EMPLOYMENT AGREEMENT

GEORGIA, BULLOCH COUNTY.

This agreement entered into this ___ day of November, 2026 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO,** a municipal corporation, its assigns and successors, hereinafter known as "City", and **JASON M. BOYLES**, his heirs, assigns and successors, hereinafter known as "Employee"

WITNESSETH:

WHEREAS, the Charter of the City of Statesboro provides for the appointment of a City Manager, and the City seeks to the fill the position of City Manager, and;

WHEREAS, Employee has been selected after a national search and is desirous of fulfilling the duties the office of the City Manager;

NOW, THEREFORE, both parties covenant and agree as follows:

SECTION 1. DUTIES

Employee covenants and agrees to act as the City Manager and shall be vested with the legal authority prescribed to the City Manager by the City Charter, and Code of Ordinances of the City of Statesboro as amended and shall represent and pursue the interests of the municipal corporation of the City of Statesboro as defined by the Mayor and City Council as the governing body of the municipal corporation of the City of Statesboro. In so doing, the City Manager shall act as an executive and fiduciary of the municipal corporation of the City of Statesboro.

SECTION 2. TERM

A. This agreement shall remain in full force and effect from January 1, 2027 until terminated by the Employer or Employee as provided in Section 3 of this agreement.

B. All parties acknowledge that Employee is an appointed official and serves at the pleasure of the Mayor and City Council, and that the Mayor and City Council can terminate that

appointment at will, and thereby terminate this agreement at will subject only to the provisions set forth in Section 3, Paragraph A of this agreement.

C. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraphs B and C of this agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event the Employee is terminated and the Employee is willing and able to perform the duties of the position under this agreement, the Employer agrees to pay the Employee a lump sum cash payment equal to six (6) months' gross salary. However, in the event Employee is terminated because the Employee is convicted of a crime of moral turpitude or a felony, or if the City determines that the Employee has engaged in unprofessional conduct, conduct that breaches the public trust, including but not limited to illegal acts involving moral turpitude, malfeasance or misfeasance, the City shall be entitled to terminate the Employee immediately without any severance pay or indemnification as specified and provided for in this agreement.

B. If Employer refuses, following a written request to comply with any provision benefitting Employee herein, or if the Employee resigns following an offer to accept resignation whether formal or informal by the Employer, then the Employee may declare a termination and receive severance pay as above provided.

C. In the event the Employee voluntarily resigns his position with the City then the Employee shall give the City FORTY-FIVE (45) days' written notice in advance, unless the parties otherwise agree. The severance pay agreement detailed above shall not apply to voluntary resignation.

SECTION 4. TERMINATION DUE TO DISABILITY

If the Employee is unable to perform his duties because of illness, accident, injury, or mental incapacity, for a period of at least twelve (12) weeks and no reasonable accommodations are available, the City shall have the option to terminate employment. However, the employee shall be entitled to severance pay as provided for in Section 3.

SECTION 5. COMPENSATION

A. As compensation for acting as the City Manager, Employee shall be paid the annual sum of Two Hundred Forty Five Thousand and No/100 Dollars ($245,000.00), payable in installments at the same time as other employees of the City are paid. The City agrees that the employee shall receive increases in base salary and benefits due other employees based on the Employee's initial hire date each year in the same percentage as all other employees who receive a favorable evaluation in that year unless the Employer determines in an annual evaluation that the Employee's performance in the past year does not justify a merit increase. Employee shall also receive the same cost of living adjustments as a percentage of annual salary as other full-time City employees receive that year.

B. As further compensation for acting as the City Manager, the City of Statesboro shall provide a car allowance in the amount of Seven Hundred Dollars ($700.00) per month.

C. As further compensation for acting as the City Manager, the City of Statesboro shall provide an amount equal to four percent (4.00%) of Employee's salary into a deferred compensation account for Employee's benefit. Such deferred compensation account shall be titled in Employee's name. No vesting period shall be required by the City. Such account will remain the property of the Employee during and after his employment.

D. As further compensation for acting as the City Manager, the City shall provide an annual bonus typically provided to employees of the City of Statesboro subject to prior budgetary approval by the Mayor and City Council.

SECTION 6. BENEFITS

Employee shall receive all benefits typically provided to employees of the City of Statesboro including, but not limited to, participation in the Defined Benefit Retirement Plan; life insurance equivalent to his annual salary; long-term disability; and health, dental and vision insurance. The City shall contribute the Employee's share to the Defined Benefit Retirement Plan and other benefits as it does for other City employees. These benefits shall equal those offered to regular employees of the City.

Retirement Benefits; Imputed Credited Service under Retirement Plan: In the event Employee is terminated without cause (pursuant to Section 3, Paragraph A), or if the Employee resigns following an offer to accept resignation, whether formal or informal by the Employer, before accruing 30 years of Total Credited Service under City's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), City agrees to grant Employee the additional number of years and months of Credited Service necessary for Employee to accrue a total of 30 years of Total Credited Service under the Plan. For example, if Employee is terminated without cause and has 27 years and six (6) months of Total Credited Service with City, City will give Employee an additional two (2) years and six (6) months of Credited Service under the Plan. Similarly, if Employee is terminated without cause and has 29 years of Total Credited Service with City, City will give Employee an additional one (1) year of Credited Service under the Plan. This additional Credited Service shall be imputed service and shall count solely for the purpose of satisfying the minimum requirements for the Plan's Alternative Normal Retirement Qualification, which provides that a participant is eligible for an

alternative normal retirement benefit if he has at least 30 years of Total Credited Service, regardless of his age. This additional Credited Service shall not count for the purpose of calculating retirement and/or death benefits, or any other purpose under the Plan, other than meeting the minimum requirements for the Alternative Normal Retirement Qualification. Employee will not receive compensation associated with the additional years of Credited Service attributed to him pursuant to this Agreement. Earnings used to calculate Employee's Final Average Earnings under the Plan will be based on Employee's Earnings, as defined under the City's Plan, with the City as of his Termination Date.

Employee's retirement benefits under the City's Plan will be subject to any applicable reduction under the Plan, including but not limited to a reduced benefit option (i.e., Option B or Option C) elected by Employee, as well as any reduction required by the Internal Revenue Code. This grant of additional Credit Service is only applicable if Employee is terminated without cause before attaining 30 years of Total Credited Service with City. If Employee resigns or is terminated for cause before attaining 30 years of Total Credited Service with City, this provision granting additional Credited Service shall be null and void and Employee shall not receive additional (imputed) Credited Service under the Plan for any purpose.

SECTION 7. VACATION AND SICK LEAVE

Employee shall accrue sick leave at the same rate as regular full-time employees of the City. Employee shall accrue vacation leave at the rate of 160 hours per calendar year, or the amount of vacation leave eligible to employees of the City based upon years of service. The amount of vacation leave time that the Employee may accrue shall be governed by the *City of Statesboro, Georgia Personnel Policies and Procedures (Employee Handbook)* as from time to time amended by the Mayor and City Council of Statesboro.

SECTION 8. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

A. City agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties and/or necessary to maintain requisite credentialing hours, not to exceed the budgeted amount and subject to prior budgetary approval of the Mayor and City Council. City shall also cover the costs of any professional memberships.

B. The City agrees to pay for travel and subsistence expenses for the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions of the City, not to exceed the budgetary restrictions and subject to prior budgetary approval by the Mayor and City Council. Mileage shall be paid at the same rate as other City employees when Employee is required to drive his own vehicle outside Bulloch County for any purpose under this subsection.

C. City agrees to pay the dues and meal expenses for Employee's membership in one civic club of Employee's choosing.

SECTION 9. HOURS OF WORK

The City recognizes that Employee must devote substantial time outside of normal business hours to the affairs of the City and that Employee shall be allowed to take time off for holidays and for leave as he shall deem appropriate during normal office hours (generally considered as 8:00 a.m. – 5:00 p.m. on Monday through Friday).

SECTION 10. HOLD HARMLESS AND INDEMNIFICATION

The City recognizes that Employee is an agent and an employee of the City of Statesboro and that in the performance of Employee's duties and as an agent of the City, the City shall defend, hold harmless, and indemnify Employee from all claims, demands, and liabilities arising

directly or indirectly from Employee's service as an agent and employee of the City to the extent that such claims, demands, or liabilities are covered by the City's general liability insurance policy or other applicable insurance policies.

SECTION 11. CONTINUING DUTY OF COOPERATION

At the termination of the employment relationship between the parties, if requested by the City, Employee expressly agrees to cooperate with and assist any newly appointed City Manager during the period of transition at a rate of pay equivalent to the Employee's last monthly salary rate. The period of transition shall begin on the date of the termination of the employment relationship, and shall be for a period not to exceed six (6) months unless otherwise agreed to by the parties.

SECTION 12. ETHICAL COMMITMENT

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Georgia. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected

office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

SECTION 13. MISCELLANEOUS PROVISIONS

A. Mayor and City Council reserve the right to fix any other reasonable terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided that such terms and conditions are not inconsistent with or in conflict with other provisions of this Agreement, the City Charter, or the Code of Ordinances.

B. If any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement or portion thereof shall be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, all parties hereto have affixed their hands and seals the day and year above written.

MAYOR AND CITY COUNCIL
OF STATESBORO

_____
Jason M. Boyles
Employee

By: _____
Jonathan McCollar
Mayor, City of Statesboro

Attest: _____
Leah Harden
City Clerk, City of Statesboro

Given to me, this ____ day of November, 2026

_____
NOTARY PUBLIC

My commission expires on the _____ day of _____, 20 _____.