

COUNTY MANAGER
AMENDED EMPLOYMENT AGREEMENT
HABERSHAM COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT made and entered into this 21st day of February, 2022 by and between the Board of Commissioners of Habersham County, Georgia, hereinafter called "Employer", and Alicia M. Vaughn hereinafter called "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to amend the County Manager Employment Agreement entered into on January 20, 2022 to provide for the provision for the use of a county vehicle by the Employee; and

WHEREAS, Employer desires to employ the services of said Employee as County Manager of Habersham County, Georgia, effective immediately, as provided by the Official Code of Georgia and the Habersham County Code of Ordinances; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Employer to: (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate her employ; and

WHEREAS, Employee desires to accept employment as County Manager of Habersham County, Georgia;

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

Section 1. Duties.

Employer hereby agrees to employ said Alicia M. Vaughn as county manager of said Employer to perform the functions and duties specified in the Code of Ordinances of Habersham County, Georgia and as duly authorized by the Georgia General Assembly and to perform other legally permissible duties and functions as Employer from time to time may assign.

Section 2. Term.

- A. This contract shall become effective immediately. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement. The Employee understands she serves at the pleasure of the Board of Commissioners.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provision set forth in Section 4 of this Agreement.
- C. Employee agrees to remain in the exclusive employ of Employer during the pendency of this agreement and neither to accept other employment nor become employed by any other employer until termination, unless said termination is affected as hereinafter provided. The term "employed" shall not be confused to include occasional teaching, speaking, writing or consulting activities performed on the employee's time off.

- D. Upon the expiration of the original term or any renewal term of this Agreement, said Agreement shall automatically renew on the same terms and conditions as herein set forth for an additional term of one year, unless a written notice of termination, notice of non-renewal, or notice of resignation is given by either party to this Agreement to the other party as provided for herein.

Section 3. Suspension.

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement upon the affirmative vote of three members of the Board of Commissioners.

Section 4. Termination, Non-renewal and Severance Pay.

- A. Notice of Termination for Cause – Employer may terminate Employee for Cause upon the affirmative vote of three members of the Board of Commissioners. In the event that Employer terminates Employee for cause, then Employer shall not be obligated to pay Employee severance pay as provided for in Section 4. Termination for cause shall include the following:
1. Entry of a plea of guilty or nolo contendere or a conviction by a court of competent jurisdiction to any felony, theft, embezzlement, fraud, or bribery within or outside the scope of her employment.
 2. After a 60-day period of written notice and opportunity to correct any claimed deficiency, Employee continues to violate a written policy of Employer or continues to violate a term of this agreement, to the extent said policy is applicable to Employee acting in her capacity as County Manager.
- B. Notice of Termination without Cause - Employer may terminate Employee without Cause upon the affirmative vote of three members of the Board of Commissioners. Prior to said termination, Employer shall give Employee 60 days' written notice in advance of the meeting of the Board to vote on said termination. During said 60-day period, Employer shall continue to pay employee full pay and benefits under this contract. Employer may not suspend Employee during said 60-day period pursuant to Section 3. In the event that Employer terminates Employee without cause, then Employer shall be obligated to pay Employee severance pay as provided for in Section 4. If the Employee is unable to perform her duties because of illness, accident, injury or mental incapacity and no reasonable accommodations are available, the Board of Commissioners shall have the option to terminate employment, subject to the severance pay requirements of this section.
- C. Notice of Resignation - In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, then Employee shall give Employer 60 days' written notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in Section 4 herein. However, Employer shall pay Employee for accrued annual leave and any other accrued benefits in accordance with the then existing personnel policies.
- D. Notice of Non-Renewal – Employer shall give Employee six months written notice of Employer's intent to not renew this agreement at the end of the original term or any renewal term of this agreement.
- E. 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 an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at her option, be deemed to be "terminated without cause" at the date of such reduction within the meaning and context of the herein severance pay provisions.

- F. In the event the Employee is terminated without cause, and provided the Employee is willing and able to perform the duties of the position under this agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary, three months for expense allowances and three months for Employee's cost of COBRA continuation. Further, compensation shall be provided for Employee's accrued annual leave. Said sum shall be paid to Employee within 30 days of termination. In addition, after one year of employment, Employer shall pay as additional severance pay an additional month of said salary and benefits for each additional year of employment after her first anniversary with a maximum of six months total severance pay.

Section 5. Salary.

Employer agrees to pay Employee for her services, rendered pursuant hereto, an annual base salary of \$165,000.00, payable in installments at the same time and same intervals as other full-time employees of Employer are paid. Employer shall conduct an annual performance review of Employee at a date and time to be established by Employer.

Section 6. Hours of Work.

Employee is an exempt employee who is expected to engage in those hours of work which are necessary to fulfill the obligations of her position of employment. Employee does not have pre-established hours inasmuch as she is expected to be available at all reasonable times and to manage emergency matters effecting the Employer that may occur outside the normal work day. On any occasion employee is out of the office for any substantial part of the day, Employee shall make the chairman or county clerk aware of her whereabouts. Employee is authorized to schedule her work Monday through Friday of each week, understanding that she will make herself available at all other reasonable times as necessary to fulfill her employment duties and that she, due to the nature of her weekly schedule, may schedule Fridays off with the concurrence of the chairman.

Section 7. Outside Activities.

Employee shall not spend more than five hours per week in teaching, consulting or other non-Employer connected business without the prior approval of Employer. Activities associated with the CVIOG and ACCG are deemed to be Employer connected and Employee is encouraged to participate in such activities without reservation.

Section 8. Annual Leave, Sick Leave, Etc.

Notwithstanding the provisions of this contract relative to termination of employment, the Employee shall be subject to and governed by the general personnel policies for county employees regarding the accrual of vacation, sick leave, other forms of leave and holidays effective July 12, 2021, or as amended.

Section 9. Additional Benefits.

Employer shall provide to Employee for her exclusive use a county-owned vehicle during the term of this Agreement for employment, professional, and personal use by Employee. Except as provided for herein, said use shall be subject to the policies and procedures adopted by the Employer. All gas, insurance, repairs and maintenance shall be provided by Employer. Said vehicle shall be selected by mutual agreement of the parties and shall be replaced every 4 years or 60,000 miles, whichever is sooner, or as may be agreed to by the parties. Employer shall provide Employee use of a desktop computer and laptop computer. Employee shall provide her own personal cell phone. Employer shall pay to Employee an additional monthly allowance for said cell phone usage in the amount of \$100.00 per month. Employee is

solely responsible for all costs and expenses for the purchase, repair, maintenance, operation, or other expenses associated with such cell phone.

Section 10. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse Employee for such reasonable expenses upon presentation and acceptance of a receipt.

Section 11. Health Care Benefits & Insurance.

Employee shall be entitled to receive all health care, life insurance, short- and long-term disability insurance and other benefits offered to all other County employees as noted in its personnel policies as they exist or may be amended. Said benefits shall begin immediately with no waiting period.

Section 12. 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 her employment and profession. Employee shall be entitled to immediately participate in the Deferred Compensation Contribution plan and Employer shall contribute 15% of Employee's base salary, housing allowance, and vehicle allowance without a mandatory Employee contribution.

Section 13. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of Employer as deemed appropriate by the Habersham County Board of Commission.

Section 14. Professional Development.

- A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses (including hotel, mileage, and meal expenses) of Employee for professional and official travel, meetings and occasions adequate to continue the professional training and development of Employee and to adequately pursue necessary official and other functions for Employer including, but not limited to, the Annual Conference of the International City/County Management Association, ACCG, NACO and such other national, regional, state and local government groups and committees thereof, upon which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.
- B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional training and development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

Section 15. Housing Allowance.

Employer shall pay to Employee a housing allowance of \$1,500.00 per month for a period of twelve months beginning February 1, 2022.

Section 16. Bonding.

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

Section 17. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager except for those instances where the act or omission of Employee rises to the level of gross negligence, reckless conduct or intentional acts. Employer shall pay the cost of Employee's separate legal counsel for representation in said claims. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.


Section 18. Other Terms and Conditions of Employment.

- A. Employer, in consultation with the Employee, 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, County Ordinances or any other law or policy.
- B. All provisions of the County Code, the County Personnel Policies and Procedures and regulations and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual.

Section 19. Notices.

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

(1) Employer: Chairman, Habersham County Board Commissioners
295 Llewellyn Street
Clarksville, GA 30523

(2) Employee: Ms. Alicia M. Vaughn


Alternatively, notices 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 20. General provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

- C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its County Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

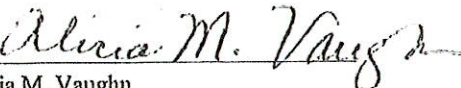
BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY

By: 
Bruce Palmer, Chairperson

ATTEST:

EMPLOYEE

By: 
Brandalin Carnes
County Clerk

By: 
Alicia M. Vaughn