GEORGIA, OCONEE COUNTY

COPY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2007, between Oconee County, hereinafter referred to as "County", and John McNally, Executive Director of the Oconee Clean & Beautiful Commission, hereinafter called "Director";

WITNESSETH:

That, WHEREAS County wishes to clarify and identify certain aspects of the Executive Director position of the Oconee Clean & Beautiful Commission,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Item 1:

The position of Executive Director is classified as that of an independent contractor and not as an employee of Oconee County Government. The position will not qualify for any County employee benefits.

Item 2:

The County will establish an office and supply and maintain the necessary computer, printer, telephone equipment or other office equipment necessary for the effective operation of said office. The County will provide a vehicle to the Executive Director for use in the conduct of County business in accordance with County policies regarding the use of such vehicles. The vehicle will not be used for routine personal transportation between one's domicile and one's duty station.

Item 3:

In the event that the County cannot supply a vehicle for the conduct of County business, the Director will supply his/her own transportation and will be reimbursed by the County for mileage necessary to fulfill the position requirements. Mileage reimbursement will be determined as per the rate allowed in accordance with County policy and reimbursement rate schedules.

Item 4:

The Director will submit an annual budget proposal to the Public Works Department Director and to the Oconee County Board of Commissioners for approval. Said proposed budget will include expenses necessary for the effective performance of the position. The Executive Director will also include in the annual budget an amount to be paid for the Director's services during the fiscal year. Such amount, hereinafter referred to as "base compensation" is subject to the approval of the Board of Commissioners during the budget approval process. The initial base compensation established by this agreement, with an effective date of July 1, 2007, is $33,500 to be paid as noted in Item 6 of this agreement.

Item 5:

Itemized eligible expenses will be submitted monthly to County for reimbursement. The expenses will include necessary receipts and be assigned a proper account number as per the approved position's budget.

Item 6:

The Director will be compensated in twelve (12) equal monthly installments for his/her services that will equate to the amout approved annually in the County budget and the Director will be responsible for any taxes that result from said stipend.

Employment Agreement

Item 7:

This agreement inclusive of all terms and conditions will be extended annually. The amount of compensation for services rendered during each succeeding fiscal year will be as contained in the annual budget as approved by the Board of Commissioners. Said compensation shall not be less that the base compensation established herein, plus any annual cost of living adjustment as determined by the Board of Commissioners for regular County employees. Either party, upon thirty days written notice, may terminate this agreement.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
Melvin Davis, Chairman

CONTRACTOR

BY: _____
John W. McNally, Executive Director
Oconee Clean & Beautiful Commission

Signed, sealed and delivered
In the presence of:

_____
Witness

_____
Notary Public

July 1, 2007
Date

GINA M. LINDSEY
NOTARY PUBLIC
Exp. Mar. 11, 2011
OCONEE COUNTY, GA