

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (hereinafter referred to as “Agreement”) is by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “County” and/or “Board”), and Timothy J. Callanan (hereinafter referred to as “Callanan” and/or “County Manager”).

WITNESSETH:

WHEREAS, the County entered into an Employment Agreement with Callanan dated July 30, 2019; and

WHEREAS, the County desires to continue to employ the services of Callanan as County Manager; and

WHEREAS, it is the desire of the County to ensure the commitment and full productivity of Callanan in providing service to the County as County Manager; and

WHEREAS, it is the desire of the County to provide inducement for Callanan to remain in service to the County; and

WHEREAS, Callanan agrees to continue his employment as County Manager; and

WHEREAS, the County and Callanan desire to amend and restate the prior Employment Agreement dated July 30, 2019, which upon execution of this Agreement shall become null and void; and

NOW, THEREFORE, in consideration of the promises and mutual covenants as set forth in this Agreement, the parties agree as follows:

Section 1 - Term.

At all times Callanan shall serve at the pleasure of the Board of Commissioners of Effingham County, subject to the termination and severance provisions in Section 6 of this Agreement.

Section 2 - Duties.

A. Callanan shall comply with all applicable federal and state laws and local ordinances, resolutions, regulations, and policies that pertain to the performance of his duties as County Manager. Callanan agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. Callanan shall remain in the exclusive employment of the County and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. Callanan shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder. Subject to the prior approval of the Chairman of the Board of Commissioners, Callanan may be permitted to act as an outside consultant or director to third party entities so long as work does not interfere or present a conflict of interest with Callanan's position as County Manager. At no time shall the consulting services rendered by Callanan have a material adverse effect on his ability to render services to the Board of Commissioners under this Employment Agreement.

C. Callanan shall have charge of the administration of the affairs of the County subject to such limitations as may be established by the laws, ordinances, resolutions, regulations, and policies of the State of Georgia and of Effingham County.

D. Callanan shall implement all policies of the Board, and all state and local laws relevant to the administration of the affairs of Effingham County.

E. Callanan shall attend and participate in all meetings of the Board providing administrative recommendations on each item of business brought before the Board, except when his own employment, performance, or salary are under consideration or when the Chairman or the Board has approved his absence.

F. Callanan shall assume responsibility for the overall financial planning of the local governing authority, for the preparation of the annual budget, and for submitting the budget to the Board for review.

G. Callanan shall hire and assign for employment and shall supervise, direct, and manage all employees of the Board excluding the County Clerk and the County Attorney, who shall be appointed by the Board and shall serve under the supervision, direction, and management of the Board.

H. At the direction of the Board, Callanan shall act as a liaison between and among the Board, its employees, other state and local government officials, and the community, and shall strive to create and maintain a productive and cooperative relationship between and among the Board, its employees, other state and local government officials, and the community. Callanan shall be accessible to individual members of the Board at reasonable times to discuss County business.

I. Callanan shall prepare and distribute such reports and other information concerning the administration of the affairs of the County as the Board deems necessary. Callanan shall at all times strive to inform the Board of important events that may impact the usual course of County business as expediently as possible.

Section 3 - Compensation, Benefits, and Evaluation.

A. For the performance of services pursuant to this Agreement, the County agrees to pay Callanan an annual base salary of Two Hundred Thousand Dollars and 00/CENTS (\$200,000.00) payable in installments at the same time as other County employees are paid.

B. The County may increase said base salary and/or other benefits of Callanan in such amounts and to such an extent as the Board may determine desirable on the basis of an annual performance evaluation of Callanan. The evaluation shall be in such form as the Board deems appropriate and shall be made between October 1st and December 31st of each year in which this Agreement is effective. Any annual increase of compensation as a result of the evaluation shall be in the Board's sole discretion.

C. Nothing in this Section shall require the County to increase the base salary or other benefits of Callanan. Furthermore, the County's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

D. Callanan shall receive any cost of living adjustments, longevity pay, market adjustments, performance pay, and other compensation given to County employees generally.

E. Callanan shall be eligible for health, dental, vision, life, and disability insurance, and other benefits generally applicable to County employees in accordance with the personnel policies adopted and amended from time to time by the Board.

F. Callanan shall be eligible to participate in the County's 401(a) and 457(b) plans. For the first year of Callanan's employment, the County shall contribute three percent (3%) of Callanan's salary to the 401(a) plan which will be in the amount of \$6,000. For every year thereafter while Callanan is employed by the County, the County will match up to three percent (3%) of Callanan's contribution to the 457(b) plan. Callanan's eligibility for these retirement plans is subject to the personnel policies adopted and amended from time to time by the Board. Callanan will be considered one hundred percent (100%) vested in both the 401(a) plan and the 457(b) plan on the effective date of this agreement.

G. Callanan shall receive one hundred twenty (120) hours of "paid time off" in accordance with the Human Resources Standards of Practice on January 1st of each year and said "paid time off" shall accrue on a pro-rated basis thereafter in accordance with the Human Resources Standards of Practice and any other personnel policies adopted and amended from time to time by the Board. Use of "paid time off" must be approved by the Board Chairman. Upon termination of Callanan's employment, regardless of cause or fault, Callanan shall be entitled to payment for "paid time off" in accordance with the personnel policies generally applicable to employees of the County. Callanan is entitled to the same paid holidays and administrative leave as County employees.

H. Callanan is required to be on call for twenty-four hour service. In recognition thereof Callanan shall receive and be entitled to an Automobile Allowance in the amount of \$750.00 per month as reimbursement for use of his personal vehicle to conduct County business. The County shall reimburse Callanan at the IRS standard mileage rate for any business use of the vehicle beyond the Coastal Empire area. For purposes of this section, use of the vehicle within the Coastal Empire area is defined as travel within a 50 mile radius of the Effingham County Administrative Office.

I. The County Manager has the need to be in contact with the office during non-business hours. In recognition thereof, the County will provide Callanan with a cell phone.

Section 4 - Time, Method and Manner of Performance.

A. All of Callanan's duties and undertakings as described herein shall be performed competently in a professional and businesslike manner.

B. Callanan shall comply with all applicable federal and state laws and local ordinances, resolutions, regulations, and policies that pertain to the performance of his duties as County Manager.

C. Callanan shall serve as a non-classified contracted employee. Callanan shall be exempt from the wage and hour and overtime requirements of the Fair Labor Standards Act and shall engage in those hours necessary to fulfill the obligations of his position of employment. Callanan shall be available during the County's regular business hours as established by the Board, during the Board's regular and special called meetings as necessary, and at other times as directed by the Board. Callanan shall notify the Board of scheduled absences and shall ensure that the County Clerk or his Executive Assistant are notified of his whereabouts during regular business hours when he is not in the Administrative Complex.

Section 5 - Application of Effingham County Human Resources Standards of Practice.

The personnel policies generally applicable to County employees shall be applicable to Callanan except as set forth in this paragraph and in other paragraphs in this Agreement. In the event of a conflict between the personnel policies generally applicable to County employees and this Agreement, this Agreement shall be controlling. Callanan shall conduct himself in accordance with the standards of conduct established by the Board through the Effingham County Human Resources Standards of Practice or through such other personnel policies as may be adopted and amended from time to time by the Board.

Section 6 - Termination by the County and Severance Pay.

A. Callanan shall serve at the pleasure of the Board of Commissioners, and the Board of Commissioners may terminate this Agreement and the County Manager's employment with the County at any time, for any reason or for no reason without cause.

B. Should a majority of the entire Board of Commissioners (three members) vote to terminate the services of Callanan "without cause," then within ten (10) business days following such vote, the Board shall cause Callanan to be paid any accrued and unpaid salary and benefits earned (including "paid time off") prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the County Manager's employment, the County shall cause Callanan to be paid a lump sum severance pay equal to six (6) months of his base salary, along with any accrued "paid time off", as outlined in Section 3(G) of this Agreement, as full and complete payment and satisfaction of any claims of Callanan of whatsoever nature arising out of this Agreement or otherwise. Callanan shall be entitled to continue in the County's group health, vision, and dental plans in the same way as any other County employee would be, subject to COBRA rules and regulations. As consideration for such payment and benefits, Callanan shall, prior to receipt thereof, execute and deliver to the County a general release of the County and its Board members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the

County Attorney.

C. In the event Callanan is terminated for “just cause,” the County shall have no obligation to pay the amounts outlined in Section 6 of this Agreement. For purposes of this Agreement, “just cause” is defined and limited for purposes of this Agreement to any of the following:

a. Misfeasance, malfeasance and/or nonfeasance in performance of the County Manager’s duties and responsibilities.

b. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.

c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

d. Violation of any substantive County policy, rule, or regulation, which would subject any other County employee to termination.

e. The commission of any fraudulent act against the interest of the County.

f. The commission of any act which involves moral turpitude, or which causes the County disrepute.

g. Violation of the International City/County Management Association Code of Ethics.

h. Willful misuse, conversion or misappropriation by the County Manager without authority of public property or public funds entrusted to him.

Section 7 - Termination by the County Manager.

Callanan may terminate this Agreement at any time by delivering to the Board a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If Callanan terminates this Agreement, the provisions of Section 6 shall not apply and Callanan shall not receive any severance payments. If Callanan voluntarily resigns pursuant to this Section, the County shall pay to Callanan all accrued compensation due him up to his final day of employment, including any unused “paid time off.” The County shall have no further financial obligation to Callanan pursuant to this Agreement.

Section 8 - Disability and Death.

A. If Callanan becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued “paid time off”, the County shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 6(B) of this Agreement.

B. If Callanan dies prior to termination of this Agreement, this Agreement shall then terminate and the Board shall pay to Callanan’s Estate as soon as possible all salary and expense

reimbursement accrued through the date of his death. The Board shall not be under any obligation to pay any other amounts of any kind to his estate or heirs.

Section 9 - Legal Defense and Insurance.

The Board shall defend Callanan against any action arising from his employment as County Manager other than an action brought by him to enforce this Agreement. The Board agrees to provide Callanan with insurance coverage, at the County's sole cost and expense, under its Association County Commissioners of Georgia Interlocal Risk Management Agency insurance policy. However, the Board shall not pay for the defense of any intentional or willful tort or willful and wanton negligence of Callanan.

Section 10 - Other Terms and Conditions of Employment.

The Board from time to time may establish such other terms and conditions of employment as it may deem desirable; provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

Section 11 - Notice.

All notices required or permitted to be given under this Agreement shall be given by hand delivery, certified mail, return receipt requested, or overnight mail effect upon the date of delivery or on the date of mailing, to the parties at the following addresses, or to such other addresses as either party may designate in writing to the other:

If to the Board:
Chairman, Board of Commissioners
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, Georgia 31329

If to Timothy J. Callanan:
Mr. Timothy J. Callanan
County Manager
804 South Laurel Street
Springfield, Georgia 31329

Section 12 - General Terms and Conditions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Callanan.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by Callanan and the Board.

E. Georgia law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the State courts of Effingham County, Georgia.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The preamble and "WHEREAS" recitals are fully incorporated into this Agreement.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the COUNTY this _____ day of _____, 2023.

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: _____

Wesley Corbitt

Its: Chairman

Attest: _____

Stephanie Johnson

Its: County Clerk

Executed by the COUNTY MANAGER this ____ day of _____, 2023.

Timothy J. Callanan

Sworn to and subscribed before me
this ____ day of _____, 2023.

Notary Public