

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between **THE HALL COUNTY SHERIFF’S OFFICE**, hereinafter called “the Sheriff”, as party of the first part, and **Jason Smith**, herein called "Employee", as party of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the Sheriff desires to employ the services of said **Jason Smith** as a **Major** for the Hall County Sheriff’s Office; and

WHEREAS, it is the desire of the Sheriff to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee in accordance with County and Sheriff’s Office policy; and

WHEREAS, it is the desire of the Sheriff to secure and retain the services of said Employee and provide inducement for him to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the Sheriff or his designee; and

WHEREAS, the Employee desires to accept employment as a **Major** for the Hall County Sheriff’s Office;

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

SECTION 1. Duties

The Sheriff hereby agrees to employ **Jason Smith** as a **Major** for the Hall County Sheriff’s Office, to perform legally permissible functions and duties specified and assigned by the Sheriff or his designee.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Sheriff to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the Sheriff.
- 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 Sheriff’s Office, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Sheriff agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the Sheriff determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and/or breach of public trust, including but not limited to illegal acts involving personal gain or moral turpitude, the Sheriff shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and/or vision insurance continuation aside from COBRA.
- B. In the event the Sheriff at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of the Sheriff’s Office, or if the Sheriff refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the Sheriff that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

C. In the event the Employee voluntarily resigns his position with the Sheriff’s Office as **Major** then the Employee shall give the Sheriff’s Office **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the Sheriff shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The Sheriff agrees to pay the Employee for his services rendered pursuant hereto, an annual base salary of **\$109,000.00 per year**, payable in installments at the same time as other employees of the County and Sheriff’s Office are paid, except that the County/Sheriff’s Office may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the Sheriff 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 6. Performance Evaluation

The Sheriff or his designee shall review and evaluate the performance of the Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the Sheriff or his designee and Employee. Performance criteria may be added to or deleted from, as the Sheriff or his designee may from time to time determine. Further, the Sheriff or his designee shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

SECTION 7. Hours of Work

It is generally recognized that the position of **Major** for the Hall County Sheriff’s Office involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the Sheriff or his designee, the Employee may engage in teaching, consulting, or other non-employer related activities as long as they do not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, he will resign from 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.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

SECTION 10. Vehicle and Phone

When the Employee’s duties require the use of an automobile during his term of employment, it will be provided by the Sheriff’s Office. A cellular phone dedicated solely for business usage may be provided by the Sheriff’s Office. In such case, the Sheriff’s Office shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, the Sheriff’s Office shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The Sheriff’s Office agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to County/Sheriff’s Office employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, the Sheriff’s Office/County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to matching contributions made on contributions by the Employee as received by other Sheriff’s Office/County employees, into a defined contribution plan, except that the County/Sheriff’s Office may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Sheriff’s Office/County, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the Sheriff’s Office will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County/Sheriff’s Office Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Major**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

SECTION 14. Dues, Subscriptions and Professional Development

- A. The Sheriff’s Office agrees to pay the Employee’s annual membership dues, subscriptions, and conference expenses incurred by the Employee in conjunction with the Employee’s duties, not to exceed the budget and subject to prior approval by the Sheriff or his designee.
- B. The Sheriff’s Office 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 Sheriff or his designee.

SECTION 15. Indemnification

The Sheriff’s Office/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 **Major**. The County/Sheriff’s Office or their insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County/Sheriff’s Office may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County/Sheriff’s Office shall be subject to all of the terms and conditions found in the County’s Defense and Indemnification ordinance/policy.

SECTION 16. 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.

EMPLOYMENT AGREEMENT

Major – Sheriff’s Office

- D. This agreement will become effective on the 1st day of January, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- 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 _____ 2023.

EMPLOYEE:

Jason Smith

HALL COUNTY SHERIFF:

Hall County Sheriff

HALL COUNTY, GEORGIA:

County Administrator

ATTEST:

County Commission Clerk

(Seal)

APPROVED AS TO FORM:

County Attorney