

**COUNTY MANAGER'S CONTRACT  
APPLING COUNTY  
BOARD OF COMMISSIONERS  
STATE OF GEORGIA, COUNTY OF APPLING**

This employment contract (hereinafter referred to as "Contract") is made and entered into on this 6<sup>th</sup> day of December, 2024, by and between Appling County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "County") and Jeffrey Reid Lovett (hereinafter referred to as "Administrator" or "County Manager").

**WHEREAS** the County desires to provide the County Administrator with a written employment contract to enhance the administrative stability and continuity for the management of Appling County, Georgia, and,

**WHEREAS** both the County and the County Administrator believe that a written employment contract governed by civil contract laws of the State of Georgia is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of County government.

**WITNESSETH:**

**NOW, THEREFORE**, both the County and the Administrator, for and in consideration of the terms, conditions, agreements herein contained, agree as follows:

**I. TERM**

The parties acknowledge that Jeffrey Reid Lovett shall begin service under this contract of employment with and for the County that is scheduled to begin on January 1<sup>st</sup>, 2025 and terminate on September 30<sup>th</sup>, 2026, and that said contract shall remain in full force and effect through and until September 30<sup>th</sup>, 2026.

The County, in consideration of the promises of the County Manager herein contained, hereby contractually employs, and the County Manager hereby accepts employment as the County Administrator, for a term to begin on January 1<sup>st</sup>, 2025 and ending on September 30<sup>th</sup>, 2026 subject to the renewal provisions set forth in Section II below.

**II. RENEWAL OF CONTRACT**

This contract shall terminate on September 30, 2026, with no further obligation of the Parties. Provided however, that this Contract shall automatically renew on October 1, 2026, for a period of twelve Months until September 30<sup>th</sup>, 2027, unless either party provides the other with written notice of their intent not to allow renewal of this Contract sixty (60) days prior to the expiration of the current term of the Agreement.

Thereafter this contract shall automatically renew for a third period and any other period of twelve months, by consent unless either party provides the other with written notice of their intent not to allow renewal of this Contract sixty (60) days prior to the expiration of said term.

### **III. RESPONSIBILITIES OF THE COUNTY MANAGER**

The duties and responsibilities of the County Manager are set forth in the attached “Exhibit A.”

#### **A. Work Hours, Availability and Full Time Commitment**

It is agreed by the parties that Jeffrey Reid Lovett shall work full-time as the County Manager for Appling County and shall not accept any other employment that would prevent him from giving Appling County his full attention during normal business hours, Monday through Friday of each week. The County acknowledges that Jeffrey Reid Lovett is the current owner of other businesses that do not require his full time and consent to his continuation of same. The parties consent there is no conflict with same.

### **IV. PROFESSIONAL GROWTH OF THE COUNTY MANAGER**

The County encourages the continuing professional growth of the Manager and shall permit a reasonable amount of time for the Manager to attend continuing education classes for professional growth, including, but not limited to attendance at short-term job-related seminars, attendance at informational conferences conducted by job-related state agencies and organizations, and to participate in associations that foster communication and information regarding common activities of the State and Appling County. Expenses under this part shall be reimbursable within the limits of the travel budget annually established for the County Manager and in accordance with state travel regulations. The Board of Commissioners requires the County Manager to utilize all available ACCG training for his position within reason. The Board shall have the authority to direct the County Manager to attend and complete certain training during any Contract period.

### **V. COMPENSATION**

#### **A. Salary and Benefits**

Beginning January 1, 2026, the salary of the County Manager is established as \$12,500.00 per month of the contract period and prorated for any period of time less than a month. The County assumes responsibility for full payment and administration of said salary and benefits. The County, based on performance goals, may determine to pay as a bonus any additional amount above and beyond the base salary and specific job-related activities.

This salary shall be paid to the County Manager in the same manner and on the same pay schedule in which all Appling County employees are paid. The County Manager may also receive in addition to his salary, any cost of living raises and or any bonus as determined solely by the Appling County Board of Commissioners.

The County Manager shall be allowed two (2) weeks paid time off (PTO) for each calendar year, and one week for any six (6) month period employed thereafter. All paid time off days not used by the County Manger shall be paid out at the end of the contract term by determination of each eight-hour day not used, multiplied by the calculated hourly rate based on the County Manager's Salary unless the Manager's Contract is extended, and the leave is rolled over. It is understood, nonetheless, the County Manager shall not have accrued leave beyond the provisions as detailed in the Appling County Handbook (see Pg 41 and 42).

**B. Dues and Fees**

The County shall pay 100% of the Manager's membership fee for specific job-related organizations and/or associations that promote the goals and objectives of the Board of Commissioners. Additionally, the County shall pay membership fees for local civic and service groups when deemed necessary to promote professional interaction with community business leaders and other elected officials.

**C. Vehicle and Equipment**

The County shall provide the County Manager with certain equipment necessary to facilitate efficient delivery of duties and obligations to the County. This shall include a desktop computer, a laptop PC or portable pad computing device, a cell phone, and the means to log on to the County's server remotely and any other equipment the Board may deem necessary for the performance of duties.

The County shall also make available to the County Manager the use of any County vehicle available as needed for the performance of his duties to the County with gasoline supplied by the County. In those occasions when a county vehicle is not available, the County shall reimburse the County Manager for his mileage in accordance with Appling County travel policies.

**VI. OTHER BENEFITS**

Subject to the exceptions detailed herein, the County Manager shall be entitled to the employee benefits applicable to a full-time public employee of Appling County, as are incident to such a position.

The County Manager shall not receive paid time off (PTO) or vacation days over and above as provided for in this Contract. Except that, the County Manager shall be entitled to all scheduled holidays applicable to a full-time employee of Appling County. Any paid time off elected to be taken by the Manager pursuant to Section "A" above, shall be taken when it does not unduly interfere with the duties as County Manager.

## **VII. EVALUATION**

The County Board of Commissioners shall evaluate and assess the performance of the County Manager not less than Sixty (60) days prior to the end of each contract period. The evaluation of performance may include additional monetary incentives provided by the County beyond the base salary. Such incentive measures are to be jointly developed between the County and County Manager to reflect common goals for the development of the county. The evaluation and assessment tools shall be reasonably related to the position description and duties of the Manager and how those duties have been achieved. Each evaluation shall be in writing and will be shared with the County Manager as a part of an evaluation conference or within ten (10) days of the conference.

## **VIII. TERMINATION OF EMPLOYMENT CONTRACT**

This employment contract may be terminated by:

- A. Either party at any time, without cause (\*)
- B. Retirement of the County Manager
- C. Disability of the County Manager (\*)
- D. Discharge from the position for cause (\*\*)

\* In the event of a termination based on disability, illness, incapacity, the payment of Managers Salary will be continued for two (2) months as severance pay from the date the Manager leaves this position. Upon dismissal initiated by the Board of Commissioners without cause prior to the conclusion of any contractual period, payment of salary will be continued for two (2) months as severance pay from the date the Manager leaves this position. In the event the County Manager resigns on his own initiative, or in the event the County Manager serves through the conclusion of any contractual period, and is not retained thereafter, this provision for severance pay shall not apply.

\*\* The term "for cause" shall mean (i) the Manager's willful and intentional failure or refusal to perform or observe any of his assigned duties, responsibilities or obligations; provided, however, that the Board of Commissioners shall not be deemed to have "cause" unless the Board of Commissioners gives the Manager written notice of the specified conduct that has occurred and making specific reference to this Section, and the Manager fails to cure his conduct within thirty (30) days after receipt of such notice; (ii) material breach by the Manager of any of his obligations under this Contract; (iii) any willful or intentional acts of the Manager involving fraud, theft, misappropriation of funds, embezzlement or dishonesty affecting the Board of Commissioners or any of its subsidiaries or affiliates, or willful misconduct by the Manager which has, or could reasonably be expected to have, an adverse effect on the Board of Commissioners or the County; or (iv) the Manager's conviction of, or a plea of guilty or *nolo contendere* or *First Offender* to an offense which is a felony in the jurisdiction involved or which involves the misuse of property of the Board of Commissioners or any of its subsidiaries or affiliates or which involves acts of moral turpitude. In the event of a termination for cause, the County shall not be obligated to continue the Manager's salary or benefits beyond the termination date, and no severance pay will be provided.

**IX. PROTECTION INDEMNIFICATION**

The County agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the County Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the County Manager in his individual capacity, or in his official capacity as agent and employee of the County, provided the incident giving rise to the action or claim arose while the County Manager was acting within the scope of his employment. If the County Manager is sued after the expiration of the contract for official actions taken while serving as County Manager, the County will indemnify him under this section.

**X. MISCELLANEOUS**

If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract, not affected by such ruling, shall remain in force and the affected portion be renegotiated. This contract shall be interpreted under the laws of the State of Georgia.

This Agreement constitutes the entire agreement between the Parties and supersedes all written or oral understandings between the Parties with respect to the subject matter hereof. No amendment, supplement to, or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.

This Agreement may be executed in two (2) or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon the Parties hereto.

All disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Georgia.

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**SIGNATURES CONTAINED ON THE FOLLOWING PAGE)**

**XI. SIGNATURES**

Witness our hands and our seals on the 5<sup>th</sup>, day of December, 2024.

APPLING COUNTY, GEORGIA  
a political subdivision of the State of Georgia

Leslie Burch  
Leslie Burch, Chairman

ATTEST:

Robyn Evans  
County Clerk, Robyn Evans

(County Seal)



Acceptance

Jeffrey Reid Lovett  
County Manager Jeffrey Reid Lovett

## **EXHIBIT "A"**

### **Appling County**

#### **TITLE: County Manager/Administrator**

#### **PURPOSE:**

This position shall be under the direct supervision of the Appling Board of County Commissioners. The County Manager shall have day to day "administrative" duties over operations of the Appling County government. The County Manager shall be responsible for the efficient administration and management of all Appling County departments. The Manager maintains direct communication with all Constitutional officers and department supervisors to ensure all County departments are functioning in compliance with all Federal, State, and local laws, policies, and procedures. The Manager shall be subject to oversight by the Board of Commissioners. The title County Manager and/or County Administrator shall refer to the same position.

#### **ESSENTIAL JOB DUTIES:**

- Develops policies and procedures relative to all County operations subject to Board approval.
- Provides written and verbal communications to all County operations regarding County policies and procedures changes.
- Review departmental budgets, compiles all budget requests, and prepares annual budget for Board review and approval.
- Keep the board of commissioners fully advised as to County financial condition and needs.
- Oversees expenditures of County monies as the Chief Purchasing Agent for the County and insures adherence to the approved County Budget subject to Board approval.
- Serves as the County's Personnel Director and EEO Officer and oversees all County personnel matters subject to Board approval. (Including the appointment of all department heads with the approval of the board of commissioners; appoint and removal subordinate officers and employees in all departments with approval of the board of commissioners)
- Attends all Board meetings and express administrative concerns and recommendations related to County matters but shall have no vote.
- Coordinates and oversees all County construction projects subject to Board approval.
- Negotiates leases, contracts and legal agreements and ensures all provisions are met.
- To see that all laws, county codes, and ordinances are enforced.

#### **OTHER DUTIES**

- Serves as an official County representative in all public meetings, conferences, workshops, etc. when directed to do so.
- Prepares and distributes all news releases and public notices.
- Conducts meetings with all Constitutional officers and department supervisors to discuss specific problems, concerns, short/long term goals and objectives for the County.
- Prepares special studies and reports for the Board.

#### **JOB DESCRIPTION**

To perform such duties as may be prescribed in this Act or required of the county manager by direction, ordinance, or resolution of the board of commissioners.

**JOB STANDARDS**

(Minimum qualifications needed to perform essential job functions): High school Degree and minimum of five (5) years employment as a manager or supervisor. Valid Georgia Driver's License and complete a background investigation.

**PREFERRED EXPERIENCE**

Bachelor's degree (or equivalent) in Public Administration or related field and three (3) years direct experience as an administrator or manager in a local government operation preferred.

**JOB LOCATION**

Appling County Board of Commissioners office, Baxley Georgia and/or various county offices located in Appling County Georgia.

**CRITICAL SKILLS/EXPERTISE (Specifically needed for job):**

Knowledge of public administration management practices.

Knowledge of local government operations.

Ability to communicate effectively orally and in writing.

Ability to coordinate autonomous organizations towards a common goal.

Ability to plan and establish short- and long-term goals and objectives.

Ability to develop and maintain effective working relations with other governmental entities.

Ability to prepare County policies and brochures in conjunction with Board objectives.

Knowledge and ability to effectively control expenditure within the established Board guidelines.

Knowledge and ability to prepare annual budget and other related reports and studies.

Knowledge and ability to implement the County's Personnel Policies, Job Classification and Compensation Plan.

Ability to effectively deal with the various types of media, citizen groups, etc.