

**Employment Agreement
Newton Board of Commissioners
County Manager**

Introduction

This Agreement, made and entered into this 20th day of September 2016 by and between **Newton County, Georgia**, a political subdivision of the State of Georgia (hereinafter called "Employer"), and **T. Lloyd Kerr**, (hereinafter called "Employee"), an individual who has the requisite education, training and experience in local government management. The terms of this Agreement are as follows:

Section 1: At-Will Status and Start Date

The Employee's employment with Employer is intended to be "at will" and shall be subject to cessation, with or without cause, at any time, subject only to the obligations set forth in Section 10.

Section 2: Duties

Employer agrees to employ **T. Lloyd Kerr** as County Manager to perform the functions and duties specified in Employer's "County Manager" job description and to perform other legally permissible and proper duties and functions (the "Duties"). A copy of the applicable job description is attached hereto as Exhibit "A". The County reserves the right to change the nature and scope of Employee's duties upon making any amendment to the applicable job description.

The Employee shall be guided by the codes of conduct and performance standards set forth in those Newton County employee policies that may now or may hereafter become effective and all such employee policies are deemed to be incorporated into this Agreement as if fully set forth herein. The Employee shall not, however, have any of the protections or appellate rights afforded to employees covered by the Newton County Civil Service System as the position of County Manager is not covered by the Newton County Civil Service System.

Section 3: Term

This agreement shall remain in full force and effect from 20th day of September 2016 until terminated by the Employer or Employee as provided in Section 10 of this agreement.

Section 4: Compensation

- A. Employer agrees to pay Employee an annual base salary of \$115,000.00 payable in installments at the same time that the other management employees are paid.

Section 5: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide comprehensive health and dental insurance for Employee and to pay the premiums equal to that which is provided to all other employees.

- B. The Employer agrees to put into force and to make required premium payments for a life insurance benefit to be provided by the current County benefit provider, equal to two (2) times the Employee's annual salary.
- C. The Employer agrees to put into force and make the required premium payments for Short Term Disability coverage to be provided by the current County benefit.

Section 6: Personal Leave

- A. The Employee shall accrue leave at the same rate as other employees. Employee shall be entitled to accrue and carry a maximum of 750 hours of annual leave time.
- B. The Employer shall be granted 80 hours of additional annual leave upon execution of this agreement and at the time of reappointment each subsequent year, beginning on January 1, 2017. Employee shall be entitled to accrue additional annual leave up to a maximum of 500 hours.
- C. In the event the Employee's employment is terminated as defined in Section ten (10), the Employee shall be compensated for all regularly accrued annual leave and any additionally accrued annual leave.

Section 7: Automobile

The Employer agrees to provide the Employee with a vehicle that is appropriate for carrying out the duties of his position. Employer may also choose to provide an allowance of \$500 per month in lieu of providing a car. Provided, however, that in the event Employee declines use of a County provided vehicle, Employer shall have no obligation to pay any sums designated in this paragraph.

Section 8: Retirement

Employee shall not be subject to the general policies of the County regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. In lieu thereof, Employer shall contribute the amount of five percent (5%) of the employee's annual salary to Employee's 401a account. If Employee makes a contribution of up to 5 percent (5%) of annual salary into the plan, Employer shall match the contribution up to an additional five percent (5%) into the Employee's 401a account.

Section 9: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, State, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. All such expenses must be pre-approved by the Board of Commissioners if the requested funds are not already allocated for this purpose in the budget.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer. All such expenses must be pre-approved by the Board of Commissioners if the requested funds are not already allocated for this purpose in the budget.

- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. All such expenses must be pre-approved by the Board of Commissioners if the requested funds are not already allocated for this purpose in the budget.
- D. The Employer shall provide Employee with a cell phone, laptop and/or iPad with sufficient connectivity abilities, for purposes of Employee performing his Duties. Employee may also use the cell phone for personal use, provided that the personal use does not result in an unreasonable cost to the County.

Section 10: Termination

For the purpose of this agreement, termination shall occur when:

A. Involuntary Termination:

In the event Employee is terminated by the Newton County Board of Commissioners by a super majority vote at a public meeting, and this Employee is willing and able to perform his duties under this agreement, then, in that event, Employer agrees to pay Employee his monthly salary, including health, dental, short term disability, retirement and life insurance benefits, for a period of nine months. Provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him or moral turpitude, then, in that event, Employer shall have no obligation to pay any sums designated in this paragraph.

B. Involuntary Resignation:

In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than any applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or if the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10.

- A. If the Employee is terminated, the Employer shall provide a severance payment equal to nine (9) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
- B. The Employee shall also be compensated for all accrued annual leave banks including regularly accrued annual leave and any additional annual leave.
- C. For a period of nine (9) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Employee will be provided access to Health insurance and dental coverage for the Employee and all dependents as provided to all other employees, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 2. Life insurance coverage as provided in Section four (5B).
 3. Short-term disability coverage as provided in Section fours (5C).
- D. If the Employee elects to enroll in COBRA coverage immediately following the nine (9) month severance payment period, Employer agrees to pay the COBRA premiums for a period of three (3) months. Provided however that in the event the Employee gains new employment, then, in that event, Employer shall have no obligation to pay any sums designated in this section (D).

In order to be eligible to receive such severance payment, Employee shall execute a Separate Release and Waiver of Employee, whereby Employee fully, finally, and forever releases, remises, waives, and discharges Employer, as officers, agents, employees, representatives, attorneys, elected officials, directors, insurers, successors, assigns, and employee benefit plans ("release the due parties") from all claims, demands, actions, causes of actions, suits, damages, losses and expenses, of any and every nature whatsoever, as resulted in the actions or omissions of Employer occurring to the effective date of the termination and severance payment. Specifically to be included in such Release and Waiver, the Employee shall release, remise, waive, and discharge, among other things, any and all claims for employment discrimination, unemployment benefits, harassment, and retaliation, any claims for alleged underpayment of wages and employment benefits incurred during or as a result of the employment relationship between Employee and Employer, and including, specifically, any claims arising from that employment relationship or otherwise under Title 7 of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Age Discrimination and Employment Act, the Fair Labor Standards Act, the Equal Pay Act, and 42 U.S.C. § 1981, 42 U.S.C. § 1983, and any other federal, state or local statute, rule or regulation relating to employment rights, as well as, including but not limited to any claims for alleged wrongful discharge, retaliatory discharge, negligence, or intentional infliction of emotional distress, violation of any whistle blower statutes, breach of contract, gender discrimination, fraud, or any other alleged unlawful behavior, conduct, or omissions. All claims referenced in this section are hereinafter referred to as the "released claims". Failure by the Employee to execute a Separate Release and Waiver of the released parties for the released claims shall result in the Employee foregoing his eligibility to receive the severance payment specified herein.

If the Employee is terminated because of a conviction, guilty plea, or plea of nolo contendere to any felony or misdemeanor involving moral turpitude or drug use, then the Employer is not obligated to pay severance under this section. If termination occurs because of indictment or accusation of pertinent illegal conduct (by an appropriate prosecutorial or court officer), then a determination as to the eligibility for severance shall be made after the cessation of all criminal judicial proceedings.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of ninety (90) days notice, unless the parties agree otherwise.

Section 12: Nondisclosure and Confidentiality of Employer's Property

Upon the Employee's separation from employment with Employer, whether by termination, resignation, or a failure to renew this Agreement, Employee agrees that he will immediately return to Employer all property of Employer, including, but not limited to, files, records, computer access codes, computer programs, instruction manuals, business plans, financial records, and any other property which Employee maintained, referred to, prepared, or helped to prepare in connection with Employee's employment with Employer (collectively the "Employer's Property"). Employee acknowledges that the Employer's Property is extremely sensitive and confidential. Except as otherwise required by law, in no event will Employee remove or copy any of Employer's Property, access any of Employer's Property, or under any circumstances disclose any of Employer's Property to any person at any time. Employee acknowledges that this section is a material and substantial component of this Agreement.

Section 13: Cooperation

Employee agrees to fully cooperate with Employer in any and all investigations, inquiries or litigation whether in any judicial, administrative, or public quasi-public or private forum, in which Employer is involved, whether or not Employee is the Defendant in such investigations, inquiries, proceedings, or litigation. Employee shall provide such testimony, background information, and any other support and cooperation the Employer may reasonably request. Employee agrees in covenant that he will not voluntarily disclose any of the Employer's proprietary information, which shall include but not be limited to any personnel, payroll, risk management, claims, insurance, attorney-client privileged or other information received during the course and scope of his employment to any person or entity, except Newton County Board of Commissioners or its designee. Except as otherwise required by the law, the Employee further agrees that he will not directly or indirectly cooperate or assist with the initiation or advancement of any claims, lawsuits, actions or demands against the Employer.

Section 14: Performance Appraisal

- A. The Newton County Board of Commissioners or designee shall conduct an annual performance appraisal – the first of which shall occur in December 2016 – as the Employee assumed County Manager responsibilities in January 2016. Subsequent appraisals shall occur at one year intervals thereafter.
- B. Upon obtaining a Satisfactory Job Performance Rating, the County shall increase the Employee's annual salary a minimum of 5%, up to a maximum of 10%, or an amount equal to any across the board pay increase, whichever is greater, subject to the availability of funds within the existing budget.
- C. The Employee shall be entitled to (COLA) Cost of Living Adjustments equivalent to those provided to other county employees.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting

or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a reduced dedication to his responsibilities under this Agreement, and must be approved in advance by the Employer prior to the Employee undertaking same. The above notwithstanding, it shall be permissible for the Employee to attend college courses, as a student, so long as participation in such courses does not hinder or impair the Employee's job responsibilities.

Section 16: Bonding

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

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER:
Chairman
Newton County, Georgia
1113 Clarke Street
Covington, Georgia 30014

- (2) EMPLOYEE:
T. Lloyd Kerr
3998 Henderson Mill Road
Covington, Georgia 30014

Alternatively, notice required pursuant to this Agreement may be hand delivered. Notice shall be deemed given as of the date of hand delivery or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: Surety Bond

The Employee must acquire a "non-recourse bond" from a solvent surety licensed that is able to do business in Newton County in an amount no less than \$50,000, conditioned on the truthful performance of the individuals' responsibilities. Any costs associated with securing the surety bond shall be paid by Newton County.

Section 19: 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 upon passage by the Newton County Board of Commissioners, and placement of same on duly approved minutes.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will 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.



William K. Ellis, Chairman,
Newton County Board of Commissioners



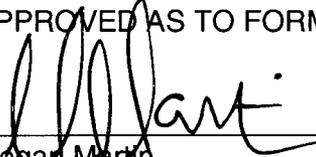
T. Lloyd Kerr

ATTEST:



Jackie B. Smith
County Clerk

APPROVED AS TO FORM:



Megan Martin
County Attorney

**A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS TO
APPOINTING T. LLOYD KERR TO SERVE AS COUNTY MANAGER**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of each county may adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs and local government for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law;

WHEREAS, pursuant to O.C.G.A. § 36-5-22(a), the governing authority of each county may create in and for those counties the office of county manager and may vest in such office powers, duties, and responsibilities of an administrative nature and may provide for the method of selection, appointment, compensation, tenure, and such other related matters pertaining to the office of county manager;

WHEREAS, by Resolution, dated November 15, 2011, the Newton County Board of Commissioners, exercising Home Rule Authority, and pursuant to O.C.G.A. § 36-5-22(a), created the office of County Manager and provided for the responsibilities, appointment, compensation, and tenure of such office;

WHEREAS, the Newton County Manager is the chief administrative officer of Newton County and is responsible for the proper and efficient administration of all affairs of the County except as otherwise provided in this Act or by law; and

WHEREAS, subject to the terms and conditions of the Employment Agreement attached hereto as Exhibit "A," and expressly incorporated by reference herein, the Newton County Board of Commissioners wishes to appoint T. Lloyd Kerr to serve as the Newton County Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA AS FOLLOWS:

1. T. Lloyd Kerr is presently serving as the Interim County Manager for Newton County and is hereby appointed to serve as the County Manager of Newton County, pursuant to the Employment Agreement attached hereto as Exhibit "A," and expressly incorporated by reference herein;
2. That the appointment of T. Lloyd Kerr is effective as of September 20, 2016; and
3. Chairman Keith Ellis is hereby authorized to execute the County Manager contract on behalf of Newton County.

[signatures follows on next page]

SO RESOLVED this 4th day of October 2016.

NEWTON COUNTY BOARD OF COMMISSIONERS



William K. Ellis, Chairman

Attest:



Jackie B. Smith, County Clerk

**NEWTON COUNTY BOARD OF COMMISSIONERS
1124 Clark Street
Covington, Georgia
Regular Meeting
MINUTES
October 4, 2016**

EXCERPT

Present: Chairman Keith Ellis, Commissioner John Douglas , Lanier Sims, Nancy Schulz, J.C. Henderson, & Levie Maddox; County Manager Lloyd Kerr, County Attorney Megan Martin, and Clerk Jackie Smith

Also Present:

Citizens

Covington News, Newton Citizen

**COUNTY MANAGER POSITION (TABLED SEPTEMBER 20, 2016 MEETING)
RESOLUTION R100416**

- Commissioner Schulz read into the record the Resolution to appoint Mr. Kerr as county manager.

Motion by Commissioner Schulz, second by Commissioner Douglas, to approve Resolution R100416 appointing Lloyd Kerr as County Manager.

Commissioner Sims noted that he supports Mr. Kerr, but does not support this process. Commissioner Henderson also said he supports Mr. Kerr but would prefer the new board to be part of this appointment.

Motion carried (3/2) with Commissioners Sims & Henderson voting in opposition to the motion.

Mr. Kerr expressed his appreciation for the board's support.

**NEWTON COUNTY GOVERNMENT
CLASS SPECIFICATION**

CLASS TITLE: COUNTY MANAGER
DEPARTMENT: BOARD OF COMMISSIONERS
REPORTS TO: BOARD OF COMMISSIONERS

CLASS CODE:
DATE: 10-15-2011

JOB SUMMARY:

This position assists the Chairman and the Board of Commissioners with the management and operation of the County to include direct supervision of the Board of Commissioners' administrative offices, oversight of County functions falling under the authority of the Board of Commissioners, and coordination of special projects.

ESSENTIAL JOB FUNCTIONS:

(All responsibilities may not be performed by all incumbents.)

Attends all meetings of the Board of Commissioners; briefs Commissioners on pending agenda items and other county issues; responds to inquiries and provides Commissioners with information on the status of county operations and projects; provides analysis as needed to assist the Board to make informed policy decisions; monitors and evaluates progress toward goals and objectives of the administration.

Manages and supervises the operations and staff of the County's departments (with the exception of the Roads and Bridge Department); makes recommendations to the Chairman on hiring and firing employees, oversees employee training, performance evaluations, and discipline.

Informs the Chairman and Board of Commissioners on departmental activities; assists departments with resolution of problems that require the attention of county management; monitors and evaluates progress of departments toward goals and objectives of the administration; serves as liaison for appropriated services.

Facilitates internal and external communication throughout all levels of the organization; conducts meetings with department heads and key management staff to focus departmental efforts on the overall goals and objectives of the county.

Performs financial and managerial analyses for the Chairman and Board of Commissioners pertaining to county operations and programs under consideration; gathers information relevant to the subject; evaluates data and makes recommendations based on findings; prepares reports; and makes presentations to the Board of Commissioners and other interested parties.

Works with the Finance Director in the development of the annual budget; prepares the Board of Commissioners' administrative offices budget; reviews departmental budget requests from all county functions for the administrative recommendations to the Commissioners; coordinates the scheduling of budget meetings; and ensures compliance with all legal and procedural requirements.

Assists the Chairman and the Board of Commissioners with strategic and long-range planning for the county; participates in planning efforts at the local and regional level; keeps Commissioners apprised of developments at the state and federal levels that impact the county; monitors pending legislation for impact on the county; and oversees compliance with new legislation.

Represents the Chairman, Board of Commissioners, and the County at various meetings, functions and events as needed; serves as liaison to various civic or governmental organization and committees, task forces, boards and commissions; confers regularly with officials from municipalities, school board, chamber of commerce, authorities and commissions; provides information about county operations; participates in discussions and decisions and keeps the Board of Commissioners apprised of activities.

Oversees and participates in the resolution of inquiries and complaints from the public and other organizations.

Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

Computer	Telephone	Calculator
Photocopier	Facsimile Machine	Motor Vehicle

MINIMUM QUALIFICATIONS REQUIRED:

All candidates to fill a vacant position in this classification must submit to and pass a drug screening test after meeting the following minimum requirements:

Education and Experience:

Bachelor's degree from an accredited college or university in government or political science, business, management, or finance.

Appropriate experience with public finance oversight and management preferred.

Five years of progressively responsible related experience; or,

Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

Valid Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

Rules, ordinances, and laws governing county government;

Standard office procedures; recording, filing and maintaining legal documents.

Writing and editing various forms of informational materials utilizing proper grammar and punctuation.

Time management organizational practices to include scheduling, prioritizing and delegating responsibility when required.

Mental and Physical Abilities to:

Establish and maintain effective working relationships with County officials, department heads, professionals, County personnel and general public.

Communicate clearly and effectively, both orally and in writing.

Interpret rules, regulations, policies, and ordinances to ensure compliance.

Work with and maintain confidential information as related to work performed in the Board of Commissioners office.

Operate personal computer and demonstrate proficiency in software packages, such as spreadsheets, databases, and word processing applications.

TERM OF APPOINTMENT:

The County Manager shall be appointed annually by the Board of Commissioners and shall serve at the pleasure of the Board.