

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into this the _____ day of _____, 2020, by and between the CITY OF GUYTON, Georgia, a municipal corporation, hereinafter called “Employer,” as party of the first part, and WILLIAM W. SAWYER, JR., hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, William W. Sawyer, Jr. is an individual who has education, training and experience in local government management;

WHEREAS, Employer desires to employ the services of William W. Sawyer, Jr. as City Manager;

WHEREAS, Employee desires to accept employment as City Manager of the City of Guyton, Georgia; and

WHEREAS, it is the desire of the governing authority of the City of Guyton, hereinafter called “City Council,” to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES AND AUTHORITY

Employer hereby agrees to employ William W. Sawyer, Jr. as City Manager and to perform functions and duties specified in the City of Guyton Charter and Code of Ordinances and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2: TERM

A. Employee agrees to remain in the exclusive employ of Employer and neither to accept other employment nor to become employed by any other employer until termination of this Agreement, unless said termination is effected as hereinafter provided. The phrase “exclusive employ” shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee’s Personal Time Off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time,

subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3: SUSPENSION AND TERMINATION

At any time during the term of this Agreement, upon the affirmative vote of a majority of all its members at a public meeting, the City Council may suspend the Employee with full pay and benefits or may terminate Employee from office.

In the event Employee is terminated by the City Council during such time that Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee any accrued Personal Time Off, and deferred compensation.

SECTION 4: RESIGNATION

In the event Employee voluntarily resigns his position with Employer, the Employee shall give Employer thirty (30) days' notice in advance, unless the parties agree otherwise.

SECTION 5: SALARY

Commencing on the Effective Date, Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of \$65,000.00 per year, payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer may increase said base salary and/or benefits of Employee in such amounts and to such extent as the City Council may determine that it is desirable to do so.

SECTION 6: AUTOMOBILE

Employer agrees to provide Employee with a vehicle necessary to conduct any official city business. This vehicle will also be available to the Employee for transportation to and from his residence. The Employer shall be responsible for all other charges for the vehicle and shall maintain liability insurance on the vehicle. The Employer shall provide the employee with a gas card in the same manner provided to other employees using city vehicles.

SECTION 7: CELL PHONE

Employer agrees to provide Employee with a cellular phone necessary to conduct any official city business. The Employer shall be responsible for all charges for the cell phone.

SECTION 8: DISABILITY, HEALTH AND LIFE INSURANCE

A. Group Health Insurance. The City participates in a group major medical insurance plan and provides this protection for all full time employees who elect to join the plan. The Employer and Employee agree that this benefit will not be extended to the Employee or his dependents as part of his employment.

B. Vision and Dental Insurance. The City currently provides vision and dental insurance plans for all full time employees who elect to join the plan. So long as such plan(s) are made available to all full time City employees, the City agrees to pay 100% of the cost of such coverage for Employee and his dependents.

C. Group Life Insurance. The City currently provides a Group Life plan for all full time employees. So long as such plan is made available to all full time City employees, the City agrees to pay 100% of the cost of such coverage for Employee.

SECTION 9: RETIREMENT

The City takes an active role in helping employees prepare financially for their retirement years. The City has established a retirement program. Employee shall become a participant in the City of Guyton's Retirement Program as any other employee of the City.

SECTION 10: DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

Employer agrees to reasonably budget for and to pay for professional dues and subscriptions of Employee necessary for his contribution and full participation in associations, and organizations necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel and meetings, adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association (GMA) Annual Conference and Mayor's Day Conference, and Georgia City County Manager's Association

conferences and such other national, regional, state and local governmental groups and committees thereof on which Employee serves as a member.

SECTION 11: PERFORMANCE EVALUATION

A. The Employer shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed by the Employer. Said criteria may be added to or deleted from as City Council may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for the Employee to discuss his evaluation with the City Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 12: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside of normal office hours to business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule as he shall deem appropriate. Employee acknowledges and agrees that the City Manager position is a full time job, and thus he is expected to work a minimum of 40 hours per week for Employer. This 40 hour expectation can be met by performing work for Employer at City Hall or elsewhere.

SECTION 13: LEAVE

Vacation and Sick time is leave that is earned to be used for vacation, personal business activities, physician appointments, medical examinations, dental appointments, and for sickness or injury. At signature hereof, Employee shall be deemed to have a total of ten (10) days (80 hours) of Vacation leave and 5 days (40 hours) of sick leave. Thereafter, Employee shall accrue PTO at the same rate as other general employees of Employer. Employee shall be allowed to take Vacation Leave and Sick Leave at such time as he deems appropriate.

SECTION 14: INDEMNIFICATION

A. In addition to that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify 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 Manager or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense to defend such legal action and Employer may not unreasonably withhold approval of such representation. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties as City Manager, unless the act or omission involved willful or wanton conduct. Any settlement of any claim must be made with prior approval of the Employer or its insurers in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. In the event Employee is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

SECTION 15: BONDING

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

SECTION 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Guyton Charter or any other law.

B. Except as herein provided, all provisions of the City of Guyton Charter and Code of Ordinances, and regulations, policies, and rules of the Employer relating to discipline, Personal Time Off, pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer.

SECTION 17: NOTICES

Notices pursuant to this Agreement shall be in writing and addressed as follows, or to such other address or addresses as either Party may from time to time designate by notice to the other Party:

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| EMPLOYER: | Mayor and Council, City of Guyton P. O. Box 99 Guyton, GA 31312 |
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| EMPLOYEE: | William W. Sawyer, Jr. 116 Mingledorff Way Guyton, GA 31312 |
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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 of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18: 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 superseded by this Agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be 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 commencing on _____, 2020 (the "Effective Date").

D. Severability. The invalidity or partial invalidity of any portion of this Agreement shall 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.

E. Jurisdiction and Venue. The Employer and Employee agree that the Superior Court of Effingham County, Georgia shall have jurisdiction over any and all legal and or equitable disputes arising from this Agreement or Employee's employment by Employer, and agree that venue is proper in such forum.

F. Choice of Law. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the City of Guyton has caused this Agreement to be signed and executed on its behalf by its Mayor, duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER:

The City of Guyton

By: _____

Russ Deen

Mayor, City of Guyton, Georgia

ATTEST:

Tina Chadwick
City Clerk, City of Guyton, Georgia

EMPLOYEE:

William W. Sawyer, Jr
City Manager, City of Guyton

Approved as to form by:

Benjamin M. Perkins, Esq.
City Attorney, City of Guyton, Georgia