

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made and entered into this 1st day of September, 2009 ("the Effective Date") by and between GWINNETT COUNTY AND ITS BOARD OF COMMISSIONERS ("the Employer") and GLENN STEPHENS ("the Employee")(collectively, "the Parties") on the terms and conditions outlined herein.

THEREFORE, in consideration of the payments, covenants and promises described below, and in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section I. Duties Employee shall hold the position of County Administrator or equivalent title (i.e., County Manager) and shall perform the functions and duties specified by the Code of Ordinances of Gwinnett County, as amended, and by state law, and perform such other legally permissible and proper duties and functions as the Employer shall from time to time assign. In addition, the Employee is hereby specifically delegated the following responsibilities, powers, and duties by the Employer:

- i. Administrative control over Departments and Divisions of County government, with authority to appoint one or more Deputies or other assistants and Department Directors and fix compensation of appointive officers and employees of Gwinnett County within guidelines established by the Board of Commissioners;
- ii. Authority to execute employment agreements with his Deputies or other assistants and with Department Directors that set forth the terms and conditions of their employment in accordance with guidelines set by the Employer. The provisions of this paragraph shall not apply to the County Attorney, retained legal counsel, the external County Auditor, nor members of the Boards, Commissions and Authorities and positions of employment in connection therewith, when such Boards, Commissions and Authorities were created by state law, nor to the elective County officers of Gwinnett County and employees under their supervision and control, provided, however, that the County Administrator may fix the compensation of the County Attorney in consultation with the Commission Chairman;
- iii. Authority to assign the duties, responsibilities, and work among the various County departments or divisions so as to meet the requirements and objectives established by the Employer;

- iv. Advise and assist the Chairman in the preparation of the annual budget;
- v. Authority to settle claims, lawsuits, or other causes of action as established by County ordinance codified as Gwinnett County Code Section 2-1; and
- vi. Authority to discharge any employee consistent with Merit System Rules and Regulations, if applicable, with concurrence of the Employer prior to the discharge of his Deputies or any Department Director.

Section 2. Term; Effective Date; Extensions.

The term of this contract shall be from September 1, 2009 for a period of five years ending on August 31, 2014 unless the Agreement shall be sooner terminated by either party as provided for herein. This Agreement may be extended for one or more one (1) year terms, or for other lengths of time, on such terms and conditions as may be mutually agreeable to the Parties.

Section 3. Compensation

3.1 Salary

3.1.1 Effective September 1, 2009, Employer agrees to pay Employee for his services rendered pursuant hereto a beginning annual base salary of Two hundred twenty eight thousand Dollars (\$228,000.00) per annum, payable in installments at the same time as other employees of the Employer are paid.

3.1.2 A market comparison for the salary of the County Administrator shall be performed annually during the second quarter of the calendar year. The market analysis shall include comparable positions for Cobb County, Fulton County, and the City of Atlanta, and may include survey data for other comparable jurisdictions. The Chairman of the Board of Commissioners is hereby authorized to increase the Employee's salary to the equivalent of the average salary derived through this market comparison. However, any increase greater than 10% shall require action by the Employer. Salary adjustments resulting from this market analysis procedure shall be effective on the anniversary of the Employee's appointment as County Administrator. Notwithstanding any other provisions, the market comparison process shall not result in a reduction in the Employee's salary.

3.2 Deferred Compensation.

Employee shall receive from Gwinnett County an annual deposit into a deferred compensation account in an amount equal to the maximum allowed under Federal tax law (currently \$ 16,500.00) per annum and the maximum allowed under Federal tax law for all catch up provisions for which Employee is eligible. Should tax laws change during the term of this Agreement so that the Employee becomes eligible to defer any additional deferred compensation, then it is the intent of the Parties for the Employee to receive that amount of deferred compensation from Gwinnett County as well. Said deposit shall occur on October 1, 2009 and subsequently paid on January 1 of each year while this Agreement continues into the Employee's deferred compensation account with the Gwinnett County Section 457 Deferred Compensation Plan. For calendar year 2009, the County will contribute to the Employee's deferred compensation account the difference between the maximum amount allowed (\$16,500) and the amount the Employee has already contributed year to date into his deferred compensation account. If the amount contributed is less than the annual maximum of \$16,500, the County will pay the Employee the difference plus payroll taxes on the difference as a one time cash payment.

3.3 Compensation Adjustments Generally Available to All Employees.

Employee shall also receive any cost of living adjustments, longevity pay, market adjustments, performance pay, and any other increases or compensation given to employees generally.

3.4 Automobile Allowance.

Employee shall in addition receive a bi-weekly automobile allowance of \$350.00 or, in the alternative, Employee may elect to be assigned a county vehicle for Employee's use in the course and scope of Employee's employment only except that Employee may use the automobile for official duties and to commute to and from work. In no case shall Employee be eligible to receive mileage reimbursements.

Section 4. Benefits.

4.1 Benefits Generally Available to All Employees.

All provisions of the Gwinnett County Code of Ordinances and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, disability, life, and health insurance, holiday and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

4.2 Annual Leave.

In addition to the amount of annual leave to which Employee is entitled pursuant to Section 4.1 above, Employee shall be credited eighty (80) additional hours of annual leave effective January 1, 2010 and eighty (80) hours annual leave effective on January 1 of each succeeding year while this Agreement continues. On December 31 of each year, accumulated annual leave shall not exceed 360 hours.

4.3 Sick Leave Conversion

Subject to the limitations imposed by Sub-section 4.2 above, between August 1st and September 1st of each calendar year, Employee shall have the option to (1) receive as pay one-half of any sick leave balance in excess of the maximum carryover for all employees (currently 720 hours) and convert the remaining one-half to annual leave or (2) convert the entire balance in excess of the maximum carryover to annual leave.

4.4 Compensation Upon Expiration Without Extension.

Upon completion of the initial term of this Agreement without extension or upon completion of any one-year or other extension term without further extension, Employee shall be entitled to receive payment for all accumulated annual leave, all accumulated sick leave and all accumulated retirement reserve. These amounts shall at the Employee's option be paid out in the calendar year along with the remaining salary due.

4.5 Life Insurance

Employee shall be issued a twenty (20) year Term Life Insurance Policy provided he make application to the insurer, providing evidence of insurability. Insurance premiums will be paid by Employer during the term of this Agreement.

4.6 Supplemental Disability Insurance

Employee shall be provided with Supplemental Disability Insurance so that his Long Term Disability coverage is at least 70% of his base salary provided he make application to the insurer, providing evidence of insurability. Insurance premiums will be paid by Employer during the term of this Agreement.

Section 5. Termination

5.1 Grounds for Termination By the Employer; Notice

This Agreement may be terminated by the Employer for just cause upon ten (10) days written notice to the Employee. Just cause is defined for purposes of this Agreement as:

- i. gross misconduct by the Employee, including but not limited to theft, embezzlement, fraud, bribery, or other conduct which shocks the conscience;
- ii. after a thirty (30) day period of notice and an opportunity for correction, the Employee continues to violate a written policy of the Employer;
- iii. conviction or plea of nolo contendere by the Employee to a felony or crime of moral turpitude; or
- iv. willful misuse, conversion or misappropriation by the Employee without authority of public property or public funds entrusted to him.

5.2 No Additional Compensation or Benefits For Just Cause Termination.

In the event the Employee is terminated for just cause, he shall not be entitled to any severance pay or other compensation or benefits not available generally to all other employees, subject to Georgia law. Employee shall be entitled to continue Employee's participation in the County's group health, vision, and dental plans in the same way any other employee would be, subject to COBRA rules and regulations.

5.3 Termination By the Employer Without Just Cause; Notice.

The Employee may be terminated without just cause after first being given thirty (30) days notice of the opportunity to resign in lieu of termination. If at the end of the thirty (30) day notice period, the Employee has not notified the Employer that he resigns immediately, then the Employee will be considered to have been terminated. Whether the Employee resigns or is terminated, the Employee shall be entitled to the following compensation and benefits:

5.3.1 Compensation:

- a. A Severance Payment in the amount two (2) years of salary calculated from the date on which the Employer gave notice to the Employee of the opportunity to resign or be terminated (the "Severance Period"), payment for sick and annual leave that would have accrued during the Severance Period, and payment for all accrued sick leave hours; provided, however, that the maximum Severance Payment shall not exceed two times the Internal revenue Code Section 401(a)(17) limit then in effect; and
- b. Payment for all accrued annual leave hours;
- c. The Employee shall receive payments made under Sub-sections 5.3.1 a. and b. in one single lump sum within thirty (30) days of the end of the thirty (30) day notice period unless he shall notify the Director of Financial Services in writing within seven (7) calendar days following the end of the thirty (30) day notice period of his election to receive payments in installments at the same time as other employees of the Employer are paid.

d. 5.3.2 Benefits:

- a. Continuation of all retirement, health plan and other benefits as severance for two (2) years. The Employee will as a condition of this continuation be required to pay the employee portion for all benefits at the rate for current active employees;
- b. After the two (2) year severance period, if the Employee chooses not to retire, he may annually renew group health insurance at the rate for current active employees until eligible for coverage under any other plan.

5.4 Termination for Good Reason by the Employee; Notice.

This Agreement may be terminated by the Employee for good reason if, after notifying the Employer in writing within 90 days of the initial existence of the reason, the Employer fails to remedy the good reason condition within 60 days thereafter. Good reason is defined for purposes of this Agreement as:

- i. the position County Administrator is abolished and the Employee is not placed into a new position with equivalent duties;
- ii. the position County Administrator is so substantially altered as to render its assigned duties inconsistent with the position County Administrator;
- iii. the Employer fails to compensate the Employee according to this Agreement;
or
- iv. the Employer seeks to substantially change or amend any of the provisions of this Agreement without the concurrence of the Employee.

If the Employee terminates this Agreement for good reason as defined herein, the effective date of the termination shall be the date thirty (30) days after he has notified the Employer in writing that the Employer has failed to remedy the good reason condition. The Employee shall be entitled to the same compensation and benefits provided for in the event of termination by the Employer without just cause found in Sub-section 5.3 above.

5.5 Termination Without Good Reason by the Employee; Notice

In the event Employee voluntarily resigns without good reason or takes early or normal retirement from his position with the Employer, the Employee shall give the Employer one month's notice in advance unless the Parties otherwise agree. The Employee shall be entitled to receive payment of all accrued annual leave hours, but he shall not be entitled to receive the severance pay, sick leave, administrative leave, or any other thing of value set forth in Sub-section 5.3 above.

5.6 Termination Due to Disability

In the event the Employee's employment is terminated by resignation or constructive resignation due to disability, he shall be entitled to receive payment of all accrued annual leave hours and shall remain entitled to receive those benefits available generally to all employees. He shall not be entitled to receive the severance pay, sick leave, administrative leave, or any other thing of value set forth in Sub-section 5.3 above.

Section 6. Performance Evaluation

At least annually, and at their discretion, the Employer and Employee shall define such goal and performance objectives which they determine necessary for the proper operation of the County in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the specified time limitations and the annual budgets and appropriations provided.

Section 7. Other Terms and Conditions of Employment

The Employer, in consultation with the 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 County Code of Ordinances, or any other law.

Section 8. General Provisions

8.1 Entire Agreement.

The text herein shall constitute the entire agreement between the Parties.

8.2 Successors and Assignment.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. It shall also inure to the benefit of and be binding upon the Employer and its successors and assigns.

8.3 Waiver.

Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any term or condition of this Agreement unless such waiver is contained in a writing signed by the party making the waiver.

8.4 Severability.

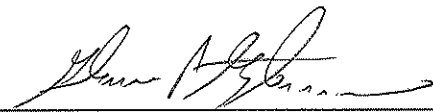
If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, Gwinnett County has caused three originals of this Agreement to be signed and executed in its behalf, and duly attested to by its County Clerk, and the Employee has signed and executed the said three originals of this Agreement, this 1st day of September, 2009.

EMPLOYER:


Chairman,
Board of Commissioners

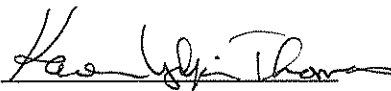
EMPLOYEE:


Glenn Stephens

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Attorney

