

EMPLOYMENT AGREEMENT
COUNTY MANAGER/PIKE COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT is made and entered into this the 12th day of August, 2020 by and between the Board of Commissioners of Pike County, Georgia, hereinafter called "Employer," and Brandon Rogers, hereinafter called "Employee," and the parties understand and agree as follows:

WITNESSETH:

WHEREAS, Employer duly advertised the position of county manager for Pike County;

WHEREAS, Employee responded to the advertised position and desires to serve as the county manager for Pike County;

WHEREAS, Employer and Employee have negotiated the terms of a formal contract of employment for Employee to serve as the county manager for Pike County;

WHEREAS, the parties desire for the employment of Employee as County Manager of Pike County, Georgia to be in accordance with the provisions of the applicable provisions of Official Code of Georgia, The Code of Pike County, Georgia, House Bill 1819 executed May 17, 2004, and the Consent Interlocutory Order in Civil Action 03V-005 filed on January 21, 2004 in the Superior Court of Pike County, Georgia; and,

WHEREAS, it is the desire of Employer to enter into this written contract with said Employee confirming the terms, benefits, and specific conditions related to the employment of Employee as the county manager for Pike County, GA;

NOW THEREFORE, and in consideration of the mutual covenants, benefits and promises contained herein, the sufficiency of which is acknowledged by the parties, Employer and Employee agree as follows:

Section 1. Term.

A. This contract shall become effective as of August 12, 2020 and shall be for a term not to exceed June 30, 2022, subject to any renewal(s) pursuant to the terms of this Agreement.

B. Employee agrees to remain in the exclusive employ of Employer through June 30, 2022 and shall not to accept any other employment during the term of this Agreement. It is understood by the parties, however, that Employee is also currently employed with the Georgia Army National Guard; and, that Employee has been so employed with the Georgia Army National Guard since October 2011. Accordingly, the

parties understand that this exclusivity provision does not exclude the Employee's continued employment with the Georgia Army National Guard.

C. The Parties acknowledge that the State of Georgia is considered an "at will" State; and, that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to any rights of the Employee that may accrue pursuant to the terms of this Agreement and the applicable provisions of federal or state law and the Pike County Code. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the terms of this Agreement and the applicable provisions of federal or state law and the Pike County Code.

Section 2. Renewal(s).

A. The parties intend to renegotiate this Agreement during the budget workshop and preparation in the spring of 2022.

B. In the event the parties successfully renegotiate an agreement, a new written agreement shall be executed by the parties detailing the provisions for such agreement.

Section 3. Annual Review and Evaluation.

Employer shall conduct an annual review and evaluate the Employee regarding his performance as county manager. This provision, however, should not be construed as prohibiting the Employer from conducting evaluations more than once a year.

Section 4. Duties.

Employer has employed Employee as the county manager of Pike County to perform the functions and duties specified in the Code of Pike County, Georgia, House Bill 1819 executed May 17, 2004, and the Consent Interlocutory Order in Civil Action 03V-005 filed on January 21, 2004 in the Superior Court of Pike County, Georgia in connection with the position of county manager; and, to perform any other legally permissible duties and functions as Employer from time to time may assign Employee.

It is further agreed that in addition to the duties specifically identified above, the duties of the county manager shall include reporting directly to the Board of Commissioners of Pike County, Georgia as his Employer.

Section 5. Personnel Policy.

The parties acknowledge that the Code of Pike County, Georgia contains certain provisions also known as the Pike County Personnel Policy that sets forth specific provisions, rules and regulations related to employment with Pike County.

Section 6. Compensation.

A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of EIGHTY-THREE THOUSAND DOLLARS (\$83,000.00); which, shall be payable in installments at the same time as other employees of the Employer are paid, unless otherwise agreed to by the Parties in writing.

B. The Employee's compensation may be adjusted by the Employer during the term of this Agreement. Any adjustment in the amount of compensation paid to the Employee shall be memorialized in writing.

C. It is further understood by the parties that the amount of compensation set forth in this Section and Agreement is independent from the compensation of other county employees and shall not be determinable based on whether other county employees receive pay increases of any nature during the term of this Agreement.

Section 7. Hours of Work.

Employee is an exempt employee who is expected to engage in those hours of work that are necessary to fulfill the duties of county manager. Employee does not have pre-established hours, but he is expected to be available at all times that are necessary, particularly as may be required in times of emergency.

Section 8. Annual leave, Sick Leave, Etc.

Notwithstanding the provisions of termination set forth herein, the Employee shall be subject to and governed by the general personnel policies for county employees regarding the accrual of vacation, sick leave and other forms of leave and holidays.

Section 9. Use of County Vehicle.

A. Employee shall have the right to use at all times during his employment a vehicle provided by the Employer. The Employee shall adhere to the County's Vehicle Use policies.

B. The Parties agree that Employee may drive the county provided vehicle to and from work or as may be otherwise required for county related business. It is understood, however, that Employee will ensure that a county vehicle will be made available to other county employees when such vehicle may be needed for county related business including, but not limited to, other employees' having to attend out of town training.

C. Employee shall adhere to the Vehicle Use policies of the county and shall be compensated for the use of his personal vehicle in accordance with the applicable provisions of said policies.

Section 10. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Employee; and, therefore Employer hereby agrees to reimburse Employee for said general expenses upon receipt of an appropriate requisition with copies of the related receipt(s).

Section 11. Benefits.

Employee shall be entitled to receive all benefits offered to all other county employees including, but not limited to, health insurance, life insurance, disability insurance and retirement (clarified below).

Section 12. Retirement.

Employee is entitled to receive and/or continue any and all retirement benefits available to Pike County employees as of on August 12, 2020, or that may subsequently become available to Pike County employees thereafter.

Section 13. Phone/Smartphone, PDA, Laptop, and other Electronic Devices.

Employer agrees to provide Employee with any and all electronic devices including, but not limited to, phone/smartphone, PDA, laptop, tablet, or other device(s) deemed necessary and prudent for the adequate performance of the duties of the county manager.

Section 14. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and subscriptions of Employee necessary as county manager and for the benefit of the Employer. Said expenses shall be in accordance with the financial policies of the county; and, sufficient funds shall be properly allocated in the county's annual budget for said dues and subscriptions. Unanticipated dues and subscriptions require the prior approval of the Employer and shall be subject to budgetary constraints.

Section 15. Professional Development.

Employer hereby agrees that the county manager shall need ongoing professional development (training and education). The Employer agrees to pay for the expenses related to the professional development of Employee. Said expenses shall be in accordance with the financial policies of the county; and, sufficient funds shall be properly allocated in the county's annual budget for said expenses. Unanticipated professional development expenses shall require the prior approval of the Employer and shall be subject to budgetary constraints.

Section 16. Outside Activities.

A. The term "employment" shall not be construed to include occasional teaching, speaking, writing, or consulting activities performed on the Employee's personal time. Said activities shall be considered as outside activities, not employment.

B. Employee, however, shall not spend more than ten (10) hours per week in teaching, counseling, or other outside activities without the prior approval of Employer. This ten (10) hour per week limitation does not apply to the number of hours that Employee may be required to serve in connection with this employment with the Georgia Army National Guard.

Section 17. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 18. Indemnification.

Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as county manager except for those instances where the act of omission of Employee rises to the level of gross negligence, reckless conduct, intentional or criminal acts. Employer will litigate, compromise, and/or settle any such claims or suit and pay the amount of any related judgment, compromise, or settlement, unless otherwise agreed upon by the Parties.

Section 19. Termination, Notice and Severance

A. Termination. The parties stipulate that Employer may terminate the Employee at any time for cause subject to all applicable laws, policies, and procedures. In addition, the parties also stipulate that Employee may terminate his employment with the Employer at any time.

B. Notice. In the event of termination not for cause, the parties have agreed to provide the other party with no less than thirty (30) days prior written notice of the anticipated termination date.

C. Severance. In the event the Employer does not provide Employee with thirty (30) days prior written notice of termination not for cause, then Employer shall pay Employee a severance package equal to the Employee's salary for a thirty (30) day pay period. This severance provision is intended to limit the Employer's liability to the Employee for any termination of the Employee not for cause to the specific amount of the Employee's salary for a thirty (30) day pay period. This severance provision will not be applicable in the event the Employee is terminated for cause, except as may be otherwise agreed upon by the parties.

Section 20. Other Terms and Conditions of Employment.

A. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as may be deemed necessary or prudent, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of Pike County or any other law or policy.

B. All provisions of the Code of Pike County relating to personnel and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to any other employees of Employer; except, however, said provisions shall be in addition to the benefits and conditions specifically set forth in this Agreement. If there is any conflict between the provisions set forth in this Agreement and the provisions of the Code of Pike County, it is the intent of the Parties that the provisions of this Agreement shall be controlling.

C. Employer and Employee acknowledge that the duties and responsibilities of the county manager are also specifically set forth in the Code of Pike County, House Bill 1819, and the Consent Interlocutory Order referenced above, which are hereby incorporated herein by reference.

Section 21. Notices.

Notices pursuant to this Agreement shall be given by deposit with the United States Postal Service, postage prepaid, addressed as follows:

Employer: Pike County Board of Commissioners
P. O. Box 377
Zebulon, GA 30295

Employee: Brandon Rogers
[REDACTED]
[REDACTED]

Notices pursuant to this provision shall be deemed given as of the date of deposit of such written notice with the United States Postal Service. The parties agree, however, that communications and notices may be exchanged between the parties via email.

Section 22. Entire Agreement.

This Agreement represents the entire agreement of the parties and supersedes any other discussions, agreements, understandings, either written or oral, concerning the employment of the Employee as the county manager of Pike County, Georgia.

(SIGNATURES ON FOLLOWING PAGE)


IN WITNESS WHEREOF, Employer and Employee have executed this Agreement, which has been duly attested by the County Clerk, as follows:

BY EMPLOYER:




Brian Johnson, Chairman
Pike County Board of Commissioners

ATTESTED BY:




Angela Blount
County Clerk

BY EMPLOYEE:



BRANDON ROGERS
County Manager

ATTESTED BY:



Angela Blount
County Clerk