

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION DESIGNATING AN INTERIM 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 has served as City Manager for the City of Sandy Springs (“City”) since January, 2006; and

WHEREAS, Mr. McDonough has accepted the position of City Manager for the City of Greenville, South Carolina, and will leave his current position with Sandy Springs on August 2, 2019; and

WHEREAS, Mr. McDonough’s departure will create a vacancy in the office of City Manager; and

WHEREAS, the City has begun its search for a new City Manager to fulfill the duties described in Article III, Sections 3.02 through 3.04 of the Sandy Springs Charter (“City Charter”), which search may take several months to accomplish; and

WHEREAS, the City desires to designate an acting City Manager in the interim; and

WHEREAS, Article III, Section 3.07(b) of the City Charter provides that in the event of a vacancy in the office of City Manager, Council may designate a person as acting City Manager; and

WHEREAS, Article III, Section 3.01(b)(10) of the City Charter provides that the Mayor shall make recommendations with respect to employment or termination decisions of City employees; and

WHEREAS, the Mayor desires to recommend and the Council desires to designate Peggy Merriss as Interim City Manager, to serve as such until the City appoints a new City Manager and he or she has taken office; and

WHEREAS, City Council wishes to appoint Ms. Merriss as Interim City Manager effective 5:00 pm August 2, 2019, 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 July 16, 2019 at 6:00 p.m. as follows:

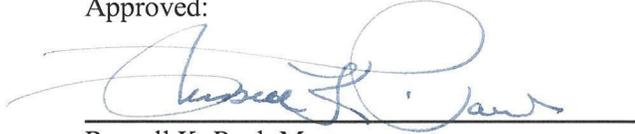
1. Peggy Merriss is hereby appointed as the Interim City Manager with all the powers and duties set forth in Article III, Sections 3.02 through 3.04 of the City Charter and as may otherwise be authorized by law; and
2. This appointment is effective from 5:00 pm on August 2, 2019, until such time as the Mayor and City Council shall appoint a new City Manager and he or she has taken office; and
3. The Employment Agreement is hereby approved; and
4. The City Manager is hereby authorized to execute the Employment Agreement on behalf of the City.

RESOLUTION NO. 2019-07-92

5. The City Manager 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.
6. This Resolution shall become effective upon its adoption.

RESOLVED, this the 16th day of July, 2019.

Approved:



Russell K. Paul, Mayor

Attest:


Coty Thigpen, City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT
(Attached)

CA2019-161

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES
OF INTERIM CITY MANAGER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 16th day of July, 2019, by and between the City of Sandy Springs, Georgia ("City") for the professional services of Peggy Merriss, an individual who City Council intends to appoint as Interim City Manager of the City ("Interim City Manager"). In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

SECTION I. APPOINTMENT AND EFFECTIVE DATE

Pursuant to resolution of City Council on July 16, 2019, the City intends to appoint the Interim City Manager to exercise the duties and responsibilities of the office of City Manager of the City of Sandy Springs in accordance with the general law of the State of Georgia, the City Charter, and the Code of Ordinances of the City of Sandy Springs ("City Code"). This Agreement shall become effective upon the date the Interim City Manager assumes the office of Interim City Manager, which date the parties anticipate to be at 5:00 pm on August 2, 2019, as fixed by the aforementioned resolution ("Effective Date"), and all powers, duties, and rights of the Interim City Manager under the law and under the Agreement shall be deemed to be in effect beginning on the Effective Date.

SECTION 2. INTERIM CITY MANAGER'S DUTIES

The Interim City Manager shall exercise the responsibilities assigned to a City Manager under the general law of the State of Georgia and in Article III, Sections 3.02 through 3.04 of the City Charter, and shall do so in accordance with this Agreement. The Interim City Manager shall also perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

SECTION 3. TERMINATION

The parties acknowledge that Section 3.06 of the City Charter provides a process for the termination of a City Manager's services. The Interim City Manager agrees to waive the procedures and requirements for termination set forth in Section 3.06 of the City Charter during the term of this Agreement. If the City desires to terminate the services of the Interim City Manager prior to the end of the term of this Agreement, the City shall merely provide at least fourteen (14) days' prior written notice to the Interim City Manager and such termination shall be immediate or otherwise effective upon the date set forth in the notice.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Interim City Manager to resign at any time from her position with the City and terminate this Agreement; provided, however, the Interim City Manager shall give the City at least fourteen (14) days' prior written notice, unless the parties otherwise agree in writing.

SECTION 4. TERM

The parties acknowledge that the Interim City Manager's employment is to fill, temporarily, the vacancy created in the City Manager position as of August 2, 2019. It is anticipated a new City Manager will be appointed and in office on January 1, 2020. Therefore, the term of the Agreement shall begin on the Effective Date and continue through December 31, 2019. If a new City Manager has not been appointed

or has not taken office by January 1, 2020, the Interim City Manager will continue to serve pursuant to the terms of this Agreement until a new City Manager is appointed and in office, unless earlier terminated in accordance with the terms of this Agreement.

SECTION 5. SOLE AND FULL TIME EMPLOYMENT

During the term of this Agreement, the Interim City Manager shall work solely for the City and will hold no other position and perform no other duties for compensation unless specifically approved by City Council. Such approval shall not be unreasonably withheld if the Interim City Manager demonstrates that the other duties do not unduly interfere with or detract from her duties for the City. The Interim City Manager shall be diligent in the performance of her duties at all times and shall be readily and reasonably available to City Council members and to City personnel. At the time of this Agreement, the City Council is aware of (and approves) the Interim City Manager's schedule of outside commitments attached hereto as Exhibit A.

The Interim City Manager shall comply with the City's practices on procurement, conduct (as reflected in City policies as may be amended from time to time), and reimbursement for expenses incurred.

Nothing herein shall require the Interim City Manager to keep specific office hours or to be physically present in all instances at City offices or facilities. It is anticipated, however, that the Interim City Manager will generally be present at City offices or facilities to perform her duties Monday through Thursday of each week during business hours and on call Friday through Sunday via telephone or text. The Interim City Manager acknowledges that some flexibility is required in this position, as there are meetings outside regular business hours that will also require her presence.

SECTION 6. COMPENSATION AND ALLOWANCES

A. Base Compensation through December 31, 2019. The base compensation for the Interim City Manager shall be equivalent to Seventeen Thousand Dollars (\$17,000.00) per month from the Effective Date through December 31, 2019.

B. Compensation for Service after December 31, 2019. If a new City Manager has not been appointed or has not taken office by January 1, 2020, and the Interim City Manager continues to serve as provided in Section 4 hereof, she shall be compensated at the rate of Three Thousand Nine Hundred Dollars (\$3,900.00) per week until she no longer serves as Interim City Manager.

C. Car Allowance. Recognizing the need to use her personal vehicle for City business on a regular basis, the Interim City Manager shall receive a car allowance equivalent to Four Hundred Fifty Dollars (\$450.00) per month. This allowance is in lieu of all actual mileage reimbursement for local travel which she might otherwise be entitled to under standard City rules and regulations for the use of personal vehicles in the performance of City business. This automobile allowance shall cease when this Agreement is expires or is terminated for any reason.

D. Payments. The Interim City Manager's compensation shall be subject to the ordinary and customary withholdings of full-time employees of the City. Payment of compensation shall be made bi-weekly via direct deposit.

SECTION 7. BENEFITS

- A. Remote Access to City Network. In recognition that the Interim City Manager's job responsibilities require her to perform some of her duties remotely, the City will identify and provide her a means by which she can securely connect with the City's network while working remotely, at the City's expense. The means by which this is accomplished will be determined by the City in cooperation with the Interim City Manager and the City's IT Department.
- B. Mobile Phone. The City will provide the Interim City Manager with a City-issued mobile phone for business use during the term of the Agreement. Only business related calls, e-mails or texts may be conducted on the City-issued mobile phone. The mobile phone remains the property of the City at all times and must be surrendered when this Agreement terminates for any reason.
- C. Employee Benefits. The Interim City Manager shall be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation, liability coverages provided for the position of City Manager, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans. The City will provide the Interim City Manager with evidence of coverage under workers' compensation, and general and professional liability insurance coverages prior to the Effective Date.

SECTION 8. TAX TREATMENT OF COMPENSATION

The City Manager acknowledges that her compensation, including some/all of the benefits under this Agreement, are payable to her as wages for income and employment tax purposes under applicable law. The City Manager is encouraged to seek competent advice from her independent tax professional.

SECTION 9. PROPRIETARY INFORMATION

The Interim City Manager acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, which is generally understood among members of the International City-County Management Association ("ICMA") to constitute proprietary information, as well as information with respect to which the Interim City Manager has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). The Interim City Manager agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of the Interim City Manager under this section shall survive the termination of this Agreement.

SECTION 10. ENTIRE AGREEMENT

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

SECTION 11. LAWS APPLICABLE AND VENUE

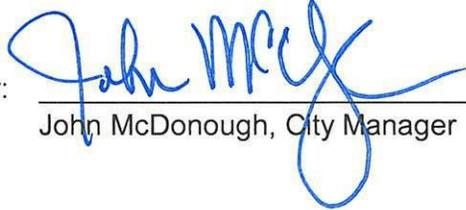
The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in Fulton County, Georgia.

SECTION 12. MODIFICATION

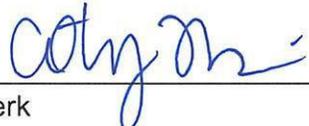
No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

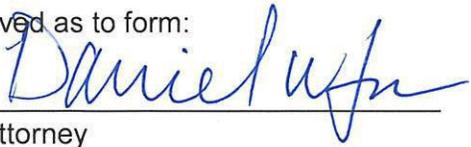
IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: 
John McDonough, City Manager

Date of Execution: 8/1/2019

Attest: 
City Clerk

Approved as to form: 
City Attorney

INTERIM CITY MANAGER

By: 
Peggy Merriss

Date of Execution: _____

**EXHIBIT A
CITY-APPROVED OUTSIDE COMMITMENTS
OF INTERIM CITY MANAGER**

Dates	Commitment
August 12, 2019	All day retreat for Legacy Board in Decatur, Georgia
August 14-16, 2019	ICMA RC Board Meeting in Chicago, Illinois
September 23-24	ICMA RC Board training in Washington, DC
October 16 – 18, 2019	Vacation
October 19 – 23, 2019	ICMA Conference in Nashville, Tennessee
October 30 – November 1, 2019	ICMA RC Board Meeting in Alexandria, Virginia
November 13 – 15, 2019	GCCMA Meeting