

**COUNTY MANAGER
EMPLOYMENT AGREEMENT
HABERSHAM COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT made and entered into this 19th day of May, 2025, by and between the **Board of Commissioners of Habersham County, Georgia**, hereinafter called "Employer", and **Timothy Sims** hereinafter called "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as County Manager of Habersham County, Georgia, effective on April 21, 2025, as provided by the Official Code of Georgia and the Habersham County Code of Ordinances; and

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

WHEREAS, it is the desire of Employer to: (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as County Manager of Habersham County, Georgia;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer hereby agrees to employ said Timothy Sims as county manager of said Employer to perform the functions and duties specified in the Code of Ordinances of Habersham County, Georgia and as duly authorized by the Georgia General Assembly and to perform other legally permissible duties and functions as Employer from time to time may assign.

Section 2. Term.

- A. This contract shall become effective on April 21, 2025. Nothing in the 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 4, Paragraphs A and B of this Agreement. The Employee understands he serves at the pleasure of the Board of Commissioners.
- B. 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 provision set forth in Section 4, Paragraph D of this Agreement.
- C. Employee agrees to remain in the exclusive employ of Employer during the pendency of this agreement and neither to accept other employment nor become employed by any other employer until termination, unless said termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, speaking, writing or consulting activities performed on the employee's time off.
- D. Upon the expiration of the original term or any renewal term of this Agreement, said Agreement shall automatically renew on the same terms and conditions as herein set forth for an additional term of one year, unless a written notice of termination, notice of non-renewal, or notice of resignation is given by either party to this agreement to the other party as provided herein.

Section 3. Suspension.

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement upon the vote of a majority of Employer.

Section 4. Termination and Severance Pay.

- A. In the event Employee is terminated by Employer and the Employee is willing and able to perform the duties of the position under this agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary, and three months for Employee's cost of COBRA continuation. Further, compensation shall be provided for Employee's accrued annual leave. Employer must give Employee a minimum of 30 days' notice of termination for other than cause. During said 30-day period, Employer shall continue to pay employee full pay and benefits under this contract. In the event the Employee is terminated because the Employee has been convicted of a crime, misdemeanor or felony but excluding minor traffic offenses or if the Board of Commissioners determines that the Employee has engaged in unprofessional and improper practice and breach of public trust including, but not limited to, illegal acts involving personal gain or moral turpitude, the Board of Commissioners shall be entitled to terminate the Employee immediately without severance pay or indemnification as specified in this agreement.
- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for other than cause in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, be deemed to be "terminated" at the date of such reduction within the meaning and context of the herein severance pay provision.
- C. In the event Employee resigns upon a majority vote of the Employer, then in that event the Employee shall be deemed terminated.
- D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer 60 days' notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in Paragraph A of this section. However, Employer shall pay Employee for accrued annual leave. If the Employee is unable to perform his duties because of illness, accident, injury or mental incapacity and no reasonable accommodations are available, the Board of Commissioners shall have the option to terminate employment, subject to the severance pay requirements of this section. The Employee shall, however, be compensated for any accrued benefits in accordance with the then existing personnel policies.

Section 5. Salary.

Employer agrees to pay Employee for his services, rendered pursuant hereto, an annual base salary of **\$175,000.00**, payable in installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual performance review of said Employee, made at the same time as similar consideration is given to other employees generally. Employee shall receive general cost-of-living adjustments or, in the case of "step increases" to other County employees, employee shall receive the same percentage increase in his salary as the "step increase" gives to the other employees of the County in the same form and manner as other employees of the Employer.

Section 6. 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. Employee does not have pre-established hours inasmuch as he/she is expected to be available at all times. **On any occasion employee is out of the office for any substantial part of the day, Employee shall make the chairman or county clerk aware of his whereabouts.**

Section 7. Outside Activities.

Employee shall not spend more than five hours per week in teaching, consulting or other non-Employer connected business without the prior approval of Employer.

Section 8. Annual Leave, Sick Leave, Etc.

Notwithstanding the provisions of this contract relating to termination of employment, the Employee shall be subject to and governed by the general personnel policies for county employees regarding the accrual of vacation, sick leave, other forms of leave and holidays.

Section 9. Additional Benefits.

Employer shall provide to Employee for his exclusive use a county-owned vehicle during the term of this agreement for employment, professional and de minimis personal use by Employee. Except as provided for herein, said use shall be subject to the policies and procedures adopted by the Employer. All gas, insurance, repairs and maintenance shall be provided by the Employer. Said vehicle shall be selected by mutual agreement of the parties and shall be replaced every five years or 100,000 miles, whichever is sooner, or as may be agreed to by the parties. Vehicles that are replaced will be passed down to another department within the County if feasible. Employer shall provide Employee the use of a desktop and laptop computer. Employee shall provide his own personal cell phone. Employer shall pay to Employee an additional monthly allowance for said cell phone usage in the amount of \$100.00 per month. Employee is solely responsible for all costs and expenses for the purchase, repair, maintenance, operation, or other expenses associated with such cell phone.

Section 10. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse Employee for such reasonable expenses upon presentation and acceptance of a receipt.

Section 11. Health Care Benefits & Insurance.

Employee shall be entitled to receive all health care, life insurance, disability insurance and other benefits offered to all other County employees, with no lapse of coverage for involuntary separation for a period of six months following the involuntary termination date. **Employer also agrees to provide all insurance coverages and costs as noted in its personnel policies as they exist or may be amended with said personnel policies applying to Employee as they would to other employees of Employer.**

Section 12. Retirement.

Employee shall not be subject to the general policies of the County regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. Employee shall be entitled to immediately participate in the Senior Management Deferred Compensation Contribution plan and Employer shall contribute 15% of Employee's gross wages without a mandatory Employee contribution.

Section 13. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of Employer as deemed appropriate by the Habersham County Board of Commission.

Section 14. Professional Development.

- A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for 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 Employer including, but not limited to, the Annual Conference of the International City/County Management Association, ACCG, NACO and such other national, regional, state and local government groups and committees thereof, upon which Employee serves as a member. Said expenses shall be subject to budget limitations, commission approval and County travel policies.

- B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

Section 15. Performance Evaluation.

The Board of Commissioners shall review and evaluate the performance and salary of the Employee annually in the month of July. The first review is scheduled for six months from the Employee's initial appointment as county manager. Performance criteria may be added to or deleted from as the Employer may from time to time determine. Further, the Board of Commissioners shall provide the Employee with a written summary statement signed by the chairperson of the findings of the evaluation by the Board of Commissioners.

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. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager except for those instances where the act or omission of Employee rises to the level of gross negligence, reckless conduct or intentional acts. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 18. Other Terms and Conditions of Employment.

- A. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, County Ordinances or any other law or policy.
- B. All provisions of the County Code, the County Personnel Policies and Procedures and regulations and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual.

Section 19. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Chairman, Habersham County Board Commissioners
Attn: County Clerk
130 Jacob's Way, Suite #301
Clarkesville, GA 30523

(2) Employee: Mr. Timothy Sims
2954 Bridgeview Dr
Gainesville, GA 30507

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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.

Section 20. 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. 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, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its County Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY**

By: _____
Jimmy Tench, Chairman

ATTEST:

Brandalin Carnes, County Clerk

Timothy Sims, Employee