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**FIRST AMENDMENT TO THE  
EMPLOYMENT CONTRACT BETWEEN THE CITY OF AVONDALE ESTATES AND  
ROY CLAIBORNE BROWN**

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This *First Amendment* ("Amendment") is made by and between the **City of Avondale Estates, Georgia** ("City") and **Roy Claiborne Brown** ("Employee"), this 23 day of February, 2015 and effective as of February 1, 2015, to amend the *Employment Contract* executed between the City and Employee on February 11, 2008 ("Original Contract").

WITNESSETH

WHEREAS the City wishes to continue to employ the services of Employee as City Manager of the City in accordance with the terms and conditions of the Original Contract, as amended by this Amendment ("Amended Contract"); and

WHEREAS the Employee wishes to continue employment with the City as City Manager in accordance with the terms and conditions of the Amended Contract;

NOW, THEREFORE, in consideration of the payments, covenants, and mutual promises contained in the Amended Contract, and of other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the City and Employee agree to amend the Original Contract to incorporate the terms and conditions of this Amendment. Notwithstanding any other terms or provisions contained in the Original Contract, the following provisions shall be incorporated into and made a part of the Original Contract. In the event of any conflict between the terms contained herein and the terms in the Original Contract or any prior addendum or exhibit thereto, the following terms and provisions shall control:

1. Termination

(A) **Without Cause.** In the event that the City terminates the Amended Contract without Cause, the City shall, within thirty days of the date of said termination, (a) pay the Employee severance pay equal to twelve month's base salary one lump sum or commence making twelve equal monthly payments, (b) pay the Employee the full cash value for all accumulated but unused paid vacation leave and sick leave, and (c) at the Employee's discretion, either continue to provide, at the City's sole expense and for twelve months from the date of said termination, the additional benefits set forth in Paragraph 4 (B), (E), (F), (G), and (J) of the Original Contract or pay Employee the full cash value of said benefits as to Paragraph 4 (B), (F), (G) and (J) and pay as and when due the premiums for the insurance described in Paragraph 4 (E).

(B) **With Cause.** In the event that the City terminates the Amended Contract for Cause, the City shall, within thirty days of the date of said termination, (a) pay the Employee severance pay equal to one month's base salary in one lump sum, (b) pay the Employee the full cash value

for all accumulated but unused paid vacation leave and sick leave, and (c) at the Employee's discretion, either continue to provide, at the City's sole expense and for one month from the date of said termination, the additional benefits set forth in Paragraph 4 (B), (E), (F), (G), and (J) of the Original Contract or pay Employee the full cash value of said benefits as to Paragraph 4 (B), (F), (G) and (J) and pay as and when due the premiums for the insurance described in Paragraph 4 (E).

(C) **Resignation.** In the event that the Employee terminates the Amended Contract for any reason, the City shall, within thirty days of the date of said termination, (a) pay the Employee severance pay equal to twelve month's base salary in one lump sum or commence making twelve equal monthly payments, (b) pay the Employee the full cash value for all accumulated but unused paid vacation leave and sick leave, and (c) at the Employee's discretion, either continue to provide, at the City's sole expense and for twelve months from the date of said termination, the additional benefits set forth in Paragraph 4 (B), (E), (F), (G), and (J) of the Original Contract or pay Employee the full cash value of said benefits as to Paragraph 4 (B), (F), (G) and (J) and pay as and when due the premiums for the insurance described in Paragraph 4 (E).

## 2. Cause

For the purposes of the Amended Contract, "Cause" shall be defined as (a) the conviction of a felony or a crime of moral turpitude, or (b) failure to cure a material breach of this Amended Contract within ten business days of receiving written notice of said material breach, or (c) the determination by either JAMS Atlanta, Henning Mediation Arbitration Services, or another neutral, third-party arbitrator mutually agreed upon by the parties, that the Employee has repeatedly, willfully, and objectively failed to perform the material components of his duties set forth in Exhibit "A" to the Original Contract.

## 3. Vacation Leave and Sick Leave



The Employee shall accrue all paid vacation leave and sick leave to which he is entitled for each year at the beginning of the first day of that year. Further, the Employee shall carry forward to subsequent years all accrued but unused paid vacation leave and sick leave, without limitation.

## 4. Health, Disability and Life Insurance Benefits

(A) The Employer agrees to provide and pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other employees of the City.

(B) The Employer agrees to provide and to make required premium payments for short term and long term disability coverage for the Employee.

(C) The Employer agrees to provide and to pay the premiums due for term life insurance in the amount of at least three (3) times the Employee's annual base salary, including all

  
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increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

5. Retirement Benefits

(A) **Age of Retirement.** The Employee shall qualify for full Normal Retirement benefits under the Georgia Municipal Employees Benefit System ("GMEBS") at age 55, instead of at age 65.


(B) **Vesting.** The Employee is hereby considered fully eligible and fully vested in GMEBS, and no circumstance of the termination of the Amended Contract shall have any effect on said eligibility or vesting.


(C) **Agreement with GMEBS.** The City is responsible for modifying its Adoption Agreement with GMEBS as is necessary to enact this Amendment, as soon as possible.

6. Indemnification

Beyond that required under Federal, State, or Local law, the City shall defend, hold harmless, and indemnify the Employee to the full extent of Georgia law, including full payment of all legal fees and expenses to an attorney chosen by the Employee, against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during or because of the performance of the Employee's duties or responsibilities as City Manager or resulting from any exercise of judgment or discretion in connection with the performance of Employee's duties or responsibilities, unless the act or omission involved Employee's willful or wanton conduct. The Employee may request that the City provide independent legal representation at the City's expense to defend such legal action and the City may not unreasonably refuse such request or withhold such representation. Legal representation, provided by the City for the Employee, shall extend through and until a final determination of the legal action, including any appeals brought by any party. The City shall indemnify the Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by the Employee in connection with or resulting from any claim, action, suit, or proceeding, whether actual or threatened, arising out of or in connection with Employee's performance of said duties or responsibilities.

Except as expressly modified in this Amendment, the Original Contract shall remain in full force and effect.

  
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for City

AGREED TO, effective as of February 1, 2015:

**CITY OF AVONDALE ESTATES,  
GEORGIA**

By:

  
TERRY GLAGER

its Mayor Pro Tem

Attest:

  
JULIETTE SIMS-OWENS

City Clerk

**EMPLOYEE**

  
ROY CLAIBORNE BROWN

(SEAL)

(CITY SEAL)

Approved as to form:

  
ROBERT E. WILSON

City Attorney

  
RCB

  
for City