

## **EMPLOYMENT AGREEMENT – COUNTY MANAGER**

**THIS AGREEMENT**, made and entered into this the 2nd day of May, 2023 by and between **COOK COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "County", and Randall W. (Randy) Lane a resident of the State of Georgia, County of Cook hereinafter referred to as "Employee";

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

**THE PARTIES**, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree as follows:

1. **EMPLOYMENT BY COUNTY:** County hereby employs Employee, and Employee hereby accepts employment by County, under the terms and conditions of this Agreement.

2. **DUTIES:** Employee agrees to perform all duties assigned to him by the County as its County Manager. Duties to be performed by the Employee shall include, but not be limited to, those duties in the job description, those duties described in any resolution adopted by the Board of Commissioners of Cook County (the "Board of Commissioners"), as well as those duties set forth in the Code of Ordinances of Cook County which relate to the position for which the Employee is employed.

3. **PERFORMANCE:** Employee agrees to devote all necessary time and his best efforts in the performance of his duties in accordance with the highest ethical standards, and to perform whatever other duties are assigned to him from time to time by the County. Employee shall maintain office hours during the County's normal business hours and shall be available to carry out his duties and meet his responsibilities as required.

The Employee's performance shall be reviewed annually during the term of this Agreement by the Board of Commissioners. The Employee shall meet with those performing the evaluation and be advised in writing of the results thereof.

4. **OUTSIDE ACTIVITIES:** Any fee or other honorarium received by Employee for activities performed by Employee which in any manner may be connected with the business of the County shall be paid to the County. Employee's ability to perform outside employment shall be subject to all applicable rules and laws and prior to engaging in such activities and permission must be received from the Board of Commissioners.

5. **TERM:** The term of employment under this Agreement shall begin and continue until terminated as provided below.

The Employee will initially work for a six-month probationary period, beginning May 15, 2023. At the end of the probationary period, the Employee will be removed from probationary status, or the Employee's employment may be terminated.

It is expressly agreed and understood that during the probationary period, if applicable, or at any other time this Agreement is in effect, the Employee serves at the pleasure of the Board of Commissioners and may be terminated by the Board of Commissioners at will, subject to the provisions of Paragraph 14 herein below. In any event, if not sooner terminated, this Agreement shall terminate May 1, 2027. This Agreement may be renewed by mutual agreement of both parties.

6. **REGULAR COMPENSATION:** For all the services to be rendered by Employee in any capacity hereunder, and in the performance of any other duties assigned to him by the Board of Commissioners, County shall pay Employee a salary at the rate of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per year during the term or remaining term of this Agreement as the case may be. Employee's salary shall be payable in either twenty-six (26) equal biweekly installments or 12 monthly installments at the election of the employee during each one-year period of the term of this Agreement. Employee's salary payments shall be subject to such payroll deductions as income tax, withholding and other matters as required by law or as authorized by Employee.

7. **ADJUSTMENTS TO COMPENSATION:** The County, when authorized by the Board of Commissioners, and the Employee may, from time to time, effect increases in Employee's

salary as may be mutually agreed upon by entering any such change upon an Addendum to this Agreement, properly executed by the parties. Any merit pay increases or cost of living pay increases or bonus payments or other compensation duly approved by the Board of Commissioners shall automatically become effective as granted (even if the parties fail to execute an Addendum), so long as such increases are reflected in the proper County records.

8. **FRINGE BENEFITS:** Employee shall be entitled to participate with other employees of the County, professional or otherwise, in all fringe benefits or incentive compensation plans applicable to Employee's position authorized and adopted from time to time by the Board of Commissioners, including without limitation, the following: retirement, personal time off for vacation and sick leave benefits, deferred compensation plan, and any other applicable plans and benefits set forth in the Personnel Policies. The Employee shall be eligible for paid time off based on months of service as follows:

VACATION

MONTHS	DAYS/YEAR
0-60	9
61-180	12
181-300	15
300 +	18

SICK

1 Day Per Month = 12 Days Per Year

\*Upon the execution of this contract, the employee shall be granted a balance of 15 days of Vacation to be used or expire according to the policy of Cook County.

\*In lieu of the employee receiving County Health Insurance Benefits, the County shall reimburse the employee for his State Retirement Insurance premiums currently set at \$408.95 per month. In the event Employee's State Retirement Insurance premiums shall exceed that of comparable County Health Insurance Benefits, then County may cap such reimbursement expenses at the amount of the then premium of comparable County Health Insurance Benefits.

9. **WORKING FACILITIES AND EXPENSES:** Employee shall be provided with an office, books, stenographic and technical help, and such other facilities, equipment, supplies and services suitable to his/her position and adequate for the performance of his/her duties as

determined in the discretion of the County. The County shall pay all dues of Employee in any of the following job related professional or civic associations to which he may belong, to-wit: Georgia City County Managers Association, International County Managers Association, Association of County Commissioners of Georgia and such other associations as may be hereafter approved by the Board of Commissioners.

Employee is expected, from time to time, to incur reasonable expenses for promoting the business of the County, including expenses for continuing education, and other activities associated with Employee's position and duties as an Employee of the County, and for travel and similar items. The cost of such matters shall be paid by the County if the Board of Commissioners determines that such expense of Employee should be authorized as an expense of the County. Should any such expense of Employee be so authorized, Employee shall be reimbursed therefore upon presentation to County of an itemized expense voucher.

\_\_\_\_\_ If this sentence is checked, the County shall provide the Employee with an automobile for use by the Employee in carrying out his duties for the County, the County shall also provide fuel and maintenance for such vehicle. Employee shall utilize any assigned County vehicle as transportation both on the job and to and from work, but shall not use the vehicle for personal business.

\_\_\_\_\_ If this sentence is checked, the County shall pay the Employee a Vehicle Allowance in the amount of Seven hundred Fifty Dollars (\$750) per month for the use by the Employee of his automobile in carrying out County business. The County may periodically increase or decrease the vehicle allowance amount based on mileage reimbursement rate changes declared by the Internal Revenue Service. The Employee shall not be paid this allowance until he has provided the County with evidence acceptable to the County that the Employee has automobile liability insurance in force of not less than \$300,000 per occurrence and \$500,000 in the aggregate.

The Vehicle Allowance notwithstanding, the employee shall be reimbursed the use of his vehicle for official business that occurs over 25 miles from Cook County according to the reimbursement policy set forth by the county regarding payment for mileage.

10. **MEETINGS AND SEMINARS:** Employee is encouraged and is expected, at such time or times as may be approved by the County's Board of Commissioners, to attend job related seminars, meetings and conventions, and continuing education courses, and to freely participate in professional association activities. The cost of travel, tuition, registration, food, and lodging for attending State required mandatory continuing education activities shall be paid by the County. Any other approved costs, incurred by Employee in connection with approved activities, shall either be paid by the County or the County may reimburse Employee therefore upon presentation to County of an itemized expense voucher. The terms "approved costs" and "approved activities" shall mean approval by the Board of Commissioners

11. **RECORDS AND FILES:** All business records and files concerning business of the County shall belong to and remain the property of the County.

12. **PROOF OF BOND, INDEMNIFICATION:** If and to the extent bond is required by the Board of Commissioners, or by other applicable law or regulations, the Employee shall give a satisfactory bond approved by and payable to the Board of Commissioners, in the required amount, conditioned upon the faithful performance of Employee's duties. The cost of such bond shall be paid by the County. In addition to providing any required bond, Employee agrees to indemnify and hold harmless the County against all expenses (including attorneys' fees), damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the County as a result of acts or omissions of the Employee, if and to the extent the Employee's acts or omissions constitute gross negligence, willful misconduct, or illegal conduct (unless Employee had no reasonable cause to believe his conduct was unlawful).

To the extent permitted by law, the County shall indemnify the Employee, if and to the extent the Employee is made a party to any proceeding by reason of the fact that Employee is or was an employee of the County, or serving at the request of the County, against all expenses (including

attorneys' fees), damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by Employee, if Employee acted in a manner he believed in good faith to be in or not opposed to the best interests of the County, and, with respect to any criminal proceeding, if the Employee had no reasonable cause to believe his conduct was unlawful except in those instances where the law requires that the Employee be found not guilty or the charges are dismissed before indemnification can be provided then only to the extent authorized by law.

13. **QUALIFICATIONS OF EMPLOYEE:** Employee warrants and represents that he meets all qualifications to serve in his position as may be required by the Cook County Board of Commissioners or other applicable laws or regulations. If an Exhibit is attached to this Agreement setting forth additional qualifications and/or educational or professional training and background, Employee specifically warrants and represents that he/she meets the qualifications and has the educational and/or professional background and training set forth in such Exhibit.

14. **TERMINATION OF EMPLOYMENT:** Employee may terminate employment upon at least thirty (30) days' prior written notice to the County. During said notice period, the County shall continue to pay Employee as provided herein. Upon payment of the final pay period for Employee, the County shall compensate Employee for all unused personal time off for vacation and sick leave allowed to be accumulated by policy or ordinance.

The County may terminate Employee's employment at any time with or without cause upon the giving of notice of termination to the Employee specifying the date of termination. If the County terminates the employment of the Employee or fails to renew this Agreement, the County shall treat unused vacation time and sick leave in the manner provided for in the Personnel Policies or Ordinance; provided, however, if such termination is for cause under procedures for Disciplinary Actions set forth in the Personnel Policies, then such payment shall only be made at the discretion of the Board of Commissioners. In addition, subject to the conditions set forth below, the County shall pay the Employee an amount computed as follows:

<u>Time Worked As County Manager</u>	<u>Amount</u>
6 months* to 3 years	3 months salary
more than 3 years to 5 years	4 months salary
more than 5 years to 10 years	6 months salary
more than 10 years to 15 years	7 months salary
more than 15 years to 20 years	8 months salary
more than 20 years	9 months salary

\*Provided that the probationary period has been successfully completed.

Time worked shall be based on the time that the Employee has worked as the County Manager, which, for purposes of this calculation, shall be deemed to begin on May 2, 2023. The amount of the Severance Payment shall be calculated using the salary of the Employee at the time of his termination from employment under this Agreement. This payment is herein referred to as the "Severance Payment". The Employee may not receive the Severance Payment if: (a) the Employee is terminated for cause under procedures similar to the Disciplinary Actions set forth in the Personnel Policies, or (b) the Employee is not then qualified for his position under the terms of the Code of Ordinances of Cook County or other applicable law provided that the Employee shall be given reasonable opportunity to meet any qualification requirements added after completion of his/her probationary period, or (c) the Employee is terminated during or upon the expiration of any applicable probationary period or extension thereof as set forth in the Personnel Policies (d) the Employee has not been employed under the terms of this Agreement for a period of at least six months. In addition, to receive the Severance Payment, the Employee must enter into a Severance Agreement with the County in the form attached hereto as Exhibit "A" with the blanks appropriately filled in. If Employee is denied the Severance Payment pursuant to the provisions of (a) or (b) [but not (c) or (d)] above, then Employee shall be entitled to have a hearing, but only on the question of whether the Employee should be paid the Severance Payment as being discharged without cause. In such hearing, the employee shall not assert any right to continued employment hereunder. Such hearing shall be before a neutral third party licensed as an attorney by the State of Georgia mutually agreed upon by the parties, and shall be limited to the Employee's right to receive the severance payment. The Employee shall not assert any right to continued employment hereunder. In all instances, the Employee works at the will of the Board of

Commissioners and may be terminated by it at any time. Employee acknowledges that this Agreement does not give the Employee any property rights in his job.

Following any notice of termination, Employee shall fully cooperate with County in all matters relating to the putting in order of his pending work on behalf of the County and the orderly transfer of any such pending work to other employees of County as may be designated by the Board of Commissioners of Cook County; and to that end, County shall be entitled to such full-time or part-time services of Employee as County may reasonably require during all or any part of the applicable period following any notice of termination.

15. **WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING:**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

16. **NOTICES:** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and delivered personally or sent by registered mail to the last known residence in case of Employee, or to the Cook County Board of Commissioners, 1200 S. Hutchinson Ave, Adel, Georgia 31620, in the case of the County. All notices to the County shall be sent to the attention of the Chairman of the Board of Commissioners.

17. **AUTHORITY:** The provisions of this Agreement required to be approved by the Board of Commissioners of Cook County have been so approved and authorized.

18. **GOVERNING LAW:** This Agreement shall be interpreted and construed according to and subject to the laws of the State of Georgia and the Code of Ordinances of Cook County.

19. **PARAGRAPH HEADINGS:** The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

20. **COUNTERPARTS:** This Agreement is executed in two (2) counterparts, each of which shall be deemed an original, and, together shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, County has executed this Agreement and caused its seal to be affixed by its duly authorized Chairman of the Board of Commissioners and Employee has hereunto set his/her hand and seal, all being done in duplicate originals, with one original being delivered to each party as of the day and year first above written.

\_\_\_\_\_  
("EMPLOYEE")

**COOK COUNTY, GEORGIA**

**By:** \_\_\_\_\_  
**Its Chairman of the Board of  
Commissioners**

**ATTEST:** \_\_\_\_\_  
**Its Clerk of the Board of  
Commissioners**

**[COUNTY SEAL]**

**“EXHIBIT A”**  
**SEVERANCE AGREEMENT**

**THIS SEVERANCE AGREEMENT** dated May 2, 2023 between **COOK COUNTY, GEORGIA** (hereinafter referred to as the "County") and **Randall W. (Randy) Lane**(hereinafter referred to as "Employee");

**WHEREAS**, the parties desire to confirm agreements regarding the termination of Employee's employment with the County and the termination of the Employment Agreement dated May 2, 2023, between Employee and County (the "Employment Agreement");

**NOW, THEREFORE**, in consideration of the premise and the mutual covenants herein contained, it is agreed as follows:

**1. Termination.** The Employment Agreement and Employee's employment with the County will terminate on \_\_\_\_\_, 20\_\_.

**2. Severance Payment.** Employee shall receive a severance payment in the amount of \$ \_\_\_\_\_ which has been calculated in accordance with the provisions of Section 14 of the Employment Agreement. This payment will be made in a lump sum less deductions for FICA taxes, income tax withholding and other deductions required by law or authorized by the Employee upon the execution and delivery of this Agreement, and the expiration of the seven (7) day revocation period referred to in Section 4 hereof without this Agreement being revoked.

**3. Release of Claims.** Employee, for himself/herself and his/her heirs, legal representatives, beneficiaries, successors and assigns, hereby waives, releases and forever discharges, to the fullest extent permitted by applicable law, the County and the County's commissioners, officers, agents, employees and representatives from any and all claims, demands, actions, causes of action, obligations or liabilities (direct or contingent) known or unknown to Employee, Employee's heirs, legal representatives, beneficiaries, successors or assigns arising from, based upon or in any manner connected with any act, omission, occurrence, event, condition or circumstance occurring or existing on or prior to the date hereof including, without limitation, any of the same arising from, based upon or in any manner connected with

any agreement, undertaking or commitment relating to Employee's employment, wages or other compensation benefits or termination of employment including, but not limited to, the Employment Agreement (save and except only the obligations of County under this agreement), or arising from, based upon or in any manner connected with any action under the Civil Rights Act of 1866, the Civil Rights Act of 1964, the Age Discrimination and Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, the Americans With Disabilities Act, or pertaining to any other state, local or federal labor, fair employment or other similar law, as well as the common law, which might arise out of Employee's employment with and or termination of employment with County. Employee acknowledges that County has performed all of its obligations to Employee under all such agreements, undertakings, commitments, statutes and laws. This release is expressly understood to be a "general release". By execution of this Agreement, neither party shall be construed to be admitting to any wrong doing whatsoever or any liability. This waiver does not waive rights or claims that may arise after the date of this Agreement.

**4. Acknowledgment; Advisors; Consultation with Attorney.** Employee acknowledges that Employee has been given an adequate opportunity to review this Agreement, that Employee understands its terms and affects, that Employee has been advised by County to consult with an attorney of Employee's choice prior to executing this Agreement and that Employee has signed this Agreement knowingly and voluntarily after having determined to Employee's satisfaction that it is fair and in Employee's best interest. Employee acknowledges that Employee has been given at least twenty-one (21) days to consider signing this Agreement and that Employee will have seven (7) additional days following the signing of this Agreement to revoke it. This Agreement will not become effective until the expiration of the seven (7) day revocation period. Employee understands that to be effective, the Employee's revocation of this Agreement must be in writing and must be received by County prior to the end of the seven (7) day revocation period. Any notice of revocation shall be deemed received by the County only if delivered to the County Clerk or the Chairman of the Board of Commissioners. Employee further acknowledges that in signing this Agreement, Employee is not relying on any representation, warranty or

agreement by County other than those expressly set forth herein.

**5. Entire Agreement.** This agreement contains the entire agreement between Employee and County and the terms hereof are contractual and not merely recitals.

**6. Amendment.** This agreement may not be amended, changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer of the County and by Employee.

**7. Controlling Law.** This agreement shall be governed by and enforced in all respects in accordance with the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

\_\_\_\_\_  
("EMPLOYEE")

**COOK COUNTY, GEORGIA**

**By:**

\_\_\_\_\_  
**Its Chairman of the Board of  
Commissioners**

**ATTEST:** \_\_\_\_\_  
**Its Clerk of the Board of  
Commissioners**

**[COUNTY SEAL]**