LUMPKIN COUNTY
AND
STANLEY J. KELLEY

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AMENDED
EMPLOYMENT CONTRACT

This Agreement is made this 24th day of January, 2008, effective as of the 1st day of January, 2008, between the Governing Authority of Lumpkin County, (the "Employer"), a political entity of the State of Georgia, with mailing address of 99 Courthouse Hill, Suite A, Dahlonega, Georgia 30533, and Stanley J. Kelley (the "Employee"), with mailing address of 648 Hidden Valley Trail North, Dahlonega, Georgia 30533. In consideration of the mutual covenants contained in this Agreement, the Employer and the Employee hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.01. The Employer employs the Employee and the Employee accepts employment with the Employer beginning on the 1st day of January, 2008; however, this Agreement may be terminated earlier as provided in Article 7 or in Paragraph 2.04 of this Agreement.

1.02. This agreement shall automatically renew annually, subject to the same terms and conditions, unless Employer gives to Employee notice of intent not to renew, such intent given to Employer by placing in the US Mail, addressed to Employee at the address set out above, or such other address as Employee in writing may have provided to Employer for the purpose of this notice, on or before thirty calendar days prior to November 1 of any given year. Penalties for termination are as provided in Article 7.

1.03 Employee and Employer agree that this position is not a civil service position, but is an employment at will. Both parties hereto agree that as a bargained consideration of the terms of this agreement, Employer conveys no property rights to Employee, and Employee understands and agrees that he will have no property rights in this employment.

1.04 Employee recognizes the special relationship of the County Manager to the constitutional officers and other elected officials who make up the county government. Employer requires and, as a bargained consideration of this agreement, Employee agrees, that Employee will not stand for election to as a constitutional officer or other elected county office while employed as County Manager under the terms of this contract agreement or any extension or renewal.

ARTICLE 2

DUTIES OF EMPLOYEE

Specific Duties

2.01. The Employee is employed as County Manager of Lumpkin County, a job position established and described under the terms of Senate Bill 58 as adopted by referendum in November, 2003, as may be amplified from time to time by job description or other policy set by the Board of Commissioners of Lumpkin County. The Employee shall apply all his efforts and expertise to the management of the governing authority.

2.01.a. Manager will be required to attend meetings and conferences, and conduct routine coordination with federal, state, regional and other boards, commissions and governmental entities focused on the general role of government.

2.01.b. Manager will routinely visit all County departments and projects under their respective areas of responsibility. This will require Manager to be available at times outside normal business hours, to include dispatch from his home to emergency sites during existing weather conditions and at hours of need; to respond to these requirements Manager shall be furnished a County vehicle which shall be operated at County expense. Manager is expected to use this vehicle at all possible times when possible, and is authorized to make reasonable use of the County vehicle for routine family and personal use. Duties will include visiting areas of existing hazardous environmental conditions during all weather and all hours to make on site evaluations of conditions and to make discretionary decisions on necessary courses of action. Manager shall ensure that vehicle is equipped with such radios, lights and other equipment as he deems necessary for the performance of his general requirements.

2.01.c. Performance of these duties routinely require examination and analysis of detailed financial and statistical data from both electronic (computer) and paper file sources.

2.01.d. Manager will be the governing authority's primary and first line of contact with the citizens of Lumpkin County and with local elected officials.

2.01.e. Manager will be required to maintain frequent telephone and data contact with county and other emergency agencies as well as routine communication at all hours, both during the normal work day and at times during nights and weekends as may be required. To assist in maintaining communications, Manager will be provided a cellular telephone and other communication devices and methods at county expense; Manager will not be reimbursed for maintaining a second telephone and is therefore authorized to make reasonable use of the county cellular communications for routine family and personal

calls. Further, Manager is authorized and directed to budget for, procure and employ such additional personal or laptop computers, printers, facsimile machines, email accounts, personal data assistants, and cable, DLS or satellite internet service as he deems necessary for the performance of this requirement, or more technologically advanced communication devices as they become available, for use at the County offices or at his home as necessary for conducting County business. If any such equipment or services are located at Employee's home, Employee is authorized to make reasonable use of the equipment and services for routine family and personal use.

Other Duties of the Employee

2.02. In addition to the foregoing duties, the Employee shall perform any other work that may be assigned to him, subject to the instructions, directions, and control of the Employer.

Mutual Consent to Change of Duties

2.03. The duties of the Employee may be changed from time to time by the mutual consent of the Employer and the Employee. Notwithstanding any such change, the employment of the Employee shall be construed as continuing under this Agreement as modified.

Change of Duties if Employee Disabled

2.04. Employee is fully aware that his position is a unique employment position with the County, and there are no alternate positions or other positions.

2.04.a. If the Employee at any time during the term of this Agreement should be unable because of personal injury, long-term illness, or any other cause to perform the duties under this Agreement, the Employer may assign the Employee to other duties, if such a position exists at that time; the compensation to be paid after the reassignment shall be determined by the Employer in its sole discretion.

2.04.b. A long term injury shall be any injury causing Employee to be unable to perform his duties for more than six months. A short term injury shall be any injury causing Employee to be unable to perform his duties, but with a medical written expectation of being able to return to full duty in less than six months from the date of the injury; in the event of a short term injury Employer shall not reassign Employee so long as the injury is not designated as other than a short term injury.

2.04.c. If the Employee is unwilling to accept the modification in duties and compensation made by the Employer, or if the Employee's inability to perform is of such an extent as to make modification of duties not feasible, this contract shall terminate immediately.

2.04.d. If no acceptable position is available, Employee shall resign, or may, at the

pleasure of Employer, be terminated for inability to perform the functions of the position.

Place of Employment

2.05. At the commencement of the employment, the Employee shall perform his duties at the office of the Employer located at 99 Courthouse Hill. However, at any time deemed necessary or advisable by the Employer for business purposes, the Employee shall work at any other place or places that may be designated by the Employer.

Hours of Employment

2.06. Employer recognizes that Manager will work at the schedule as Manager in his discretion deems appropriate; this position is an executive position and will require extensive hours in excess of the normal forty hour week and Manager shall be free to set his daily schedule as needed to perform his duties. Employer does encourage Manager to be present during normal business hours when such requirement doesn't interfere with necessary duties elsewhere, to include rest and relaxation.

Engaging in Other Employment

2.07. The Employee shall not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Employer.

ARTICLE 3
COMPENSATION OF EMPLOYEE

Basic Compensation

3.01. As compensation for services rendered under this Agreement, the Employee shall be entitled to receive from the Employer a salary of $_____ per year, payable in equal bi-weekly installments of $_____ every two weeks during the period of employment, prorated for any partial employment period.

Overtime Work Requirement

3.02 This position is an executive position and compensation shall be considered as salary. Work scheduled and performed shall be in the discretion of the Employee considering the mission and the requirement of the position and no overtime will be recognized or compensated. Any work required on days falling within a weekend or on a holiday shall be similarly treated.

Annual Performance Review

3.03 The Lumpkin County Board of Commissioners shall annually between the 15th day of December and the 15th day of January of the following year, meet with the Manager for a detailed performance review.

Changes in Rate of Compensation

3.04 The annual compensation specified in Paragraph 3.01 shall amended or adjusted on the basis of available funds as well as by the recognition of superior performance by the Board of Commissioners. Employee recognizes that the Employer has limited funds, with future funds dependent on governmental budgets as adopted by the Board of Commissioners. Employee will, however, receive any cost of living increase in pay on the same basis as other County employees.

Additional Compensation

3.06 The Employee shall be paid such additional compensation from the Employer for the services rendered under this Agreement as may be determined, from time to time, in the sole discretion of the Board of Commissioners.

Obligation to fully fund

3.07 The Board of Commissioners shall annually fund the full amount of all cost as herein provided for the operation of the office of County Manager.

ARTICLE 4
EMPLOYEE BENEFITS

Medical and Dental Benefits

4.01 Employee shall receive all hospital, surgical, and medical benefit plans adopted by the County, as it may from time to time provide for its employees or for members of the Board of Commissioners. The Employee shall be entitled to participate in the plan at the time specified in the benefit plan rules.

Group Life Insurance

4.02. Employee shall be entitled to participate in the Group Life Insurance available to County employees or to members of the Board of Commissioners. The Employee's contribution will be in accord with that of other Employees.

Vacation or Personnel Time

4.03. Vacation time earned by Employee as a County employee prior to his accepting the position as County manager shall be transferred to his present "vacation account" as approved by Board of Commissioners, with any time not transferred to be paid. Future vacation time shall accrue as provided for County employees.

Retirement / Pension Plan Contribution

4.04 Employer shall match any contribution of Employee to any IRA, 401k or similar pension or retirement plan at the ratio provided for other County employees.

ARTICLE 5
REIMBURSEMENT OF EMPLOYEE EXPENSES

Business Expenses

5.01. The Employer, in accordance with the rules and regulations that the Employer shall issue from time to time, shall reimburse the Employee for all reasonable out of pocket expenses incurred in the performance of the Employee's duties.

5.02. Because the Employee is on call 24 hours per day, seven days per week, the Employer shall reimburse Employee for all out of pocket expenses and damages, including – but not limited to – cancellation fees and penalties, loss of non-refundable deposits and tickets or other such losses incurred by the Employee as a result of being called to conduct County business on short notice. Reimbursement shall be for the expenses of Employee only; reimbursement under the terms of this paragraph shall not be considered compensation to the Employee.

ARTICLE 6
OBLIGATIONS OF EMPLOYEE

Qualification for Surety Bond

6.01. The County Manager shall be required to post a surety bond in the same amount as is required for a County Commissioner. The Employee agrees that he will furnish all information and take any other steps necessary to enable the Employer to obtain a fidelity bond conditioned on the rendering of a true account by the Employee of all moneys, goods, or other property that may come into the custody, charge, or possession of the Employee during the term of employment. The surety company issuing the bond and the amount of the bond must be acceptable to the Employer in the sole discretion of the Employer. All premiums on the bond are to be paid by the Employer. Failure by the Employee to qualify for such a bond within thirty (30) days from the date Employer gives written notice that a bond is required will result in immediate termination of this Agreement.

Satisfactory Performance of Duties

6.02 The employment of the Employee shall continue only so long as the services rendered by the Employee are satisfactory to the Employer, regardless of any other provision contained in this Agreement. The Employer shall be the sole judge as to whether the services of the Employee are satisfactory.

ARTICLE 7
TERMINATION OF EMPLOYMENT

By Employer Without Cause

7.01. If the Employer is unable to fund the position, or believes that available funding should not be used for this position, or for any other reason deemed by the Board of Commissioners to be adequate justification for termination, Employee shall be given the option to immediately resign by mutual consent, which shall be tendered within thirty (30) days of such notice. In the event that Employee does not tender his resignation within the thirty day period, this employment shall be considered as Terminated Without Cause. In either such event, Employer shall pay to Employee all income and benefits accrued as of the date the termination is effective plus, as severance pay, all monetary compensation and health care benefits due through the remainder of the then existing annual contract plus, following such period, an amount equal to the total monetary compensation due at the then compensation rate for a period of thirteen bi-weekly pay periods, or the equivalent of one hundred eighty day's pay.

By Employer For Cause

7.02. Grounds for Termination By the Employer: Notice.

This Agreement may be terminated by the Employer for just cause upon ten (10) days written notice to the Employee. Just cause is defined for purposes of this Agreement as:

a. gross misconduct by the Employee, including but not limited to theft, embezzlement, fraud, bribery, or other conduct which shocks the conscience.

b. after a thirty (30) day period of notice and an opportunity for correction, the Employee continues to violate a written policy of the Employer;

c. conviction or plea of nolo contendere by the Employee of a felony or crime of moral turpitude; or

d. willful misuse, conversion or misappropriation by the Employee, without authority, of public property or public funds entrusted to him.

Effect of Termination For Cause on Compensation

7.03. In the event of the termination of this Agreement for cause prior to the completion of the term of employment specified in Article 1, the Employee shall be entitled to the compensation and benefits earned by him prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The Employee shall be entitled to no further compensation or benefits as of the date of termination, except as may generally be available to all other employees, subject to Georgia law.

Employee shall be entitled to continue Employee's participation in the County's group

health, vision, and dental plans in the same way any other employee would be, subject to COBRA rules and regulations.

Termination Without Good Reason by the Employee: Notice.

7.04 In the event Employee voluntarily resigns before the expiration of this Amendment without good reason or takes early or normal retirement from his position with the Employer, the Exnployee shall give the Employer one month's notice in advance unless the Parties otherwise agree. The Employee shall be entitled to receive payment of all accrued annual leave hours, but he shall not be entitled to receive the severance pay, sick leave, administrative leave. or any other thing of value set forth in Subsection 7.01 above.

Damages for Breach of Contract

7.05 In the event of a breach of this Agreement by either the Employer or the Employee resulting in damages to the other party, that party may recover from the party breaching the Agreement.

7.05.a. Damages to Employee shall be limited to the monetary payment due under the terms of 7.01.

7.05.b. Damages to Employer shall be limited to such loss or damage arising out of acts of negligence of Employee, or acts of misfeasance or malfeasance by Employee.

Arbitration

7.06. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction over the matter.

Attorneys' Fees and Costs

7.07. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

ARTICLE 8
GENERAL PROVISIONS

Notices

8.01. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing.

Entire Agreement

8.02. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the employment of the Employee by the Employer, and this Agreement contains all of the covenants and agreements between the parties with respect to the employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Governing Law

8.03. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

EMPLOYER: **LUMPKIN COUNTY BOARD OF COMMISSIONERS**

By: Stephen Gooch

Stephen W. Gooch, Chairman

EMPLOYEE

Stanley J. Kelley

Stanley J. Kelley, County Manager