

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of January, 2003, by and between THE CITY OF GAINESVILLE, a municipal corporation, hereinafter called "the City", as party of the first part, and Bryan Shuler, herein called "Employee", as party of the second part, both of whom agree as follows:

### WITNESSETH:

**WHEREAS**, the City desires to employ the services of said Bryan Shuler as the City Manager of the City of Gainesville; and

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

**WHEREAS**, the Employee desires to accept employment as the City Manager of City of Gainesville;

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

### **SECTION 1.        Duties**

The City hereby agrees to employ Bryan Shuler as the City Manager, to perform legally permissible functions and duties specified and assigned by the Mayor and City Council of the City of Gainesville.

### **SECTION 2.        Term**

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3, Paragraph A of this agreement. The Employee understands he serves at the pleasure of the Mayor and City Council.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in SECTION 3, Paragraph C of this agreement.

### **SECTION 3.        Termination and Severance Pay**

A. In the event the Employee is terminated by the Mayor and Council before the expiration of the term of employment and the employee is willing and able to perform the duties of the position under this agreement, the employer agrees to pay the employee a lump sum cash payment equal to Six (6) months aggregate salary and continued benefit coverage for Six (6) months. However, in the event the Employee is terminated because the Employee has committed an act involving moral turpitude or a felony, or if the City

determines that the Employee has engaged in unprofessional and improper practice and breach of public trust, including but not limited to illegal acts involving personal gain, the City shall be entitled to terminate the Employee immediately without any severance pay or indemnification as specified in this agreement.

B. In the event the employer at any point during the term of this agreement reduces the salary or other financial benefits of the employee in a greater percentage than reductions to all other employees, this employee may deem to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event the Employee voluntarily resigns his position with the City, then the Employee shall give the City two months (60) days written notice in advance, unless the parties otherwise agree. The severance pay agreement detailed in Section 3, Paragraph A shall not apply to a voluntary resignation.

#### **SECTION 4. Termination due to Disability**

If the employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the City shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

#### **SECTION 5. Salary**

The City agrees to pay the Employee for his services rendered pursuant hereto, an annual initial base salary of \$ 102,000, payable in installments at the same time as other employees of the City are paid.

#### **SECTION 6. Performance Evaluation**

The Mayor and Council shall review and evaluate the performance and salary of the City Manager at least annually. Said review and evaluation shall be in accordance with criteria developed by the City Manager jointly with Mayor and Council. Said criteria may be added to or deleted from, as the elected officials may from time to time determine. Further, the Mayor and City Council shall provide the City Manager with a written summary statement of their findings of the evaluation. The annual base salary and benefits will be reviewed annually by the elected officials and consideration for increases will be determined based upon the performance of the City Manager.

#### **SECTION 7. Relocation**

The City Manager agrees to reside within the City Limits on or before September 30, 2003 unless the sale of his personal home allows relocation earlier. City agrees to reimburse Employee's reasonable moving expenses up to \$2,000.

**SECTION 8. Outside Activities**

The City Manager shall devote his full time to the position described in this agreement. With the approval of the Council, the employee may not engage in outside employment activities without the consent of the Mayor and Council.

**SECTION 9. Vehicle Allowance**

Since the City Manager's duties require unrestricted use of an automobile during his term of employment, the City shall provide an amount not to exceed \$ 600 per month, for the use of an automobile. Employee shall be responsible for paying liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and replacement of said vehicle as required.

**SECTION 10. Disability, Health and Life Insurance**

A. City agrees to make on behalf of Employee the required premium payments for insurance policies under the City's standard employee benefit plans. This includes group health insurance, dental coverage, life insurance, and long term disability insurance.

B. City agrees to make available medical, dental, and life insurance for Employee's dependents, and agrees to pay the premiums for medical and dental coverage, if desired.

C. Employee agrees to submit to a complete physical examination every year. The physical exam shall be performed by a qualified physician selected by the Employee, the cost of which shall be paid by the City.

**SECTION 11. Retirement**

A. City agrees to provide Retirement Benefits through the Deferred Compensation Program, the City's Retirement Plan D. City agrees to pay annually an amount equal to 8% of Employee's base salary into a deferred compensation plan up to current allowable maximum. By Internal Revenue Code requirements, employees under this system are required to participate in the FICA (Social Security) Program. The City agrees to provide the Employee with the employer portion of FICA.

**SECTION 12. Dues, Subscriptions and Professional Development**

A. The City agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budgeted amount and subject to prior approval by the Mayor and City Council. City paid memberships will include the International City Managers Association and the American Planning Association.

B. The City agrees to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budgeted amount. These

expenses shall be incurred through the use of the City's credit card, and will be reviewed and approved by the Mayor monthly.

**SECTION 13. Indemnification**

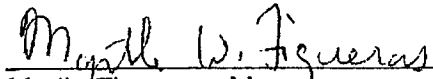
The City shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Manager, but only in accordance with Ordinance 86-71 (Section 2.06 B).

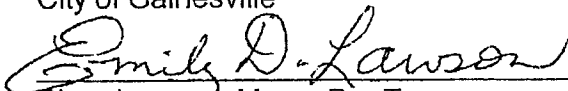
**SECTION 14. General Provisions**

- 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 the Employee.
- C. If any provision, or any 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.
- D. This agreement will become effective on the 1st day of January, 2003.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

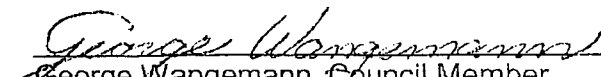
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 14<sup>th</sup> DAY OF November, 2002.**

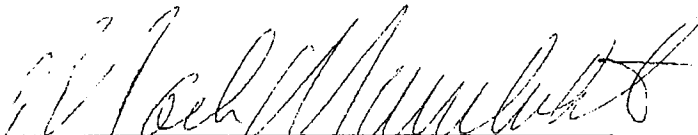
By: City of Gainesville, Georgia

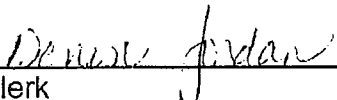
  
\_\_\_\_\_  
Myrtle Figueras, Mayor  
City of Gainesville

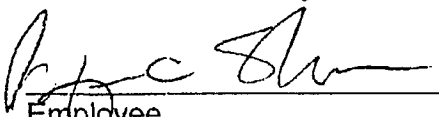
  
\_\_\_\_\_  
Sissy Lawson, Mayor Pro-Tem  
City of Gainesville

  
\_\_\_\_\_  
Robert Hamrick, Council Member  
City of Gainesville

  
\_\_\_\_\_  
George Wangemann, Council Member  
City of Gainesville

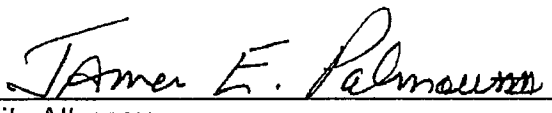
  
\_\_\_\_\_  
Mark Musselwhite, Council Member  
City of Gainesville

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Employee

APPROVAL AS TO FORM:

CITY COUNCIL CONFIRMATION DATE: November 14, 2002

  
\_\_\_\_\_  
City Attorney