

Van Jones II
Mayor

CITY OF SAVANNAH

MANAGEMENT PERFORMANCE AND DEVELOPMENT EVALUATION

FOR THE SAVANNAH CITY ATTORNEY - 2025

City Attorney Evaluation Checklist:

Each member of the City Council will use this form to evaluate the City Attorney's performance in fulfilling each of the roles they play in the city's government. The Attorney is graded 1-4, with the following scale: 1 is poor; 2 is fair; 3 is good; 4 is excellent. Each member of the Council should sign the form and forward it to the Mayor, who will be responsible for compiling the comments. The summary of the individual evaluations will be presented to the City Attorney for their permanent file.

1. Personal

3.4 Invests sufficient efforts toward being diligent and thorough in the discharge of duties.

3.5 Composure, appearance, and attitude fitting for an individual in his/her executive position.

Comments:

2. Professional Skills and Status

3.5 Knowledgeable of current developments affecting the management field.

3.4 Respected in the City Attorney profession.

3.4 Has a capacity for innovation.

3.4 Anticipates problems and develops effective approaches for solving them.

3.3 Willing to try new ideas proposed by Council members or staff.

Comments:

Council Member _____

3. Relationships with Council members

3.5 Carries out directives of the Council rather than those of any one Council member.

3.3 Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action.

3.6 Responds to requests for information or assistance from the Council.

3.5 Receptive to constructive criticism and advice.

Comments:

4. Citizen Relationships

3.5 Accommodate requests from citizens.

3.6 Skillful with the news media

3.5 Has the capacity to listen to others and to recognize their interest – work well with others.

3.5 Cooperates with other City Departments.

3.6 Cooperates with the county, state, and federal governments.

Comments:

Council Member _____

5. Staffing

3.7 Recruits and retain competent personnel for positions in the Attorney's office.

3.5 Aware of weak or inefficient personnel and works to improve their performance.

3.7 Accurately monitors sick leave and vacation time of employees in the Attorney's office.

Comments:

6. Supervision

3.8 Encourages employees to make decisions within their own jurisdictions without the Attorney's approval, yet maintain general control of office of the City Attorney.

3.4 Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their work.

3.4 Has developed a friendly and informal relationship with the workforce as a whole yet maintains the prestige and dignity of the Attorney's Office.

3.6 Evaluate personnel periodically and point out staff weaknesses and strengths.

Comments:

Council Member _____

7. Fiscal Management

3.7 Prepares a balanced budget to provide services at a level intended by the Council.

3.6 Makes the best possible use of available funds, conscious of the need to operate the city efficiently and effectively.

Comments:

8. What have been the finest accomplishments of the City Attorney this past year?

9. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Attorney to improve these areas?

2025 EVALUATION COMMENTS

BATES LOVETT, CITY ATTORNEY

1. Stellar time invested in the performance of duties – is as composed as a City Attorney as there ever was in the field.

The City Attorney has the personal attributes and character required for this position.

2. Employee seems to invest sufficient time in discharging duties.

Extremely knowledgeable and capable in his field and respected by his peers.

The City Attorney is well read and maintains a working understanding of the contemporary issues of municipal government. He is smart, innovative and creative.

3. The City Attorney Bates Lovett does an extraordinary job fulfilling his duties amongst all council members. He is quick to respond for assistance and is thorough in his professional duties.

Unfortunately, I'm in the minority on Council and feel I am not privy to information made readily available to Council members in the majority. I would suggest that information be disseminated to Council members equitably at all times.

The City Attorney maintains friendly, but professional working relationships with all Council members. He assists individual Council members to foster a better relationship with the whole of Council. He is proactive in responding to anticipated request for information or advise.

4. The City Attorney does a great job collaborating with other notable departments at the City – in particular Risk Management to address opportunities before they erupt into larger legal issues. He does a great job interacting with other government agencies as well as the public.

2ND AMENDED EMPLOYMENT AGREEMENT

between

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

and

R. BATES LOVETT, ESQ.

THIS 2ND AMENDED EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into this 12th day of June 2025 (the “Effective Date”), by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** (the “City”) and **R. BATES LOVETT, ESQ.** (“Employee”).

WITNESSETH:

WHEREAS, the City entered into an employment agreement with Employee dated as of April 30, 2019 (the “Initial Employment Agreement”), providing for Employee’s employment as City Attorney in accordance with the City Charter and the City Code; and

WHEREAS, the City entered into a 1st Amended Agreement with Employee dated as of May 1, 2021 providing for Employee’s employment as City Attorney in accordance with the City Charter and the City Code; and

WHEREAS, the parties wish to amend and restate the Initial and 1st Amended Employment Agreements to provide that Employee shall be employed as City Attorney, to extend the term of the Initial Employment Agreement and to confirm that Employee shall serve at the City’s will and pleasure, and this Agreement is that amendment and restatement;

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 City Attorney as more particularly set forth below.

(b) Employee will perform those duties of City Attorney as specified in 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 Attorney 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 efforts, energy and skill to his duties and responsibilities as City Attorney as required by the position. During the term of this Agreement, Employee shall be allowed to maintain a private law practice. As is ethically required of Employee, no private law practice work shall be in conflict with the interests of the City.

2. Term and Termination. Employee acknowledges that he serves at the pleasure of the City and shall resign his employment as City Attorney at the first to occur of: (i) three (3) days after Employee receives notice from the City that his services are no longer needed, or (ii) thirty (30) days after the City receives notice from Employee that he wishes to terminate this Agreement.

3. Salary. The City agrees to pay Employee for his services rendered pursuant hereto an annual salary of \$268,426.00 payable in bi-weekly installments at the same time and manner as other employees of the City are paid. Employee is eligible for pension, life, group health and long-term disability benefits as well as annual Cost of Living Adjustments available to other City employees. Any potential Cost of Living increase shall begin no earlier than January 1, 2026. Employee shall participate in contingent fee litigation matters in an amount Employee agrees upon with any outside engaged counsel so engaged.

4. Car Allowance. Employee shall receive **no** car allowance.

5. 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 filing fees, court fees, transcripts, court reporters, experts, travel for City related matters including 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.

6. 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.

7. 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.

8. Representations and Warranties of the City. The City 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 solely 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, and the City shall further be solely responsible for paying the costs and expenses of legal representation for Employee in connection with any such claim or action, and these obligations shall survive the termination or expiration of this Agreement.

9. 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, without prior approval of the City.

10. Liquidated Damages. Employee agrees and acknowledges that this Agreement is specifically contingent upon his promise to provide services, and Employee's agreement to do so constitutes a material and significant part of the consideration exchanged between the parties under this Agreement, and that any material violation of these provisions will

constitute a material violation of this Agreement. The City's remedy for such a breach shall be its damages from the breach under applicable Georgia law, rather than the rescission of this Agreement; provided, however, that because of the difficulty of quantifying damages in the event that Employee resigns his employment without giving the notice required in Section 2 hereof, the parties mutually agree to liquidated damages in the amount of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) if Employee gives notice of his resignation less than thirty (30) days prior to such resignation and such notice of resignation is not caused by the City's fault or breach of this Agreement by the City. The parties agree that this amount is a reasonable estimate of actual damages and not a penalty. This Agreement as to liquidated damages does not in any way limit The City's rights to pursue any and all remedies, whether legal or equitable, for any other breach of this Agreement.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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: R. Bates Lovett
237 Commodore Drive
Savannah, Georgia 31410

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

18. 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.

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

20. 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.

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.

[remainder of page intentionally left blank]

Date: June 12, 2025.

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

By: _____
Mayor Van R. Johnson, II

Date: June 12, 2025.

By: _____
R. Bates Lovett, Esq.