

STATE OF GEORGIA

COUNTY OF FULTON

A RESOLUTION APPOINTING A CITY MANAGER FOR THE CITY OF SANDY SPRINGS, GEORGIA, PURSUANT TO ARTICLE III OF THE CITY CHARTER, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR SAME

WHEREAS, John McDonough's departure from the City of Sandy Springs ("City") on August 2, 2019, created a vacancy in the office of City Manager; and

WHEREAS, City Council approved the appointment of Peggy Merriss as Interim City Manager to fill the vacancy until a new City Manager was identified; and

WHEREAS, Article III, Section 3.02(b) of the City Charter provides that the Mayor shall appoint a City Manager, subject to confirmation by the City Council; and

WHEREAS, the City engaged an executive search firm to conduct a national search for candidates qualified to serve as City Manager; and

WHEREAS, a committee was formed consisting of City representatives ("Search Committee") to review resumes and interview candidates submitted by the executive search firm; and

WHEREAS, Andrea Surratt was selected by the Search Committee as the candidate best suited to meet the needs of the City to serve as the new City Manager; and

WHEREAS, the Mayor desires to recommend Andrea Surratt as City Manager, to serve at the pleasure of City Council; and

WHEREAS, City Council wishes to approve Ms. Surratt as City Manager and further desires to approve the Employment Agreement attached hereto as Exhibit A ("Employment Agreement").

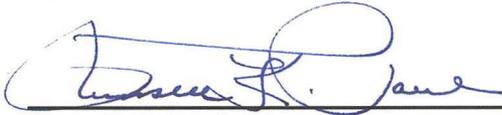
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Sandy Springs, Georgia, while in regular session on December 3, 2019 at 6:00 p.m. as follows:

1. Andrea Surratt is hereby appointed as the City Manager with all the powers and duties set forth in Article III, Sections 3.02 through 3.04 of the City Charter and as may otherwise be authorized by law; and
2. The Employment Agreement attached hereto is hereby approved; and
3. The Mayor is hereby authorized to execute the Employment Agreement on behalf of the City; and

4. The Mayor and the City Attorney are hereby authorized to make such minor revisions to the Employment Agreement prior to execution as may be deemed necessary or advisable in the best interest of the City; and
5. This Resolution shall become effective upon its adoption.

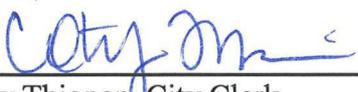
RESOLVED, this the 3rd day of December, 2019.

Approved:



Russell K. Paul, Mayor

Attest:



Coty Thigpen, City Clerk



EXHIBIT A
EMPLOYMENT AGREEMENT
(Attached)

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter called "Agreement") made and entered into by and between the City of Sandy Springs, GA, a municipal corporation (hereinafter called "Employer"), and Andrea Surratt (hereinafter called "Employee"), an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from the beginning date of employment of Employee, contemplated to be on or about March 1, 2020, until terminated by either party pursuant to the terms stated herein.

January 6, 2020

AS RP

Section 2: Duties and Authority

Employer agrees to employ Andrea Surratt as City Manager to perform the functions and duties specified in Employer's Charter and in Employer's Code of Ordinances and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

(A) Employer agrees to pay Employee an annual base salary of \$222,000.00 payable in installments upon the same frequency and time as other management employees of Employer are paid.

(B) Employer agrees that Employee shall be entitled to annual adjustments of the base salary upon the anniversary of the date of employment. This increase shall be determined by using the Base Consumer Price Index as of March 1, 2020 to the anniversary date (less any previous adjustment made for anniversary of employment); provided, however, Employee shall be entitled to not less than an adjustment of five percent (5%) per year at the anniversary employment date for the first and second year of employment

January 6, 2020 AS RP

Section 4: Health, Disability and Life Insurance Benefits

(A) Employer agrees to provide and to pay the premiums for medical, vision, and dental insurance for Employee and his/her dependents in accordance with coverage under the insurance plans otherwise offered to management employees of Employer. It is Employee's intent to obtain this coverage through continuation of his or her current employer's coverage pursuant to COBRA until such time as Employee is eligible for Employer's medical, vision, and dental insurance coverage.

(B) Employer shall also pay for Employee's standard disability (short term and long term) under the insurance plans otherwise offered management employees of Employer.

(C) Employer will provide life insurance for Employee equal to four (4) times Employee's annual salary up to \$1,000,000, assuming the Employee passes the evidence of insurability medical process for coverage over the guaranteed issue amount of \$100,000 in accordance with Employer's plan. Additionally, Employee may purchase up to an additional \$300,000 in voluntary life coverage in accordance with Employer's plan.

Section 5: Vacation, Sick, and Military Leave

(A) Upon commencing employment, Employee shall be credited with twenty-five (25) personal days each year which may be used for vacation, sick leave or otherwise. Employee's unused personal days may accrue from year to year of employment.

(B) Employee is entitled to accrue all unused personal days, without limit, and in the event Employee's termination, either voluntarily or involuntarily, Employee shall be compensated, within thirty (30) days for all accrued personal days based upon the base salary value of the unused days at the time they accrued.

(C) Employee shall be entitled to military reserve leave time pursuant to federal and state law requirements then in effect.

Section 6: Vehicle Allowance

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$700 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by three percent (3%). Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employer shall reimburse Employee at the current agreed rate of \$.50 per mile for any business use of the vehicle beyond the greater Atlanta area. For purposes of this Section, use of the car within the greater Atlanta area is defined as travel to locations within a 50-mile radius of Employer's Governmental Offices.

Section 7: Retirement

(A) Employer has a defined contribution plan consisting of two (2) types of retirement plans: 401(a) and 457B deferred compensation. Employee will be made a participant of this plan.

(B) Employer agrees to execute all necessary agreements provided by International City Managers Association - Retirement Corporation (ICMA-RC) or such other Section 401(a) or 457B deferred compensation plan to which Employee is a participant. Employer agrees to contribute twenty percent (20%) of Employee's salary to the 401(a) plan. Additionally, Employer will contribute up to an additional five percent (5%) in matching funds to the 401a. All Employee contributions are directed to the 457B plan. The parties shall fully disclose to each other the financial impact of any plans, changes in plans and amendment to the terms of Employee's retirement benefit adopted by Employer. In lieu of making a contribution to either a or 401(a) or Section 457B deferred compensation plan, the dollar value of this contribution may be used, at Employee's option, to purchase previous service from another qualified plan.

Section 8: General Business Expenses

(A) Employer agrees to budget for and pay reasonable professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.

(B) Employer also agrees to budget for and 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, including but not limited to the ICMA Annual Conference, the state league of municipalities, 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 pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer.

(D) Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.

Section 9: Involuntary Termination

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

(A) The majority of the governing body votes to terminate Employee at a duly authorized public meeting.

(B) In the event of a change to the charter or other legislation which would remove the position of Employee as City Manager, or substantially diminishes Employee responsibilities under the charter, Employee shall have the right to declare such change an action of termination by Employer.

(C) If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

(D) Breach of contract declared by Employee after providing a thirty (30) day notice to cure to Employer, which notice addressed the contractual obligation of Employer provided under this Agreement, and which breach is not cured.

Section 10: Severance

Upon involuntary termination and in accordance with the provisions of Section 9 Employee shall be entitled to severance payment and benefits as follows:

(A) Employer shall provide a monthly severance payment equal to Employee's current salary rate for up to nine (9) months from the date of termination, provided, however, should Employee obtain gainful employment during this period, Employer may terminate continuation of the salary benefit as of the date of Employee's new employment.

(B) Employee shall be compensated for accrued personal days as stated in Section 5.

(C) During the period in which Employer is required to continue payment of Employee's severance payments Employer shall provide payment for continuation of health insurance coverage for Employee and his dependents, term life insurance, short term and long-term disability.

(D) Should Employee's services be terminated due to a conviction for a felony crime or a crime of moral turpitude, or for cause as defined herein, Employer shall not be obligated to pay severance under this Section.

(E) For purposes of this Agreement, "for cause" shall include:

(1) embezzlement, theft, larceny, or material fraud against Employer;

(2) conviction of or entrance of a plea of guilty or *nolo contendere* to a crime of moral turpitude or other continuing conduct which constitutes gross insubordination or repeated insubordination after written warnings by the Mayor of Employer.

Section 11: Voluntary Termination

In the event that Employee voluntarily terminates his position with Employer, Employee shall provide a minimum of sixty (60) days-notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer may annually review the performance of Employee in January subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by 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 Employee within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. Employee shall be diligent in the performance of his or her duties at all times and shall be readily and reasonably available to City Council members and to Employer's personnel.

Section 14: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing, however, that certain outside military reserve, consulting or teaching opportunities provide indirect benefits to Employer and the community, 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 conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within twelve (12) months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

(A) Employer shall pay directly the expenses of moving Employee and his family including household property from Bozeman, MT to Sandy Springs, GA. Moving expenses shall include packing, moving, short term storage, unpacking, and related insurance costs. Employer shall have the authority to determine the firm to be used for this purpose.

(B) Employer shall pay Employee an interim housing supplement for Employee's temporary housing while awaiting a closing for Employee's home in Sandy Springs, GA. This supplement shall not exceed \$2,500 per month, or continue for more than seven (7) months.

(C) Should Employee be required to return to Bozeman, MT to complete matters regarding the sale of the Bozeman home or other related needs, Employer shall reimburse Employee reasonable costs of lodging and meals incurred for this purpose. Such reimbursement shall not exceed three (3) round trips.

(D) Employer shall reimburse Employee for any tax liability on all moving expense compensation received by Employee.

Section 16: Home Sale and Purchase Expenses

Employer shall reimburse Employee for the direct expenses incurred with the sale of Employee's existing personal residence, and the buying or building of a personal residence within Sandy Springs, GA, said expenses shall be limited to: real estate commissions owed by Employee, title insurance, and other costs directly associated with the sale, purchase or construction of a house and which are generally the expense imposed upon Employee in the jurisdiction. The total reimbursement shall not exceed \$10,000.00.

Section 17: Indemnification

(A) Beyond 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, including attorney fees, 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 program duties or responsibilities. If a conflict of interest, under which Employee cannot be represented by Employer's legal representative or legal representative of insurer of Employer, shall arise, Employee may request and Employer shall not unreasonably refuse to provide independent legal representation at Employer's necessary and reasonable 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. 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 or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

(B) Employee recognizes that Employer shall have the right to compromise and unless Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to Employer. Such expense payments shall continue beyond Employee's service to Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

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

Section 19: Other Terms and Conditions of Employment

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 Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Employer's Charter or any other law.

Section 20: Notices

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

Employer: City of Sandy Springs, GA
c/o City Attorney
Daniel Lee
1 Galambos Way
Sandy Springs, GA 30328
(or such other individual as may be appointed as City Attorney)

Employee: 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 21: General Provisions

(A) Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by 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 on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

(C) Effective Date. This Agreement shall become effective upon its joint execution by the parties; provided, however, salary and other benefits of employment shall become effective as otherwise noted herein.

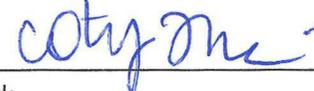
(D) Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By 
Rusty Paul, Mayor

Date of Execution: 12/3/2019

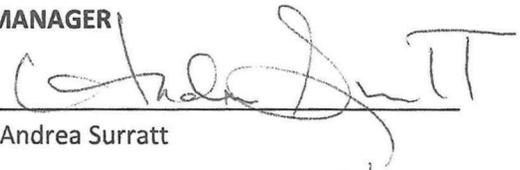
Attest: 
City Clerk

Approved as to form: 
City Attorney

(Signatures Continued on Following Page

CITY MANAGER

By:



Andrea Surratt

Date of Execution:

11/25/19