

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**AGREEMENT AS TO TERMS OF APPOINTMENT FOR CITY MANAGER
FOR THE CITY OF TYBEE ISLAND, GEORGIA**

This Agreement made and entered into the _____ day of _____, 2024, by and between the City of Tybee Island, Georgia (hereinafter “the City”); and Bret Bell (hereinafter “the City Manager” or “Bell”).

WHEREAS, by Charter of the City of Tybee Island, Georgia, the position of City Manager was created; and

WHEREAS, the Mayor and Council of the City conducted a diligent search for a person to fill the position of City Manager and now desire to appoint and have appointed Bret Bell as City Manager, and Bell desires to accept and has accepted such appointment;

NOW, THEREFORE, in consideration of the mutual covenants and conditions flowing to each party, the parties do agree as follows:

Section 1. Appointment of City Manager and Duties

1.1 By execution of this agreement, the City affirms its appointment of Bell by and through the Mayor and Council and Bell acceptance of such an appointment in the capacity as City Manager as that position is defined in the charter for the City of Tybee Island. Such appointment shall continue unless terminated as set forth herein.

Section 2. Termination

2.1 Either party may terminate the Agreement and Bell’s appointment at any time after the execution of the Agreement upon 90 days written notice to the other party.

2.2 Should a majority of the entire Council (four members) vote to terminate the services of Bell “without cause,” then within ten (10) business days following such vote, the Council shall cause Bell to be paid any accrued and unpaid salary and benefits earned, including personal time off, holiday time and insurance 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 Bell’s employment, the Council shall cause Bell to be paid a lump sum severance pay equal to six (6) months of his base salary as liquidated damages and full and complete payment and satisfaction of any claims of Bell of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, Bell shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council 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 City Attorney.

2.3 In the event Bell is terminated for “just cause,” the City shall have no obligation to pay the amounts outlined above in this Agreement. For purposes of this Agreement, “just cause” is defined and limited for purposes of this Agreement to any of the following:

- a. Malfeasance in performance of the City Manager’s duties and responsibilities.
- b. Conviction of or a plea of guilty or no contest to a felony crime, whether or not adjudication is withheld.
- c. Gross dereliction of duties.
- d. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
- e. The commission of any fraudulent act against the interest of the City.

- f. The commission of any act which involves moral turpitude, or which causes the City disrepute.
- g. Violation of the International City/County Management Association Code of Ethics.
- h. Willful misuse, conversion or misappropriation by Bell without authority of public property or public funds entrusted to him.
- i. Any other act of a similar nature of the same or greater seriousness.

2.4 In the event of termination by Bell by written notice to the City, no severance or other benefits will be owed and, if the City elects to accept less than 90 days' notice, Bell will cease receiving compensation upon ceasing active work for the City, but will be compensated for all accrued unpaid compensation and benefits.

2.5 If at any time during the existence hereof, Bell resigns following a suggestion, whether formal or informal, by the Mayor and Council that he resign, then, in that event, Bell may, at his option, be deemed to be terminated without cause at the date of such suggestion within the context of the liquidated damages provision provided herein.

2.6 If Bell dies prior to the termination of the Agreement, the Agreement shall then terminate and the City shall pay to Bell's estate as soon as possible all salary or expense reimbursement accrued through the date of his death. The City shall not be under any obligation to pay any other amounts of any kind to his estate or heirs and shall not be obligated for the payment of the amounts hereinbefore designated as liquidated damages.

Section 3 – Term of Agreement

3.1 This Agreement shall commence on the 3rd day of September, 2024 and continue to December 31, 2024 and shall automatically renew for one year periods thereafter unless either

party notifies the other party of non-renewal 90 days prior to the expiration hereof; provided, however, that this Agreement may be terminated earlier as provided by Section 2 of this Agreement. Non-renewal by the City of this Agreement on its anniversary date will be treated the same as a termination without cause and the City shall pay to Bell the same liquidated damages that would be paid due to Section 2 and Bell shall execute the release described in Section 2.

Section 4. Notices

4.1 All notices required or permitted to be given under the Agreement, shall be given by personal service upon or certified mail, return receipt requested effective upon the date of personal service or on the date of mailing, to the other parties at the following addresses or to such other addresses as either may designate in writing to the other:

If to the City:

Mayor, City of Tybee Island
Post Office Box 2749
Tybee Island, Georgia 31328

If to Bell: (Address to be Provided)

Section 5. Performance of Duties

5.1 Bell shall diligently and conscientiously devote his time and attention and his best efforts to discharge his duties as City Manager. Other office or employment for enumeration while so employed will only be permissible after coordination with the Mayor and Council and an agreement pertaining thereto is reached.

5.2 Bell shall perform such duties and responsibilities as outlined in the Charter of the City and any job description which may be provided to him as either may from time to time be

amended, as well as perform such other duties as may reasonably be required of him by the Mayor and Council.

5.3 Bell shall at all times discharge his duties and consultation with the Mayor and Council, keeping them informed of his actions and decisions within the scope of his authority. He shall be responsible to the Mayor and Council for the proper and efficient administration of all affairs of the City except as may otherwise be provided by law.

Section 6. Compensation

6.1 Bell's compensation shall be as provided herein.

Commencing the 3rd day of September, 2024, the City shall pay to Bell as compensation for his services the sum of \$165,000.00 annually, herein referred to as "annual base salary" subject to withholding for appropriate items such as federal and state income taxes and FICA.

6.2 At least annually, the Mayor and Council shall consider a merit increase in addition to any other increases that may be considered and whether to award such an increase and the amount thereof is to be solely within the discretion of the Mayor and Council. Interim reviews may be conducted at any time at the discretion of the Mayor and Council.

6.3 The annual gross compensation shall be paid in equal periodic installments with such frequency as other City employees are normally paid.

Section 7. Automobile Allowance

7.1. In addition to all other compensation provided herein and in recognition of the fact that Bell's duties require that he shall have use of his personal automobile in connection with his employment, the City shall pay a \$600.00 monthly car allowance for Bell to be used to purchase, lease, or own , operate and maintain a vehicle. Bell shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall

further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle. This car allowance is in lieu of any mileage reimbursement for any travel related to his employment.

Section 8. Benefits

8.1. In addition to all other compensation provided herein, the City shall budget, pay and provide to Bell:

- a. any and all benefits which are provided to full-time City employees as a whole;
- b. family care under the City's health plan will be provided to Bell's family;
- c. credited 10 days annual leave and 10 days sick leave as of the first day of employment and thereafter Bell will accrue annual leave at the same rate as employees with ten years of service and sick leave at the rate as may be provided to City employees. If extensive hours are worked, additional compensated time off will be allowed during the year as approved by the Mayor;
- d. coverage under liability insurance provided by the City;
- e. term life insurance naming Bret as insured in an amount equal to \$25,000.00;
- f. hospital, medical and dental insurance coverage provided to full-time City employees as a whole;
- g. professional dues and subscriptions for Bell's participation in organizations necessary and desirable for professional growth and for the good of the City;

- h. travel subsistence and related expenses (except mileage) for Bell associated with official travel, meetings and conferences to continue the professional development of Bell and/or to pursue necessary official functions for the City;
- i. certain expenses reasonably incurred by Bell in furtherance of his duties as City Manager. The City agrees to reimburse or to pay said general expenses and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits;
- j. regular opportunities for professional training and advancement in order to enhance Bell's contributions to the citizens of the City;
- k. enrollment in the City's Defined Benefit Pension Plan and the City is responsible for contributions as provided for City employees as a whole; and
- l. a cellphone for City business.

Section 9. Equipment and Records

9.1 All equipment supplied by the City and all records and files of Bell shall be the property of the City and shall remain such property during the course of the Agreement and upon termination.

Section 10. Indemnification

10.1 The City shall defend, save harmless and indemnify Bell against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties. The City shall pay the amount of any settlement or judgment rendered thereon. Notwithstanding the

foregoing, no indemnity obligation shall apply to or cover any intentional or willful tort or willful and wanton negligence or any act committed while operating a vehicle under the influence of alcohol, controlled substances or dangerous drugs (other than those for which a valid prescription exist) each of said terms being as defined by Georgia law.

Section 11. Entire Agreement, Modification, Binding Agreement

11.1 The text herein shall constitute the entire agreement between the parties. This Agreement may not be amended or modified in any manner except in writing signed and agreed to by each party. The Agreement shall be binding upon and inure to the benefit of Bell, his heirs at law and executors.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

City of Tybee Island, Georgia

Brian West, Mayor

Attest: _____
Jan LeViner, Clerk

REVIEWED AND ACCEPTED BY:

Bret Bell, City Manager

Witness: _____

APPROVED AS TO FORM:

Edward M. Hughes, Attorney for
City of Tybee Island, Georgia