

# EMPLOYMENT AGREEMENT

## Chief of Fire Rescue

**THIS AGREEMENT** made and entered into this 23rd day of April, 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Jerry Smith**, herein called "Employee", as part of the second part, both of whom agree as follows:

### WITNESSETH

**WHEREAS**, the County desires to employ the services of said **Jerry Smith** as the **Chief of Fire Rescue** of Hall County; and

**WHEREAS**, it is the desire of the Hall County Board of Commissioners, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

**WHEREAS**, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her 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 County Administrator, or his or her designee; and

**WHEREAS**, the Employee desires to accept employment as **Chief of Fire Rescue** for Hall County;

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

### **SECTION 1.        Duties**

The County hereby agrees to employ **Jerry Smith** as **Chief of Fire Rescue**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

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### SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator 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 County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, 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 Employer 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 County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer 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 Employer, or if Employer 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 County Administrator 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.

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C. In the event the Employee voluntarily resigns his position with the County as **Chief of Fire Rescue** then the Employee shall give the County **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 County 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 County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **\$172,676.00**, payable in installments at the same time as other employees of the County are paid, 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 base annual salary and benefits may be reviewed annually by the County Administrator 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 County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

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### SECTION 7. Hours of Work

It is generally recognized that the position of **Chief of Fire Rescue** 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 County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does 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 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 himself 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.

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### **SECTION 10. Vehicle and Phone**

When the Employee's duties require the use of an automobile during the term of employment, one will be provided by the Employer. The Employer shall be responsible for paying liability, property damage, and comprehensive insurance in addition to the expenses for purchase, operation, maintenance, repair, and replacement of said vehicle. 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 his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

### **SECTION 11. Insurance Benefits**

The County 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 other County 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, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County 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 Employer, paid in accordance with Section 3.

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

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

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### **SECTION 14. Dues, Subscriptions and Professional Development**

- A. The County 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 County Administrator 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 Administrator or his or her designee.

### **SECTION 15. 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 **Chief of Fire Rescue**. 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. Any defense and/or indemnification of the Employee by the County 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.

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- D. This agreement will become effective on the 15th day of April, 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 \_\_\_\_\_ 2024.**

**HALL COUNTY, GEORGIA**

\_\_\_\_\_  
County Administrator

**ATTEST:**

\_\_\_\_\_  
County Commission Clerk  
(Seal)

\_\_\_\_\_  
Employee

**APPROVAL AS TO FORM**

\_\_\_\_\_  
William J. Linkous III  
County Attorney