COUNTY MANAGER EMPLOYMENT AGREEMENT

This County Manager Employment Agreement (the Agreement) is made and entered into effective as of December 1, 2026 (the Effective Date), by and between Pike County, Georgia, a political subdivision of the State of Georgia, acting through its Board of Commissioners (the County or Board), and James G. Ellington (the Manager).

The County desires to employ the Manager as County Manager, and the Manager accepts that employment, subject to the following terms and conditions.

ARTICLE 1 APPOINTMENT AND TERM

1.1 Appointment. The County employs James G. Ellington as County Manager. The Manager is appointed by, and reports directly to, the Board acting as a body corporate. The Manager may bind the County only to the extent authorized by applicable law, the County budget, adopted ordinances and policies, or a formal action of the Board.

1.2 Term. The initial term of this Agreement is three (3) years beginning on the Effective Date and ending at the close of the third anniversary of the Effective Date, unless earlier terminated under Article 5. Any extension or renewal must be set out in a written amendment approved by the Board at a properly noticed public meeting.

1.3 Controlling Employment Terms. This Agreement is a written employment contract for a fixed term. It supersedes the County's general at-will and certain other provisions of the polices of the County as applied to the Manager. Except where inconsistent with this Agreement, the Manager will remain subject to generally applicable County personnel policies, ethics rules, and lawful Board directives.

1.4 Approval and Funding. The Board shall formally approve this Agreement in a properly noticed public meeting and shall include the compensation and benefits required by this Agreement in the County's annual budget, to the extent required by law. Nothing in this Agreement requires the County to take an action prohibited by law.

1.5 Annual Evaluation. The Board shall evaluate the Manager's performance at least once each year. The evaluation should address performance of assigned duties, achievement of County goals, fiscal and operational management, and general administration. Any discussion or deliberation may occur in executive session only to the extent permitted by Georgia law; any final Board action shall occur in an open meeting as required by law.

ARTICLE 2 DUTIES AUTHORITY AND WORK SCHEDULE

2.1 Chief Administrative Officer. The Manager shall serve as the chief administrative officer of Pike County and shall faithfully and diligently perform the duties of County Manager as prescribed by applicable law and the County's ordinances, resolutions, policies, and budget. The Manager shall administer the day-to-day operations of County government pursuant to the policy direction of the Board.

2.2 Administrative and Personnel Authority. The Manager shall oversee, manage, and supervise all County departments and employees within the Board's jurisdiction, excluding employees of elected officials and constitutional officers. Subject to applicable law, the County budget, County personnel policies, and any authority expressly reserved to the Board, the Manager has authority to hire, suspend, discipline, promote, demote, reassign, and terminate employees within that jurisdiction and to alter their duties and assignments, with the understanding that the hiring and firing of department heads by the Manager will require the approval of the Board of Commissioners per Section 30.03 (C) (2) of the Code of Pike County. The parties further acknowledge that the County Clerk is ordinarily appointed to and removed from the office of Clerk by governing body. In Pike County, the County Clerk also serves as an assistant to the County Manager, but the appointment and removal of the County Clerk remain under the authority and discretion of the Board of Commissioners.

2.3 Board Direction. The Manager shall report to the full Board, not to an individual commissioner, committee, or other person. Individual commissioners may communicate concerns, constituent information, and policy views to the Manager, but no individual commissioner may direct County staff, with the exception of the County Clerk as discussed in 2.2 above, or countermand the Manager's lawful administrative decisions unless authorized by formal Board action, with the consent of the County Manager, or as otherwise required by law.

2.4 Full Professional Commitment. The Manager shall devote full professional time, attention, and energy to County business and shall not engage in outside employment or business activity that conflicts with those duties. Any outside activity that could reasonably create a conflict of interest requires the Board's prior written approval, which may include but is not limited to seeking elected positions or board appointments in other jurisdictions including other local governments

2.5 Flexible Work Schedule. The Board recognizes that the position requires work outside ordinary business hours, including attendance at Board meetings, community events, regional assignments, emergency response, and professional training. The Manager's work schedule shall be flexible. The Manager may reasonably adjust daytime office hours to account for County work performed outside normal operating hours, while remaining appropriately available to the public, Board, and County staff and ensuring that the Manager's office functions effectively. Such schedule adjustments are not compensatory time and shall not be charged against Annual Leave.

ARTICLE 3 COMPENSATION DEFERRED COMPENSATION AND BENEFITS

3.1 Base Salary. The County shall pay the Manager an annual base salary of One Hundred Twenty-Seven Thousand Five Hundred Dollars ($127,500.00), payable in regular installments in accordance with the County's normal payroll schedule and subject to required withholdings and deductions.

3.2 General Compensation Adjustments. The Manager shall receive each cost-of-living adjustment, or general compensation or benefit enhancement broadly awarded to regular County employees or County department heads, whichever provides the greater benefit to the Manager. This provision does not prevent the Board from providing a separate increase after the annual evaluation. It is understood by the parties that the County is adopting an "Open Pay Plan" giving the Board discretion concerning the compensation adjustments for its employees including the County Manager.

3.3 Governmental Senior Management Plan, also known as a 401 A Plan. The County currently provides both a Defined Benefit Plan and a Defined Contribution Plan to its employees. The County will make available to the Manager a Senior Management Plan, also known as a 401 A Plan with an annual contribution not to exceed six percent (6%) of the Manager's annual base salary, which would initially be Seven Thousand Six Hundred Fifty Dollars ($7,650.00). The contributions by the County shall be made pursuant to the applicable plan document and to the extent permitted by the plan and law. The County will allow the Manager to be deemed vested in the County contributions after ninety (90) days of continuous employment by the Manager with the County to the extent permitted by the plan and the applicable provisions of state and federal law.

3.4 Employee Benefits. The Manager may participate in group health, dental, vision, life, disability, and other benefits generally offered by the County to regular County employees and County department heads, under no less favorable terms and coverage options than those available to comparable department heads. The Manager shall pay only the employee contribution required of similarly situated County employees, if any.

ARTICLE 4 VACATION, LEAVE EXPENSES, AND EQUIPMENT

4.1 Vacation. The Manager shall receive one hundred twenty (120) hours of Vacation during each contract year. The Manager shall accrue and "carry-over" Vacation as permitted by the policies of the County.

4.2 Sick Leave and other Leave. The Manager shall receive eighty (80) hours of Sick Leave. The Manager will receive all other Leave that may be available to the employees of the County pursuant to the polices of the County.

4.3 Professional Development and Expenses. The County shall budget for and pay reasonable and necessary professional dues, certifications, licensing, training, and professional development relevant to the Manager's duties, including ICMA and ACCG programs. The County shall reimburse reasonable travel, lodging, meals, and other business expenses incurred while attending approved professional functions or representing the County, in accordance with the County's expense policy and applicable law.

4.4 County Vehicle. The County shall provide the Manager with a take-home County vehicle appropriate for the position's on-call and County-wide responsibilities. The County shall pay the vehicle's fuel, maintenance, and insurance costs. The Manager may use the vehicle pursuant to the policies of the County for County business, commuting, and personal use that is incidental to County business.

4.5 Equipment and Communications. The County shall provide the Manager with a computer, cellular telephone, and other technical or office equipment reasonably necessary to perform the duties of County Manager.

ARTICLE 5 TERMINATION RESIGNATION AND SEVERANCE

5.1 Termination Without Cause. The Board may terminate the Manager's employment without Cause only by an affirmative vote of a majority of the full Board at a properly noticed public meeting. The County shall give the Manager at least thirty (30) days of advance written notice of the effective date of termination. During the notice period, the Manager shall continue to receive full base salary and benefits. The Board may relieve the Manager of active duties and place the Manager on paid administrative leave during all or part of the notice period. A request or demand that the Manager resign, if not based on Cause, shall be treated as a termination without Cause, unless the Manager voluntarily resigns.

5.2 Severance Benefits. If the County terminates the Manager without Cause, or if the Manager resigns for Good Reason under Section 5.4, the County shall provide severance equal to six (6) months of the Manager's base salary, plus a cash payment equal to the County's cost of six (6) months of the Manager's group health, dental, vision, life, disability, and other County-paid benefits, including the County's six percent (6%) governmental 401 A contribution. The cash payment shall be calculated using the rates in effect on the separation date. Subject to the Manager's execution and, if applicable, expiration of any statutory revocation period for a customary mutual release of claims, the County shall pay severance within sixty (60) days after the effective separation date. The notice-period compensation under Section 5.1 is in addition to severance. Severance shall not be reduced by income from later employment, except as required by law or by mutual agreement of the parties.

5.3 Termination For Cause. The Board may terminate the Manager for Cause only by an affirmative vote of a majority of the full Board at a properly noticed public meeting and pursuant to the procedures and notice required by the policies of the County and the applicable provisions of state and federal law. The County's Personnel Policy details conduct that is subject to disciplinary action in Section 36.20 (B). In connection with a termination for cause, the County is obligated to pay the Manager any unused Vacation subject to the limitations set forth in the policies of the County and pursuant to the applicable provisions of state and federal law. No severance shall be due from the County to the Manager for a termination for cause.

5.4 Good Reason. The Manager may resign for "Good Reason" if, without the Manager's prior written consent, the County: (i) materially reduces the Manager's base salary or benefit allocation; (ii) materially diminishes the Manager's executive authority, administrative powers, or personnel jurisdiction described in Article 2, except as required by law; (iii) requires the Manager to report to individual commissioners rather than to the full Board; or (iv) materially breaches this Agreement. The Manager must give written notice of the claimed "Good Reason" within thrity (30) days after the event. The County shall have thirty (30) days after receipt of notice to cure the "good reason" claimed by the Manager. If the County elects not to cure the "Good Reason" claimed, the Manager may resign with "Good Reason" within thirty (30) days and shall receive the severance benefits in Section 5.2.

5.5 Voluntary Resignation. The Manager shall provide at least thirty (30) days of advance written notice before a voluntary resignation that is not for Good Reason. The County may waive all or part of the notice period by written notice, but shall continue the Manager's regular base salary and benefits through the end of the waived notice period, unless otherwise agreed upon by the parties. If the Manager voluntarily resigns prior to a determination by the County that grounds for termination for cause exist, then no "notice-period compensation" shall be due from the County, and the Manager will only be entitled to accrued vacation, expenses and benefits as required by policy or applicable provisions of state and federal law. No severance will be due from the County to the Manager for a voluntary resignation.

5.6 Death or Disability. This Agreement terminates upon the Manager's death. The County may terminate the Manager's employment for an inability to perform the essential duties of the position due to disability only after complying with applicable law and considering any required reasonable accommodation. In either event, the County shall pay compensation and benefits earned through the separation date as provided in the policies of the County, including earned unused Vacation, but no severance shall be due unless otherwise required by law.

ARTICLE 6 INDEMNIFICATION PUBLIC PROCESS AND ATTORNEY FEES

6.1 Defense and Indemnification. To the maximum extent permitted by Georgia law, the County shall defend, hold harmless, and indemnify the Manager against claims, demands, liabilities, and legal actions arising from acts or omissions within the scope of the Manager's official duties. This Defense and Indemnification provision shall be governed by the County's policy plan, the polices of the County, and the applicable provisions of state and federal law. This protection does not apply to criminal conduct, fraud, acts outside the scope of employment, proven willful or malicious misconduct, or any other conduct excluded by the County's coverage, the policies of the County, or applicable provisions of state and federal law.

6.2 Open Government Compliance. The parties intend that all Board actions required by this Agreement will be taken in a manner consistent with the Georgia Open Meetings Act, Open Records Act, and other applicable law. The Agreement, Board resolutions approving it, and related public records will be handled as required by law.

6.3 Attorney Fees and Costs. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, expert-witness fees, court costs, and litigation expenses, including reasonable fees and costs incurred on appeal, to the extent permitted by law.

ARTICLE 7 GENERAL PROVISIONS

7.1 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Georgia. Subject to applicable law, venue for an action arising from this Agreement shall lie exclusively in the Superior Court of Pike County, Georgia.

7.2 Notices. Any notice required by this Agreement must be in writing and delivered personally, by certified United States mail with return receipt requested, or by nationally recognized overnight courier. Notices to the County shall be addressed to the Chair of the Pike County Board of Commissioners, 331 Thomaston Street, Zebulon, Georgia 30295, with a copy to the County Clerk. Notices to the Manager shall be addressed to the Manager at the most recent address on file with the County. A party may change its notice address by written notice under this Section.

7.3 Entire Agreement and Amendments. This Agreement is the entire agreement between the parties concerning the Manager's employment and supersedes prior oral and written understandings on that subject. An amendment or waiver is effective only if it is in writing, signed by the Manager and an authorized representative of the County, and approved by the Board at a properly noticed public meeting.

7.4 Severability. If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

7.5 No Waiver. A waiver of any provision of this Agreement is effective only if made in writing as provided in Section 7.3. A waiver of one breach is not a waiver of any other breach.

7.6 Change in Board Membership. A change in the membership of the Board, including a change following an election, does not by itself amend this Agreement or constitute Cause for termination. The provision, however, does not supersede any applicable provisions of state or federal law.

7.7 Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental or sovereign immunity beyond the extent expressly provided by Georgia law.

7.8 Pike County Policies. All policies of the County that do not conflict with the provisions of this Agreement shall remain in full force and effect. The parties intend for the County Manager to be governed by the local laws applicable to the County as well as the policies of the County unless specifically addressed otherwise in this Agreement.

7.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement. Signatures transmitted electronically may be treated as original signatures to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

PIKE COUNTY, GEORGIA

By: J. Brian Jahnson

Title: Chair, Board of Commissioners

Date: 11/3/2026

ATTEST: Angela Blount

County Clerk

MANAGER

James G. Ellington

Date: 11/3/26