

## EMPLOYMENT AGREEMENT

This Agreement is entered into this 3<sup>rd</sup> day of October, 2016 by and between The Housing Authority of the City of Atlanta, Georgia (hereinafter "AHA") and Catherine Buell ("Buell" or "CEO").

### WITNESSETH:

WHEREAS, Buell is currently employed as the CEO of AHA;

WHEREAS, Buell possesses knowledge of the business and affairs of the AHA, its policies, methods and personnel;

WHEREAS, AHA desires Buell's continued employment and to compensate her;

WHEREAS, AHA has determined that this Agreement will reinforce and encourage the CEO's continued attention and dedication to AHA; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions of Buell's employment with AHA.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, AHA and the Buell hereby agree as follows:

#### **1. Appointment as President and CEO and Transition Schedule.**

a. AHA acknowledges that Buell is a qualified and trusted leader and hereby appoints and employs Buell to be President and to serve as the Chief Executive Officer ("CEO") of AHA under policies, supervision, and direction of the Board of Commissioners ("Board") and its Executive Committee. Buell accepts and agrees to such employment.

b. AHA agrees that the CEO will assume responsibilities of her appointment and for oversight of all AHA divisions on October 3, 2016. The CEO shall receive a corresponding increase in her current salary effective as of October 3, 2016 to the salary agreed upon in this Agreement, as outlined in Section 4.

#### **2. Duties of President and CEO.**

a. CEO agrees to faithfully, industriously, diligently and with the maximum application of experience, ability, and talent, devote full-time, attention and reasonable efforts to the performance of her duties of President and CEO.

b. CEO agrees to perform her duties, at all times, within the confines of the law and acknowledges her duty of loyalty and/or good faith to AHA.

c. CEO shall faithfully and diligently perform all duties pursuant to this Agreement, and by custom and practice to be performed by a President and CEO including, but not limited to:

- (i) Providing strategic leadership by working with the Board and the Executive Team to establish long-range goals, strategies, plans and policies;
- (ii) Developing a strategic plan to advance AHA's mission and objectives;
- (iii) Overseeing all operations to insure efficiency, quality, service, and cost-effective management of resources;
- (iv) Enhancing and/or developing, implementing and enforcing policies and procedures of the organization by way of systems that will improve overall operations and effectiveness;
- (v) Reviewing activity reports and financial statements to determine progress and status in attaining objectives and revise objectives and plans in accordance with current conditions;
- (vi) Fostering positive external relationships with customers and partners including local, state and federal governments, their officials, agencies and regulators;
- (vii) Evaluating performance of executives for compliance with established policies and objectives and contributions in attaining objectives;
- (viii) Representing AHA at legislative sessions, committee meetings, Board meetings and other formal functions;
- (ix) Accountability for budgets and managing the agency's resources within budget guidelines according to current laws and regulations; and
- (x) Other duties as assigned.

c. Such duties shall be rendered at the headquarters of AHA in Atlanta, Georgia, and at such other place or places as the Board or CEO shall deem appropriate to promote the interest, needs, business, or opportunity of AHA.

d. CEO shall report directly to the Board and shall be subject to, and shall act in accordance with, all legal instructions and directions officially adopted or approved by the Board.

e. In performing CEO's duties hereunder, CEO shall be subject to, and shall abide by, all applicable laws and written policies and procedures of AHA, including, but not limited to, the Articles of Incorporation, corporate by-laws, and adopted policies as they may be amended from time to time.

f. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered by the CEO under the terms of this Agreement.

g. CEO shall not, except as expressly provided herein, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to AHA, and shall absolutely not engage in any activity or business during the Term of employment including without limitation, any activity that (i) conflicts with the interests of AHA, (ii) interferes with the proper and efficient performance of her duties for AHA (iii) interferes with the exercise of her judgment in AHA's best interests. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder. Under no circumstances shall this or any other provision of this Agreement be interpreted to prohibit CEO from applying for other jobs or positions during her employment with AHA.

### **3. Term of Appointment; Evaluation; Renewal.**

a. *Term.* Buell's appointment as CEO shall be for a term, effective as of October 3, 2016, through January 4, 2020 ("Term"). Such term shall be subject to prior termination or renewal as provided for in this Agreement.

b. *Evaluation.* On or about May 1, 2017, and annually thereafter, the Executive Committee of the Board shall meet with the CEO to establish and agree upon performance goals for the upcoming fiscal year. To aid the Executive Committee in such annual job performance reviews, CEO agrees to furnish such oral and written reports as may be required by the Executive Committee. Such reports shall include, but not be limited to, a list of proposed goals and objectives for the fiscal year. The Executive Committee, or its designee, and the CEO shall discuss and agree upon CEO's goals and objectives for the upcoming fiscal year period. Annually thereafter, the CEO shall initiate the evaluation process for the previous year by submitting to the Board a self-appraisal of said period's performance. This appraisal shall address the CEO's performance related to each of the goals and objectives. After the CEO has submitted this self-appraisal, the Executive Committee shall evaluate the CEO's performance during the previous year based on the CEO's achievements of the mutually agreed upon specified goals and objectives and such other criteria as the Executive Committee deems appropriate.

c. *Renewal.* The Board, in its sole discretion, may offer to renew this Agreement for two (2) additional one (1) year terms upon the terms and conditions contained in this Agreement or upon such additional or different terms as may be agreed upon by the CEO and the Board.

### **4. Salary.**

a. For all services rendered under this Agreement, AHA shall pay CEO an annual base salary of Two Hundred and Sixty Thousand Dollars (\$260,000.00), payable on such standard

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payroll schedule and terms as is then utilized by AHA. During the Term of employment, Buell shall be entitled to participate in all benefits available to all executive level employees, such as health insurance, life insurance, etc., and other benefits set forth herein. AHA will make applicable deductions for local, state, and federal taxes and for all employee benefits for which there is an employee contribution.

b. CEO's salary shall be reviewed annually and may be increased or decreased at the discretion of Board. A decrease will only occur in the event of funding unavailability or regulations restricting CEO's level of compensation, outside the control of the Board. Such annual salary review will be in conjunction with a review by the Board's Executive Committee of the performance of the CEO.

c. CEO shall be responsible for any employee income tax liability incurred as a result of this Agreement. AHA will be responsible for any employer tax contributions required pursuant to law.

**5. Insurance, Indemnification and Retirement Benefits.**

a. During Buell's Term of employment, she shall be entitled to participate in the employee benefit plans maintained by AHA from time to time for its executive level employees. AHA shall provide medical, dental, vision, short and long term disability, life, accidental death and disability insurance, in accordance to AHA's policies, and such other benefits currently available to executive level employees. AHA reserves the right to cancel or change the benefit plans, insurance plans and programs it offers to its employees at any time.

b. AHA shall provide coverage to the CEO under AHA's Directors and Officers liability insurance. To the extent CEO is named individually in any claim or lawsuit with respect to her actions while employed as CEO, provided that Buell acted in good faith, in a manner she reasonably believed to be in or not opposed to the best interests of AHA. AHA agrees to defend and indemnify CEO, except that AHA agrees that the selection of the law firm or attorney(s) chosen to represent CEO in said matters will be a mutual decision between AHA and CEO. AHA will have no duty to defend or indemnify CEO, except as otherwise provided by AHA's Directors and Officers Liability insurance policy, for any criminal action or proceeding, intentional or willful misconduct, gross negligence or knowing acts and violations or breaches of law, duty of loyalty and/or good faith by CEO.

c. CEO shall be an employee of AHA for the purposes of being covered by AHA's Workers' Compensation policy.

d. CEO shall be entitled to participate in the AHA 401(a) Retirement Plan and 457 Pension Plan on the same terms currently available to all other AHA executive level employees and in accordance with the terms of the plans and appropriate IRS regulations; except that, should CEO's employment be less than three years, CEO is otherwise entitled to an amount



equal to the total value of the CEO's 401 (a) as if fully vested. CEO shall be responsible for the payment of any taxes due immediately or in the future with respect to the promised benefit under this section, in order to comply with §409A and §457(f) of the Internal Revenue Code.

**6. Professional Dues, Conferences, Meetings, Travel, Entertainment and Other Business Related Expenses.**

a. In collaboration with the CEO, AHA will establish a reasonable budget annually for professional dues, conferences, meetings, travel, memberships (such as professional and business memberships to the Commerce Club/Gathering Spot), and other business-related expenses. CEO will present an annual proposed budget for these expenses as part of the annual budget. Said expenses incurred in the scope of her performance of the CEO's duties shall be paid directly by AHA or by the CEO to be reimbursed by AHA.

b. The CEO agrees to utilize such funds reasonably and responsibly and for the benefit of the AHA. All expenditures must be made in accordance with the AHA's then current applicable policies and procedures and applicable laws and regulations. The CEO will submit timely requests for payment or reimbursement of expenses within the budget to AHA's Chief Financial Officer ("CFO") or equivalent officer. The CFO or equivalent officer will review and approve all reasonable the expenditures and ensure the expenses are in compliance with the budget and with applicable AHA policies.

c. Should the CEO determine that expenditures not included in the established annual budget are appropriate and needed in the best interest of the AHA, the CEO will present any such request to the Chairman of the Board for approval.

d. AHA shall reimburse CEO for her actual and reasonable attorneys' fees incurred in the preparation and negotiation of this agreement, up to six thousand five hundred dollars (\$6,500.00).

**7. Expense Receipts and Documentation.** CEO agrees to maintain and furnish an accounting of expenses provided for in this Agreement in reasonable detail on a monthly basis.

**8. Outside Board Service and Income.**

- (i) AHA recognizes that it is both appropriate and beneficial for the CEO to engage in outside activities such as serving on for-profit and not-for-profit boards, delivering speeches, and writing. As such, CEO may engage in these activities, and may serve on the board of up to two (2) for-profit corporations, subject to prior Board approval, and may serve on not-for-profit corporations during her employment provided that such service does not interfere with or present conflict of interests, directly or indirectly, with CEO's duties and responsibilities to AHA.

- (ii) Should the Board determine, in its sole discretion, that CEO's outside commitments are interfering with CEO's responsibilities to AHA, CEO agrees to immediately discontinue such activity.
- (iii) The CEO may retain all income from board memberships, writing, and honoraria from outside speaking engagements consistent with AHA policies and procedures and Conflict of Interest rules and governmental regulations.
- (iv) AHA agrees to pay all reasonable costs and expenses incurred by CEO, up to \$10,000, in connection with her service on any not-for-profit boards or commissions, as appropriate, including, without limitation, all costs associated with traveling to attend such meetings, subject to the availability of non-restricted funds, less and except any such expenses that are otherwise paid for or on behalf of CEO.

**9. Leave.**

a. CEO shall accrue sick leave and other leave in accordance with the terms of AHA's leave policies available to AHA's executive level employees.

b. If CEO is affected by pregnancy or a childbirth-related medical condition, she is entitled to leave consistent with AHA's policies on other medical conditions, including the use of short term disability (STD) benefits or long term disability (LTD) benefits consistent with the terms of such applicable STD and LTD benefit plans.

c. CEO shall further be entitled to twelve (12) weeks of parental leave for each child, which shall include maternal leave, in order to bond with and care for her child(ren) (including any foster or adopted child(ren)). CEO shall be paid based upon her annual salary on such standard payroll schedule and terms as is then utilized by AHA during her parental or maternal leave. Such parental leave shall be independent from and unaffected by any medical or disability leave taken by CEO under (a) and (b) included in this Section of the Agreement. Such parental leave may be taken either in or a single uninterrupted period or in hourly, daily, or weekly installments.

**10. Vacations and Personal Leave.**

a. CEO shall be entitled to vacation and personal leave in accordance with the terms of AHA's executive level employees. Attendance at business and professional meetings and conferences shall not be construed as vacation or personal leave.

b. CEO shall not take vacation or personal leave if such leave interferes with properly discharging the duties under the terms of this Agreement. For purposes of this Section, "vacation or personal leave" shall not include sick leave, maternity or parental leave.

**11. Working Facilities.**

CEO will be furnished with a private office, administrative assistance and such other facilities and services suitable to the position and adequate for the performance of the duties as CEO.

12. Termination.

a. Termination by AHA for Just Cause. The parties agree that the AHA may terminate this Agreement at any time for "just cause," by written notice to the CEO. "Just Cause" shall mean conduct reasonably determined by the Board to be contrary to the best interest of AHA warranting dismissal of the CEO, including, but not limited to, the following:

- i. Willful misconduct in the performance of the normal duties for which CEO has been hired; or
- ii. A deliberate or intentional violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of CEO's abilities; or
- iii. Gross negligence or willful malfeasance by the CEO in the performance of her responsibilities and duties; or
- iv. Conviction of any felony, commission of an act of theft, misappropriation, embezzlement, or fraud; or
- v. Willful or reckless engagement in conduct that is materially injurious to the operations, reputation, mission, or public profile of AHA, monetarily or otherwise; or
- vi. Prolonged voluntary absence from duty without the AHA Board's consent. "Voluntary absence" shall not be construed to include leave provided under AHA's leave policies or any other leave otherwise permitted under the terms of this agreement, including parental leave.

b. Termination by the AHA Without Cause. The parties agree that the AHA may terminate this Agreement prior to its normal expiration, without cause, which shall include the following situations:

- i. Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if CEO dies or becomes totally disabled or totally incapacitated and as a result thereof.
- ii. If the parties disagree with respect to CEO's status as totally disabled or totally incapacitated, CEO may be required to submit to a medical examination, physical

and/or mental, by a mutually agreed-upon physician licensed to practice medicine in the State of Georgia. AHA shall pay all fees expenses associated with such examination.

- iii. If CEO becomes incapable of carrying out the duties of office due to permanent disability or incapacity and is terminated, AHA shall only be liable to CEO or CEO's personal representative, as the case may be, for any accrued but unpaid compensation together with any other benefits which would be due and payable to CEO, or personal representative, as the case may be, by reason of death or incapacity during employment by the AHA.
- iv. CEO shall also receive regular monthly salary payments for six (6) months from the date of disability or incapacity termination, which may be a combination of AHA-sponsored long-term disability insurance payments and wages, if permitted by the terms of the insurance policy, or be comprised totally of wages paid by the AHA.
- v. This Agreement may also be terminated at any time by AHA by delivering to CEO written notice of the AHA's intent to terminate this Agreement without cause, which notice shall be effective six (6) months after the date the notice is delivered. CEO shall cease the performance of her duties hereunder as of the effective date of such notice. In such event, CEO shall be entitled to severance, as provided for in the clause set forth under Severance Benefits Section 12(d) below, which shall commence after the effective date of such notice.

c. Termination by CEO. This Agreement may be terminated without cause by the CEO by delivery of written notice of intent to terminate employment, to AHA and the Board, with six (6) months advance notice of the termination of employment with AHA, or as may be mutually negotiated between CEO and the Board.

- i. If CEO exercises the right under this provision to terminate this Agreement, the parties shall have no further obligations, including financial obligations, to each other except as may be mutually negotiated or otherwise provided herein.
- ii. If CEO so terminates this Agreement, CEO agrees that at the option of the parties, CEO may continue to work for a specific period on such terms as may be negotiated between the parties.
- iii. In no case shall CEO be liable to AHA for any losses, fees, or other costs arising from CEO's termination of this Agreement pursuant to this provision.

d. Severance Benefits.



- i. If AHA terminates this Agreement for Just Cause pursuant to 12(a) hereinabove AHA will be responsible for the payment of CEO's accrued unpaid salary and benefits through the date of termination and all further Agreement benefits shall cease.
- ii. If AHA terminates this Agreement without cause under section 12(b)(v) above, AHA shall pay CEO, as severance two (2) years' of salary with benefits in the amount of the CEO's then current base annual salary with benefits. In no event shall amounts paid under this section 12(d)(ii) exceed the lesser of two times the employee's annualized compensation (as defined by §409A and §457(f) of the Internal Revenue Code) or two times the limit on annual compensation under §401(a)(17) of the Internal Revenue Code (\$270,000 for 2017). Any amounts due under this section 12(d)(ii) shall be paid no later than the end of the second calendar year following the calendar year of the CEO's separation of employment with AHA. The severance benefits are contingent upon the parties' execution of a mutual waiver and release, as agreed upon by the parties hereto and the parties shall exercise best efforts.
- iii. In no case, other than in the event of wrongful termination, shall AHA be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of the AHA's termination of this Agreement for Just Cause or Without Cause.
- iv. The parties have bargained for and agreed to the foregoing severance provision, giving consideration to the fact that termination of this Agreement by the AHA without cause prior to its natural expiration may cause loss to CEO which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such severance benefits by the AHA and acceptance thereof by CEO shall constitute adequate and reasonable compensation to CEO.

### 13. Taxes

a. AHA shall make all reimbursements set forth herein in a manner that is compliant with the Internal Revenue Code. As such, the amount of expenses reimbursed during one taxable year shall not affect the amount of expenses eligible for reimbursement in any other taxable year. Any reimbursement of expenses shall be made on or before the last day of the taxable year following the year in which the expense was incurred to the extent practicable. The right to reimbursement of expenses shall not be subject to liquidation or exchange for another benefit.

b. AHA shall include in the W-2 issued to the CEO all payments, benefits, allowances, and reimbursements that are defined as income or otherwise required to be reported by federal, state or local governments. Except as provided in this Agreement, the CEO shall be responsible for the payment of all personal taxes due.

**14. Notice of Non-Renewal.** In the event the Board determines it will not renew the Agreement, the Board shall provide the CEO with a minimum of six (6) months written notice of the Board's intent not to renew.

**15. Mediation**

a. **Mandatory Non-Binding Mediation.** Except as otherwise herein provided, the parties agree to submit any claim(s) under this Agreement to non-binding mediation. The parties will jointly select an independent mediator or a mediator from a recognized dispute resolution service (e.g., JAMS, AAA, Henning). The Mediator shall have a minimum of three (3) years of experience in the practice of employment law or in the mediation of employment law claims or comparable experience. The parties will make best efforts to agree on selection of the Mediator. If the parties cannot agree within ten (10) days after a party has requested mediation in writing, the parties shall obtain a list comprised of a total of five (5) local mediators, who meet the requisite qualifications set forth above, from AAA, JAMS or Henning or a combinatory thereof and submit the list of a total of five (5) qualified local mediators to the Board. The Board shall select a mediator from the list. Either party may be assisted or represented at mediation by an attorney. Due to the confidential nature of the process the parties covenant and agree that, neither party nor anyone else shall record or transcribe or use any electronic recording device at the mediation, and any such recording that exists shall be immediately destroyed. The AHA will pay (1) the administrative fees of the dispute resolution service provider; and (2) the Mediator's fee and reasonable travel expenses.

b. The parties agree that should they be unable to resolve their dispute through non-binding mediation, the matter will be referred to binding arbitration pursuant to the terms below.

c. The mediation proceedings shall be strictly confidential. All aspects of the mediation including any meeting, hearing, settlement negotiations, and caucus, as well as any notes or other description or account thereof, shall be treated as confidential to the fullest extent permitted by law and shall not be open to the public, except to the extent (1) all parties agree otherwise in writing; (2) as may otherwise be appropriate in response to a governmental agency or legal process, or (3) as may otherwise be required by law. The parties hereby covenant and agree that such matters will remain confidential as among the parties and their respective legal representatives.

**16. Arbitration.**

This Agreement shall be deemed to have been made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Georgia. Any dispute regarding any aspect of this Agreement or any act which allegedly has or would violate any provision of this Agreement, except for claims for injunctive or equitable relief, ("Arbitrable Dispute") will be submitted to arbitration in Atlanta, Georgia before an experienced labor and employment arbitrator licensed to practice law in Georgia and selected in accordance with the rules of the American Arbitration Association, as the exclusive

remedy for such claim or dispute. Should any party to this Agreement hereafter institute or participate in any legal action or administrative proceeding against the other with respect to any claim waived by this Agreement or pursue any Arbitrable Dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating or participating party all costs, expenses, and attorneys' fees incurred as a result of such action. Further, the prevailing party in any properly brought arbitration or dispute shall be entitled to costs, expenses, and attorneys' fees incurred as a result of such action.

**17. Entire Agreement; Modification.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings, and arrangements, both oral and written between the CEO and AHA. This Agreement may not be modified in any way unless by a written instrument signed by both AHA, with approval of the Board, and the CEO.

**18. Contract Terms Exclusive.**

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein and each of the parties hereto acknowledges that she or it has relied on her or its own judgment in entering into the same.

**19. Interpretation.**

The parties and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, or any dispute among the parties with respect to the provisions hereof, no provision of this Agreement shall be construed unfavorably against any of the parties on the ground that it or its counsel was the drafter thereof.

**20. Severability.**

The terms of this Agreement are severable such that if any term or provision is found by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**21. Governing Law; Forum.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

**22. Waiver.**

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No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

**23. Non-Assignable.**

This Agreement is personal to the CEO and not assignable by her. Subject thereto, this Agreement shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

**24. Notices.**

Notices under this Agreement shall be served on the other party by hand delivery, with signature acknowledgement required; by certified mail, return receipt requested; or by a delivery method that will require signature for delivery (FedEx, UPS, etc.). Notices to the Board or AHA shall be directed to:

Terri Thompson, Esq., General Counsel (or her successor)  
Atlanta Housing Authority  
230 John Wesley Dobbs Avenue  
Atlanta, GA 30303-2429  
404-892-4700 (main)

Notices to the CEO shall be delivered to her AHA office or her last known home address. Either party may notify the other of a change of the delivery designee and/or address by written notice delivered using the same methodologies stated herein.

**25. Counterparts.**

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument.



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(Catherine Buell)  
October 3, 2016

IN WITNESS WHEREOF, Catherine Buell and the authorized representative(s) of the AHA have executed this Agreement the day and year first above written.

By: Catherine Buell  
Catherine Buell

For The Housing Authority of the City of Atlanta, Georgia:

By: James Allen, Jr.

James Allen, Jr.

By: Daniel Halpern  
Printed Name  
Daniel Halpern  
Printed Name

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