

EMPLOYMENT AGREEMENT

Special Assistant County Attorney

THIS AGREEMENT made and entered into this _____ day of June, 2023, by and between **HALL COUNTY, GEORGIA**, hereinafter called “the County”, as party of the first part, and **Van Stephens, ,** herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to, and does hereby, appoint **Van Stephens** as **Special Assistant County Attorney for Hall County** effective July 1, 2023, and thus employ the services of Van Stephens as an in-house legal representative of Hall County; and

WHEREAS, the County Attorney has requested that Van Stephens continue to assist the County in legal matters as Special Assistant County Attorney on a part-time basis following his retirement as County Attorney; and

WHEREAS, the appointment of Van Stephens as Special Assistant County Attorney for a limited term will benefit the County by providing for legal representation with regard to special projects which demand in-depth research and specialized knowledge and experience; and

WHEREAS, the appointment of Van Stephens as Special Assistant County Attorney for a limited term will benefit the County by providing an opportunity to transition certain legal work to full time attorneys in the County’s Legal Department; and

WHEREAS, the Employee desires to accept his appointment and employment as **Special Assistant County Attorney** for Hall County;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Appointment and Employment as Special Assistant County Attorney

The County hereby appoints, and agrees to employ, **Van Stephens** as **Special Assistant County Attorney for Hall County** effective July 1, 2023. The Special Assistant County Attorney shall be a part-time employee of Hall County working for 20 hours per week and shall work on assignments provided by the County Attorney. The **Special Assistant County**

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Attorney, in consultation with the County Attorney, shall exercise independent professional judgment in the exercise of his duties on behalf of Hall County pursuant to this agreement.

SECTION 2. Term

A. The term of this agreement shall be from July 1, 2023 through December 31, 2023. The parties shall have the authority to extend this agreement with Board approval. The Board hereby authorizes the Chairman, County Administrator, and County Attorney to sign this agreement. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Attorney to terminate the services of this Employee at any time. The Employee understands that he serves at the pleasure of the County Attorney.

B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County.

SECTION 3. Termination

A. In the event the Employee voluntarily resigns his or her position with the County as Special Assistant County Attorney, then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree.

SECTION 4. Compensation

The County agrees to pay the Employee an hourly rate of \$150.00 for his or her services rendered pursuant to this agreement with the understanding that the Employee will work 20 hours per week, except that the County may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The hourly rate may be reviewed annually by the County Attorney and consideration for increases may be determined based upon the performance of the Employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 5. Hours of Work

The Employee will work 20 hours per week. The Employee shall submit the number of hours worked per week and a description of such work to the County Attorney by Monday of the

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following week. The Employee shall be available for consultation from 8:00 a.m to 5:00 p.m. Monday through Friday so long as the maximum number of hours set forth in this paragraph is not exceeded, and the Employee shall work primarily from a remote location.

SECTION 6. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.

B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.

C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

SECTION 7. Phone and Computer

A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month. The Employer shall provide the Employee with the use of a computer compatible with the County's MIS specifications.

SECTION 8. Dues, Subscriptions and Professional Development

A. The County agrees to pay the Employee's annual membership dues, subscriptions and seminar expenses incurred by the Employee in conjunction with the Employee's duties, not to

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exceed the budget and subject to prior approval by the County Attorney or his or her designee.

B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Attorney or his or her designee.

SECTION 9. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Special Assistant County Attorney. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. To the extent that a claim, demand, or legal action is brought by a third party, the defense and indemnification of the Employee by the County shall be subject to the procedural requirements of notice and cooperation found in the County's Defense and Indemnification ordinance/policy.

SECTION 10. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provision, or any portion thereof, contained in this 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.

D. This agreement will become effective on July 1, 2023, and shall continue through December 31, 2023 unless extended by the parties or until the agreement is terminated by either party as set forth herein.

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E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF JUNE, 2023.

HALL COUNTY, GEORGIA

By: Richard Higgins, Chairman
Board of Commissioners of Hall County

By: Zach Propes, County Administrator

By: William J. Linkous, III, County Attorney

ATTEST:

By: Jennifer Rivera
County Commission Clerk

(SEAL)

EMPLOYEE:

Van Stephens

APPROVAL AS TO FORM:

By: William J. Linkous, III
County Attorney

