

EMPLOYMENT AGREEMENT

between

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

and

MICHAEL BROWN

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into this 3rd day of November 2020 (the “Effective Date”), by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (the “City”) and **MICHAEL BROWN** (“Employee” or “Brown”).

WITNESSETH:

WHEREAS, the City desires to enter into an employment agreement with Employee providing for Employee’s employment as Acting City Manager in accordance with the City Charter and the City Code; and

WHEREAS, the parties wish to provide that Employee shall be employed as Acting City Manager and to confirm that Employee shall serve at the City’s will and pleasure; and

NOW THEREFORE, for and in consideration of the premises of this Agreement, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Employment and General Duties.

(a) The City hereby employs Employee to serve as Acting City Manager on the basis, as more particularly set forth below.

(b) Employee will perform those duties of Acting City Manager as specified in Article III of the City's Charter, the City Code and the pertinent acts, statutes and regulations of the State of Georgia, as well as such other lawful duties assigned to the City Manager by the City, to include but not limited to:

1) Employee shall faithfully and industriously assume and perform with skill, care, diligence and attention all responsibilities and duties connected with his employment on behalf of the City, and shall comply with the policies and procedures of the City as well as its ethical guidelines;

2) Employee shall abide by any and all applicable laws, regulations, and standards, and the procedures governing the administration of the City in accordance with

the City Code;

3) Employee shall have no authority to enter into any contracts binding upon the City, or to deliberately create any obligations on the part of the City, except as may be specifically authorized by the City Charter and the City Code or as otherwise authorized by the Mayor and Aldermen of the City of Savannah; and

4) Employee agrees to devote his full-time efforts, energy and skill to his duties and responsibilities as City Manager. During the term of this Agreement, Employee shall not undertake, either as an owner, director, shareholder, employee or otherwise, the performance of services for compensation (actual or expected) for any other entity without the express written agreement of the City. The City hereby agrees that Employee may fulfill Employee's previously committed consulting services to Georgia cities involving mediation and litigation, and the City agrees that said services are not in direct conflict with the City; provided, however, that Employee shall not provide said services on City time or using City resources. Notwithstanding this agreement, the City recognizes that the consulting business entity of which Employee is a principal, Brown Pelican Consulting, LLC, may continue to provide services performed by associates other than Employee; provided, however, that such services must not be in direct conflict with the City as may be determined mutually by the parties. Employee further agrees that neither Employee nor his company, Brown Pelican Consulting, LLC shall represent any private interest before the City for at least two (2) years after Employee's employment as City Manager terminates.

2. Term and Termination. Employee acknowledges that he serves at the pleasure of the City and shall resign his employment as City Manager at the first to occur of: (i) the City's appointment of a City Manager, or (ii) thirty (30) days after Employee receives notice from the City that his services are no longer needed, or (iii) thirty (30) days after the City receives notice from Employee that he wishes to terminate this Agreement. Employee's employment as Acting City Manager shall automatically renew every three (3) months until and unless one or more of the aforementioned three conditions are triggered.

3. Salary. The City agrees to pay Employee for his services rendered pursuant hereto a monthly (or portion thereof) base salary of Twenty Thousand and 00/100 Dollars (\$20,000.00), payable in bi-weekly installments at the same time and manner as other employees of the City are paid. Although available to Employee under the same terms applicable to other City employees, Employee has voluntarily waived deferred compensation, pension, life, group health and long term disability benefits, and Employee acknowledges that the waiver documents pertaining to such benefits that Employee signed after commencing employment with the City as City Manager pursuant to the Initial Employment Agreement shall continue to be effective during the term of this Agreement.

4. Car Allowance. The City agrees to pay Employee six hundred dollars (\$600.00) per month during the duration of this contract as a car allowance. No City vehicle will be provided to Employee.

5. Leave. The City acknowledges and agrees that Employee shall be entitled to ten (10) days of annual leave as of the Effective Date and shall thereafter earn additional annual leave and medical leave in the same manner as other employees of the City.

6. Expenses. The City shall pay or reimburse Employee for any expenses reasonably incurred by him in furtherance of his duties hereunder, consistent with the City's policy, including without limitation expenses for entertainment, travel, meals and hotel accommodations, upon submission by him of vouchers or receipts maintained and provided to the City in compliance with such rules and policies relating thereto as the City may from time to time adopt.

7. Entire Compensation and Benefits. Employee acknowledges that no other compensation or benefits shall be provided by the City to Employee except on the same basis as available to all other employees of the City.

8. Representations and Warranties of Employee. Employee makes the following representations and warranties and acknowledges that the City has relied upon the truth of such representations and warranties in entering into this Agreement:

(a) Employee has never been convicted of a felony;

(b) To the best of Employee's knowledge, there have been no complaints or reports concerning Employee's conduct made to any professional licensing or credentialing agency;

(c) Employee is not currently a party to or witness in any civil litigation or criminal or other proceeding relating to the performance of any professional services performed or supervised by Employee and Employee is aware of no such pending or threatened claims;

(d) Employee has never been a party to any civil or criminal proceeding in which allegations were made of unlawful or otherwise inappropriate conduct toward a minor; and

(e) Employee is not subject to any agreement, including a non-competition agreement, that would preclude him from discharging his obligations and duties under this Agreement.

9. Representations and Warranties of the City. Employee makes the following representations and warranties and acknowledges that Employee has relied upon the truth of such representations and warranties in entering into this Agreement:

(a) The City is not subject to any agreement that would preclude the City from discharging its obligations under this Agreement; and

(b) The City shall be responsible for the payment of any judgment, arbitration award or settlement awarded against Employee arising from any third-party claim or action pertaining to the Employee's employment with the City. The City shall further be responsible for procuring and paying the costs and expenses of legal representation in connection with any such claim or action. Employee shall be given the opportunity to select reasonable legal representation of his choosing. These obligations shall survive the termination or expiration of this Agreement.

10. Conflict of Interest. Employee shall not engage in any activity which is or may become a prohibited conflict of interest or which may create an incompatibility of office as defined by Georgia law. Employee shall not, during the terms of this Agreement, or any extensions of this Agreement, individually or 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 Savannah, except for stock ownership in any company whose capital stock is publicly held and regularly traded, and except for business activity described in Section 1.4 of this agreement, without prior approval of the City.

11. Intentionally Left Blank.

12. Nondisclosure of Trade Secret and Confidential Information. Other than in the reasonable and normal exercise of his obligations under this Agreement, Employee agrees not to use, communicate, or otherwise disclose, whether orally or in writing, any trade secret or confidential information of the City to which Employee may become privy as a result of his employment with the City, including, but not limited to: attorney/client privileged information, financial information, business methods or operations, training modalities or processes, business methods or operations, business information, agreements or contracts (whether written or verbal), operations or business or marketing plans of the City, including lists of or any information related to proposed or ongoing business development and projects, client lists, or any other sensitive business information. This non-disclosure and confidentiality agreement is intended to include all information deemed a "trade secret" under O.C.G.A. § 10-1-760 and "confidential information" under O.C.G.A. § 51-8-51(3), which information might not be a trade secret, but which the City has made a reasonable effort to keep confidential. There shall be no expiration to the nondisclosure and confidentiality obligations set forth herein as long as such information remains a trade secret or confidential under applicable laws. The parties specifically acknowledge that the City is subject to Georgia's Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, and nothing in this Section 10 shall be construed to impair Employee's obligations under said Act.

13. Amendments. This Agreement may not be amended or modified in any manner except in writing signed and agreed to by each party.

14. No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be considered a waiver of any such provision or the rights of that party thereafter to enforce each and every such provision of this Agreement. No waiver of any breach of this Agreement shall constitute waiver of the entire Agreement or of any subsequent breach.

15. Entire Agreement. The terms contained within this Agreement constitute the entire understanding and agreement between the parties with respect to its terms. The Initial Employment Agreement and all other prior agreements, written or verbal, related to Employee's services are hereby nullified and superseded and neither party shall have rights or obligations under said superseded agreements.

16. Severability. The provisions contained in this Agreement are severable and may stand alone. If it is determined that one or more provisions of this Agreement is invalid

or not enforceable for any reason, the remaining covenants will remain in effect, however a court of competent jurisdiction may modify such provisions deemed invalid or unenforceable to make them enforceable, consistent with the intent of the parties.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Venue shall be proper only in the federal or state courts located in Chatham County, Georgia, and the parties hereby consent to personal jurisdiction and venue in those forums.

18. Notices. All notices provided pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered to the address set forth below or, with respect to a notice to Employee, if delivered in person to Employee:

If to the City: The Mayor of the City of Savannah
City Hall
2 East Bay Street
Savannah, GA 31401

If to Employee: Michael Brown
24 East Liberty Street #64B
Savannah GA 31401

In the event the address of a party shall change, delivery may be made to the last known address of such party.

19. Attorney's Fees. If either party prevails or substantially prevails against the other party in any litigation arising from this Agreement, that other party shall be responsible for the litigation expenses, including reasonable attorney's fees, costs, and expenses, of the prevailing or substantially prevailing party.

20. Assignment. This Agreement is not assignable by either the City or the Employee.

21. Miscellaneous. This Agreement has been drafted jointly by the parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment.

22. Pandemic. The parties acknowledge that this Agreement is made during unprecedented public health and economic conditions and that governmental operations, working arrangements, and public contacts may change to mitigate risks associated with the pandemic. To that end, Employee shall be permitted to exercise his discretion in how he meets and communicates with the City, its officers, employees, consultants, and citizens and anyone else wishing to meet and communication with the City, its officers, employees, consultants, and citizens which may require Employee's involvement.

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The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

This Agreement has been executed by the parties on the dates noted below and shall be effective as the Effective Date November 3, 2020.

Date: October _____, 2020

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**

By: _____
Van Johnson
Mayor

Date: October _____, 2020

By: _____
Michael Brown