

**CHIEF ADMINISTRATIVE OFFICER  
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Baldwin, Georgia, a municipal corporation, hereinafter called "City" or "Employer" and Emily A. Woodmaster, hereinafter called "Employee."

**RECITALS**

**WHEREAS**, City desires to employ the services of said Employee as Chief Administrative Officer of the City of Baldwin, as provided for in the Baldwin Charter and Municipal Code; and

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

**WHEREAS**, Employee desires to accept employment as Chief Administrative Officer of the City of Baldwin;

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

**Section 1: Duties and Authority**

Employer agrees to employ Employee as Chief Administrative Officer to perform the functions and duties specified in City Charter, municipal code, and other laws and ordinances of the City, and to perform other legally permissible and proper duties and functions as assigned by the City Council from time to time.

**Section 2: Term**

This agreement shall be effective and remain in full force in effect from July 1, 2023 until terminated by the Employer or Employee as provided in Section 9 of this Agreement. This Agreement shall automatically renew on the 1st day of July each year and thereafter for one-year terms unless either party gives the other 90 days advance written notice of their intention to terminate this agreement.

### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$104,000.00, payable in installments at the same time that all other employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

C. In addition to the Base Salary set forth in Subsection 3(A) above, which is to be effective on and after July 1, 2023, the parties hereby authorize a one-time salary supplement to be paid to Employee upon execution of this Agreement in the amount of \$12,283.83; said sum representing the amount of the salary adjustment required for the City to have paid to Employee; the said Base Salary for the period from March 13, 2023 until June 30, 2023, during which the remaining provisions of this agreement were finalized.

### **Section 4: Health Care Benefits & Insurance**

Employee shall be entitled to receive all health care, life insurance, and other benefits offered to all other City employees as noted in the City's personnel policies as they exist and as may be amended from time to time.

### **Section 5: Annual Leave, Sick Leave, etc.**

A. The Employee shall be subject to and governed by the general personnel policies of the City for all other City Employees regarding the accrual and use of paid time off and other forms of leave.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued paid time off and any other benefits then accrued pursuant to the general policies and procedures of the City for all other City Employees.

### **Section 6: Automobile**

Employer shall provide to Employee for her exclusive use a City-owned vehicle during the term of this Agreement for employment, professional, and personal use by Employee, subject to any policies and procedures governing the use of City-owned vehicles adopted by Employer from time to time. 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 in accordance with the City's Automobile Fleet program.

## **Section 7: Retirement**

Employee shall be entitled and subject to the same general policies and procedures of the City regarding retirement benefits as are applicable to all other City Employees and as may be amended from time to time.

## **Section 8: Dues, Subscriptions & Professional Development**

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 City.

B. Employer agrees to budget for and to pay for 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, including but not limited to the GCCMA annual conferences, conferences of the Georgia Municipal Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for 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.

D. Employer recognizes that Employee may incur certain expenses of a non-personal but job-related nature from time to time and agrees to reimburse or to pay said general expenses upon presentation and acceptance of a receipt for such expenses.

## **Section 9: Termination, Non-renewal & Severance Pay**

A. Notice of Termination for Cause – Employer may terminate Employee for Cause upon the affirmative vote of three members of the City Council. In the event that Employer terminates Employee for cause, then Employer shall not be obligated to pay Employee severance pay as provided for in Subsection F below. Cause for termination 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 Chief Administrative Officer.

B. Notice of Termination without Cause - Employer may terminate Employee without Cause upon the affirmative vote of five (5) members of the City Council. Prior to said termination, Employer shall give Employee 60 days' written notice in advance of the meeting of the Council to vote on said termination. During said 60-day period, Employer shall continue to pay employee full pay and benefits under this contract. In the event that Employer terminates Employee without cause, then Employer shall be obligated to pay Employee severance pay as provided for in Subsection F below. If the Employee is unable to perform her duties because of illness, accident, injury or mental incapacity and no reasonable accommodations are available, the City Council 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 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 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 three (3) 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. Severance Pay—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 and in that event, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary and three months for Employee's cost of COBRA continuation. Further, compensation shall be provided for Employee's accrued annual leave. Said lump 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 amount equal to one month of said salary for each additional year of employment after her first anniversary with a maximum of six months total severance pay. In no event shall the Severance Pay exceed a total of six months aggregate salary.

## **Section 10: Performance Evaluation**

Employer shall review the performance of the Employee annually in January subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

## **Section 11: Hours of Work**

Employee is classified as 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 affecting the Employer that may occur outside the normal workday. On any occasion employee is out of the office for any substantial part of the day, Employee shall make the Mayor or City 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.

## **Section 12: 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, GMA and GCCMA are deemed to be Employer connected and Employee is encouraged to participate in such activities without reservation.

## **Section 13: Conflict of Interest Prohibition**

A. It is further understood and agreed that in recognition of the duties of the Chief Administrative Officer within and on behalf of the City of Baldwin and its citizenry under the terms of this Agreement, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Baldwin, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Baldwin, without the prior consent of the City Council.

**Section 14: Indemnification**

To the extent permitted under Georgia 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 Chief Administrative Officer or resulting from the exercise of judgment or discretion in connection with the performance of such duties or responsibilities, unless the act or omission involved willful or reckless conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense. 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 duty of indemnification provided for herein shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of such legal proceedings, including attorneys' 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 her duties pursuant to this Agreement. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

**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 Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Baldwin Charter or any other law.

B. All provisions of the City Code, the City Personnel Policies and Procedures and regulations and rules of Employer relating to paid time off, 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.

**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:

EMPLOYER: Mayor and Council of the City of Baldwin, Georgia, 186 Highway 441 Bypass, Baldwin, Georgia 30511

EMPLOYEE: Emily A. Woodmaster, 301 W. Doyle Street, Toccoa, Georgia 30577

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 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 rendered null and void by this Agreement. The parties, by mutual written agreement, 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 upon 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 on July 1, 2023.

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.

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

**MAYOR AND CITY COUNCIL OF  
BALDWIN, GEORIGIA**

By: \_\_\_\_\_  
Alice Venter, Acting Mayor

ATTEST:

EMPLOYEE

By: \_\_\_\_\_  
Mayor Pro Tem

By: \_\_\_\_\_  
Emily A. Woodmaster