

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (hereinafter referred to as "Agreement"), is by and between Bulloch County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Bulloch County, Georgia (hereinafter referred to as "County"), and Christopher D. Eldridge (hereinafter referred to by name or as "County Manager").

### **W I T N E S S E T H:**

WHEREAS, the County desires to employ Christopher D. Eldridge as County Manager of Bulloch County, Georgia; and

WHEREAS, the County desires to employ Christopher D. Eldridge as County Manager of Bulloch County, Georgia and to provide for certain benefits and compensation for the County Manager and to establish conditions of employment applicable to the County Manager; and

WHEREAS, Christopher D. Eldridge desires to accept employment as County Manager of Bulloch County, Georgia under the terms and conditions set forth herein.

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

### **Section 1. Employment.**

A. The County hereby hires and appoints Christopher D. Eldridge as its County Manager.

B. The County's employment of Christopher D. Eldridge as County Manager shall be effective October 6, 2025. County Manager agrees to remain in the exclusive employ of the County while employed by the County except as may be otherwise provided for herein.

### **Section 2. Salary, Performance Measures, Evaluation, Vehicle Allowance and One-Time Relocation.**

A. For the performance of services pursuant to this Agreement, the County agrees to pay the County Manager an annual base salary of \$225,000.00, payable in equal installments at the same time as other County employees are paid.

B. The County shall make a one time payment of \$10,000 to County Manager upon the signing of this agreement to cover any and all relocation expenses. Pursuant to federal tax law, this one-time payment shall be deemed compensation and shall be subject to tax withholding and included on the County Manager's W-2.

C. The County Manager will have access to a properly decaled County vehicle for

use when conducting County business. This could be the administrative pool vehicle or an additional vehicle if needed.

D. The County may increase said base salary and/or other benefits of the County Manager in such amounts and to such an extent as the Board of Commissioners may determine desirable on the basis of an annual performance evaluation of the County Manager. The annual performance evaluation shall be scheduled and shall be in such form as dictated by the County's personnel policies. Any annual increase of compensation as a result of the evaluation shall be in the Board of Commissioners' sole discretion.

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

### **Section 3. Duties and Obligations.**

A. The County Manager shall have the duties, responsibilities and powers of said office under the Ordinances and policies of the County and other proper duties and reasonable functions legally permissible that the County shall from time to time assign. The County Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The County Manager shall remain in the exclusive employ of the County and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The County Manager may, however, engage in educational and professional activities, provided that such activities shall not interfere with, nor create a conflict of interest with, his primary obligation to the County as its County Manager. The County Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event the County Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees in his official capacity as Bulloch County Manager and any monies are paid, or gifts received, by the County Manager related to such service, unless otherwise provided by the County such money or property shall be paid over to or delivered to the County.

### **Section 4. Communications Equipment.**

A. The County Manager is required to be on call for twenty-four-hour service. In recognition thereof, the County shall provide the County Manager with a cell phone allowance in accordance with the County's policies and such other computer or laptop as the County Manager would deem necessary for the performance of his duties. Both the computer and/or laptop shall remain property of the County to be returned upon termination of this Agreement.

### **Section 5. Dues and Subscriptions.**

The County agrees to pay the County Manager's professional dues for membership in the International City/County Management Association, and the Georgia City/County Management Association. The County shall pay other dues and subscriptions on behalf of the County Manager as are approved in the County's annual budget or as authorized separately by the Board of Commissioners.

**Section 6. Professional Development.**

The County agrees to pay reasonable and customary travel and subsistence expenses for the County Manager's travel to and attendance at necessary local government and ICMA annual conferences as said costs are included in the Budget. The County may choose to pay for the County Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by the Board of Commissioners' action and part of the Budget.

**Section 7. Community Involvement.**

The County recognizes the desirability of representation in and before local civic and other organizations, and encourages the County Manager to participate in these organizations to foster a continuing awareness of the County's activities as well as the community's attitudes and ideas.

**Section 8. Vacation and Sick Leave.**

The County Manager will have 80 hours of annual (vacation) leave and 80 hours of sick leave at hiring. The County Manager will have an annual accrual rate of 144 hours of annual leave and 120 hours of sick leave, which are the top tiers for accrual for County employees. All other County leave policies will apply.

**Section 9. Holidays.**

The County Manager is entitled to the same paid holidays as other County employees.

**Section 10. Health, Dental, Life and Disability Insurance.**

The County agrees to provide health insurance, dental insurance and life insurance for the manager and his family on the same basis as other employees. Such coverage will be effective pursuant to the County's personnel policies and benefit plans.

**Section 11. Retirement.**

The County Manager shall be entitled to the same retirement benefits as other County employees based on the retirement plan or plans sponsored and maintained by the County.

**Section 12. Termination by the County and Severance Pay.**

A. The County Manager is an employee at will and 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.

B. Should a majority of the Board of Commissioners vote to terminate the services of the County Manager "without cause," then within ten (10) business days following such vote, the County shall cause the County Manager to be paid any accrued and unpaid salary and benefits earned (including annual leave, holiday time and insurance, but excluding sick leave and such items and allowances as are used in conducting County business such as, but not limited to, the cell phone allowance) 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 the County Manager to be paid a lump sum severance pay equal to six (6) months of his base salary as full and complete payment and satisfaction of any claims of the County Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the County Manager shall, prior to receipt thereof, execute and deliver to the County a general release of the County and its Commission 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 the County Manager is terminated for "just cause," the County shall have no obligation to pay the amounts outlined in Section 12, paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the County Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive County policy, rule, or regulation, which would subject any other County employee to termination.
5. The commission of any fraudulent act against the interest of the County.
6. The commission of any act which involves moral turpitude, or which causes the County disrepute.
7. Violation of the International City/County Management Association Code of Ethics.

8. Willful misuse, conversion or misappropriation by the County Manager without authority of public property or public funds entrusted to him.
9. Any other act of a similar nature of the same or greater seriousness.

**Section 13. Termination by the County Manager.**

The County Manager may terminate this Agreement at any time by delivering to the Board of Commissioners written notice of termination not later than four (4) weeks prior to the effective date of the termination. If the County Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the County Manager voluntarily resigns pursuant to this Section, the County shall pay to the County Manager all accrued compensation due the County Manager up to the County Manager's final day of employment, including any accrued annual leave in accordance with the County's personnel policies. The County shall have no further financial obligation to County Manager pursuant to this Agreement.

**Section 14. Indemnification.**

A. County shall defend, save harmless, and indemnify the County Manager, to the extent permitted by law, in the same manner that it indemnifies other employees pursuant to County policy.

**Section 15. Bonding.**

The County agrees to bear the full cost of any fidelity or other bonds required of the County Manager under any policy, regulation, ordinance or law.

**Section 16. Code of Ethics.**

Inasmuch as the County Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the County Manager's conduct and actions as County Manager of the County.

**Section 17. Attorney's Fees.**

In the event that any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

**Section 18. 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 contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties and approved with the same formality as this Agreement.

D. 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 Bulloch County, Georgia.

E. 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.

H. 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.

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

#### **Section 19. Notices.**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, or hand delivered, addressed as follows:

IF TO THE County:

Chairman

Bulloch County Board of Commissioners

115 North Main Street

Statesboro, Georgia 30458

IF TO County MANAGER:

Christopher D. Eldridge

2113 Adams Overlook

Atlanta, GA 30318

County and County Manager agree to give proper notice of any change in the addresses above in writing, which writing shall be affixed to this Agreement. Notice shall be deemed given

as of the date of hand delivery of the written notice or as of the date of deposit of such written notice during transmission in the United States Postal Service.

Executed by the County this \_\_\_\_ day of September, 2025

Board of Commissioners of Bulloch County, Georgia

\_\_\_\_\_  
David Bennett, Chairman

\_\_\_\_\_  
Venus Mincey-White, Clerk

Attest:

Executed by the County MANAGER this \_\_\_\_ day of September, 2025.

\_\_\_\_\_  
Christopher D. Eldridge