

EMPLOYMENT AGREEMENT

MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND TYRONE TOWN MANAGER

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the Mayor and Council for the Town of Tyrone, Georgia, hereinafter called "Employer," as party of the first part, and Brandon Perkins, hereinafter called "Employee," as party of the second part, for the purpose of establishing an Employment Agreement for the position of Town Manager for the Town of Tyrone, both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, Employer desires to employ the services of said Employee as Town Manager of the Town of Tyrone, State of Georgia, as provided by the Official Code of Georgia and the Charter for the Town of Tyrone; and

WHEREAS, it is the desire of Employer, to provide certain benefits, establish certain conditions of employment, and to set working requirements of said Employee; and

WHEREAS, Employee desires to accept employment as Town Manager of said Tyrone, Georgia.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are acknowledged by both parties, the parties agree as follows:

SECTION 1. Term.

A. Employee agrees to remain in the exclusive employ of Employer from January 1, 2026 until December 31, 2028 (the “Initial Term”), and neither to accept other employment nor become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

B. 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 only to the provisions set forth in Section 8, Paragraphs A and B of this Agreement.

C. 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 provisions set forth in Section 8, Paragraph C of this Agreement.

D. In the event written notice is not provided by either party to this Agreement to the other 30 days prior to the termination of the Initial Term, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year (the “Subsequent Term”). Said Agreement shall continue thereafter for one (1)-year periods (“Additional Terms”) unless either party hereto gives 30 days written notice to the other party that the party does not wish to extend this Agreement for an Additional Term.

SECTION 2. Salary.

A. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of ONE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND 84/100 (\$165,637.84) DOLLARS, payable in installments at the same time as other

employees of Employer are paid.

B. The Employee's base salary shall be increased each year on July 1 by the greater of:

(1) three percent (3%) of the Employee's then-current base salary, or

(2) the same percentage as any across-the-board cost-of-living adjustment (COLA) or general salary increase granted to other Town employees during the annual budgeting process.

C. In the event no COLA or general salary increase is granted to other Town employees for a given year, no automatic increase shall be applied to the Employee's base salary for that year.

D. These automatic increases shall be in addition to any merit-based or market-based salary adjustments the Employer may approve. All increases shall be calculated against the Employee's then-current base salary and shall take effect on July 1 of each applicable year.

SECTION 3. Duties. Employer hereby agrees to employ Brandon Perkins as Town Manager of Employer to perform the functions and duties specified in the Charter for the Town of Tyrone, Georgia, and to perform other legally permissible duties and functions as Employer may assign.

SECTION 4. Hours of Work. Employee is an exempt employee who is expected to engage in those hours of work which are necessary to fulfill the obligations of his position of employment. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, the Employee shall be allowed to establish an appropriate work schedule. Employee shall work at least forty (40) hours per week.

SECTION 5. Outside Activities. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a reduced dedication to his/her responsibilities under this Agreement. These additional consulting, teaching and business opportunities are not considered "employment" within the meaning of that term as utilized in Section 1 (A) herein.

SECTION 6. Performance Evaluation.

A. Employer shall review and evaluate the performance of Employee between August 1 and October 30, annually. Said review and evaluation shall be in accordance with specific job-related criteria developed by the Employer. Said criteria may be added to or deleted from as Employer may from time to time determine. Further, the Mayor or his designee shall provide Employee with a written summary statement of the findings of Employer and provide an adequate opportunity for Employee to discuss his evaluation with the Employer.

B. Annually, the Employer shall define goals and performance objectives which Employer determines are necessary for the proper operation of the Town and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, Employer and Employee mutually

agree to abide by the provisions of applicable law.

SECTION 7. Suspension. Employer may suspend Employee with pay as circumstances may dictate at any time during the term of this Agreement upon the official vote of the Employer.

SECTION 8. Termination and Severance Compensation.

A. In the event Employee is terminated by Employer for other than cause, or for any other reason defined in Section 8, Paragraphs A and B, and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee severance compensation as hereafter defined. It is expressly understood and agreed that severance compensation is comprised of a cash amount equal to six (6) months of base salary and all accumulated annual leave, excluding sick leave (“Severance Compensation”). For six (6) months following termination, the Employer shall pay the cost to continue health insurance, disability, and life insurance for the Employee. Severance Compensation shall be made, at Employer’s option, in a lump sum or over a period of time not to exceed the normal pay periods immediately following the date of termination and shall be paid in the same form and manner as prescribed for other Town employees.

B. In the event the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Employee in a greater percentage than any applicable across-the-board reduction for all Town employees; or if the Employee resigns following a formal or informal request by the Council to resign; or as a result of any action by the Employer that creates a hostile work environment or materially interferes with the

Employee's ability to perform the duties of Town Manager, then the Employee may, at his option, be deemed terminated as of the date of such reduction, request, or action. In any such event, the Employee shall be entitled to payment in accordance with the Severance Compensation provisions of this Agreement.

C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer 30 days' notice in advance, unless the parties otherwise agree. In this event, Employee shall not be paid within the meaning and context of the Severance Compensation provision of this Agreement but shall be eligible for other benefits paid to other Town employees who resign in good standing, including payment for accumulated annual leave, excluding sick leave. In no event shall a voluntary resignation by Employee extend the term of this Agreement without the consent of the Employer.

D. In the event Employer terminates Employee for cause, then no salary or benefits shall be due Employee subsequent to the date of termination. For purposes of this Agreement, termination "for cause" shall mean:

1. Embezzlement, theft, larceny, or material fraud against the Employer; and
2. Conviction of a crime of moral turpitude or other conduct which constitutes gross insubordination or repeated insubordination after written warnings by the Employer.

E. Employer agrees, to the extent possible, not to terminate the Employee during the one hundred twenty (120) day period following one or more new members of the Town Council taking office. This period allows the new Mayor and Council an opportunity to work with and observe Employee's performance. Should Employer determine to terminate Employee for other

than cause during this one hundred twenty (120) day period, Employer agrees to pay Employee the aforementioned Severance Compensation and an additional amount equal to one-third the annual salary of Employee.

SECTION 9. Disability. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) weeks in any calendar year, beyond Employee's use of annual leave and sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements in Section 8, Paragraph A, and Employee, or his heirs and assigns, shall be paid within the meaning and context of the Severance Compensation portion of this Agreement.

SECTION 10. Automobile. The Employer shall provide a vehicle allowance of NINE THOUSAND AND 00/100 (\$9,000.00) DOLLARS annually, payable in twenty-six equal installments, upon the same time other employees of the Employer are paid, during the period of employment, prorated for any partial employment period.

SECTION 11. General Expenses. Employer recognizes that certain expenses of a job-related nature could be incurred by Employee and Employer hereby agrees to reimburse Employee for said expenses upon approval by the Mayor of Employer.

SECTION 12. Benefits & Leave Time.

A. Employee shall be entitled to receive all Health Care, Life Insurance and

Disability Insurance benefits offered to all other Town employees. Although Employer recognizes that all new employees must wait to until the first day of the next calendar month after hire before these benefits are applicable, Employee shall receive these benefits immediately upon execution of this Agreement and the commencement of the Initial Term.B.

Notwithstanding anything contained herein to the contrary, all regulations and rules of Employer relating to retirement, pension system contributions, and holidays, as they now exist or hereafter may be amended, also shall apply equally to Employee as they would to other employees of Employer. However, to the extent this provision may conflict with regulations relating to vacation time allowed, this Agreement shall control. Employee shall receive twelve (12) days of sick leave per year.

C. The Employee shall be credited with thirty (30) days of vacation on January 1st of each year. The Employee's unused vacation days may accrue from year to year of employment. If the Employee accrues more than 60 unused vacation days, the Employee shall receive payment in an amount equal to all unused personal days over 60 days as of December 1 of each calendar year during the term of this Agreement. In the event of the Employee's termination, either voluntarily or involuntarily; the Employee shall be compensated, within thirty (30) days, for all accrued vacation days based upon the Employee's salary as of the date of employment termination.

SECTION 13. Travel. Employee shall be subject to the general policies of the Employer regarding travel as the same exists or may hereafter be amended for all other Town employees.

SECTION 14. Dues. Employer agrees to budget and pay for the reasonable professional dues of Employee necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for the good of Employer. This includes, but is not limited to, payment of annual Georgia City-County Management Association, and Georgia Municipal Association dues.

SECTION 15. Professional Development.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for approved professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the Georgia City-County Management Association, Georgia Municipal Association, and such other national, regional, state and local government associations as Employer deems appropriate. Said expenses shall be subject to budget limitations and Town travel policies as from time to time established or amended by the Town.

B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses and institutes, including, but not limited to, the Carl Vinson Institute of Government, and seminars that are necessary for his professional development and for the good of Employer as the Employer deems appropriate. Said expenses shall be subject to budget limitations and Town travel policies as from time to time established or amended by the Town.

SECTION 16. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 17. Public Records and Personnel File Protections. The Employer agrees that Employee shall be provided reasonable access to his personnel file upon request. To the extent permitted by Georgia Open Records law (O.C.G.A. § 50-18-70 et seq.), all performance evaluations, employment-related records, and personal identifying information shall be treated as confidential and shall not be publicly disclosed except as required by law or with Employee's express written consent.

SECTION 18. Mutual Non-Disparagement. Both Employer and Employee agree that during and after the term of this Agreement, neither party shall make any public or private statement that is intended to defame, disparage, or otherwise harm the reputation of the other. This provision shall not restrict the ability of either party to provide truthful testimony under oath or as otherwise required by law, nor shall it prevent the Employer from making official statements in the course of municipal governance.

SECTION 19. Indemnification. To the extent allowed by law, Employer shall defend, save harmless and indemnify Employee against any legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager except claims due to intentional acts of malfeasance. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 20. Notices. Notices pursuant to this Agreement shall be given in writing by personal service or deposit in the custody of the United States Postal Service, addressed as follows:

(1) Employer: Mayor
Town of Tyrone
950 Senoia Road
Tyrone, Georgia 30290

(2) Employee: Brandon Perkins
20 Henley Lane
Newnan, Georgia 30263

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may amend the address at which the party desires to receive notice by providing the new notice information in writing to the other party.

Section 21. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution.

D. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and Council for the Town of Tyrone, Georgia
has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested
by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate.

This ____ day of _____, 2025.

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

APPROVED AS TO FORM:

Town Attorney

BRANDON PERKINS, Employee

WITNESS:

