreement without cause at any time after the 180<sup>th</sup> day of employment, the Employee shall be paid severance pay equal to six (6) month's base salary.

In the event that the City terminates this Agreement without cause, the City shall not oppose any unemployment compensation claim that the Employee may be eligible for with the appropriate agency.

If either party terminates this Agreement without cause, the City and the Employee agree to execute a release and waiver in which each party releases any and all

claims, demands, damages or actions that it may have against the other party arising out of the Employee's employment with the City and the termination of his employment.

B) For Cause

The parties understand and agree that the Employee is an at will employee. Notwithstanding the foregoing, for purposes of this Agreement, "for cause" shall be defined as: (i) indictment for a felony or a crime of moral turpitude; and/or (ii) a determination by the City Council that Employee has violated the City's Code of Ethics; and/or (iii) dishonesty, gross or repeated negligence, incompetency, insubordination, or any conduct that is detrimental to the public perception of the City.

The City may terminate this Agreement at any time for cause. A for cause termination shall become effective immediately upon written notice to the Employee. In the event that this Agreement is terminated by the City for cause, the Employee's compensation and benefits shall cease as of the effective date of termination.

(C) Reference letter

Upon the expiration or termination of this Agreement for any reason, the City shall provide to the Employee or to prospective employers of the Employee a letter containing Employee's dates of employment, position held, and any other information mutually agreed to by the Employee and the City.

8.

RELOCATION EXPENSES

The City shall reimburse Employee an amount not to exceed Ten Thousand Dollars (\$10,000.00) for relocation expenses. Relocation expenses eligible for reimbursement under this Agreement include travel costs, moving of household goods

and temporary housing. Proper receipts must be presented to the City for reimbursement to be paid.

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.

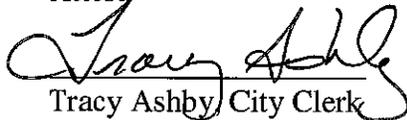
SO AGREED:

**CITY OF CLARKSTON, GEORGIA**



Ted Terry, Mayor

Attest:



Tracy Ashby, City Clerk

(SEAL)

Approved as to Form:

AGQ 11-30-18  
Stephen G. Quinn, City Attorney

**EMPLOYEE**

Re 7. J. Gomez  
ROBIN I. GOMEZ