

**AMENDMENT TO AGREEMENT OF DECEMBER 21, 2006,  
APPOINTING JIM SHULER AS COUNTY ADMINISTRATOR**

**WHEREAS**, Hall County, Georgia, by and through the Hall County Board of Commissioners as party of the first part, and James D. Shuler, herein referred to as "Shuler" or "Employee", as party of the second part, heretofore entered into an employment agreement dated the 21<sup>st</sup> day of December, 2006, by which Shuler was appointed to serve as Hall County Administrator through December 31, 2008; and

**WHEREAS**, in Section 2 thereof, such appointment could be terminated prior to its expiration by Shuler upon the tendering of his resignation to the Hall County Board of Commissioners; and

**WHEREAS**, Shuler now wishes to exercise his right of early termination by ending his services as County Administrator effective June 30, 2008, as opposed to December 31, 2008, the expiration date of his contract; and

**WHEREAS**, the Hall County Board of Commissioners desire to accept the early termination of Shuler's employment effective June 30, 2008, upon the condition that Shuler, during the period of July through September, 2008, agrees to continue to serve the County in the capacity of a consultant during the process of Hall County's search for and retention of a full time County Administrator to replace Shuler, with Shuler's compensation during such consultation period to be the monthly salary presently being paid Shuler, with all other benefits and entitlements provided Shuler in the agreement of December 21, 2006, other than salary, being terminated as of June 30, 2008.

**NOW, THEREFORE**, in consideration of a mutual covenants herein contained, the parties agree as follows:

**Section 1.** Shuler shall terminate his duties as County Administrator on June 30, 2008. For the period of July, 2008 through September 30, 2008, Shuler shall act in the capacity of consultant to Hall County in assisting the County in the management of day to day operations as requested from time to time. During such period, Shuler shall be paid a monthly salary equivalent to that which he is entitled to prior to his termination of employment as of June 30, 2008; but during such consultation period, Shuler shall

not be entitled to those additional benefits and entitlements as provided under his contract of December 21, 2006.

**Section 2. Indemnification**

The County shall defend, save harmless and indemnify Shuler against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties during the performance of his duties as a consultant for the period from July 1, 2008, through September 30, 2008. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against Shuler and may agree to such settlement or the payment of a judgment with or without the express consent of Shuler.

**Section 3. General Provisions**

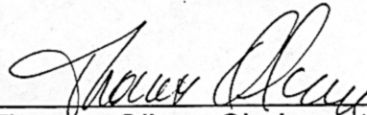
- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. This amendment will become effective on the 8<sup>th</sup> day of May, 2008.
- D. This agreement shall be executed in triplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.
- E. This agreement shall in no way amend or supersede Employee's status and reaffirms all benefits as the retired Hall County Administrator, a position held by the Employee pursuant to the Employment Agreement between Hall County, Georgia, and the Employee dated the 1st day of June, 2000, as amended by that certain "Amendment to Employment Agreement" dated the 21st day of December, 2004, the terms and provisions of such agreements being hereby reaffirmed and ratified by the parties hereto.

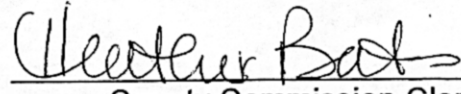
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 8<sup>th</sup> DAY OF May, 2008.**


APPROVED:

HALL COUNTY BOARD OF COMMISSIONERS

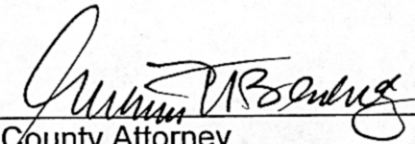
ATTEST:

By:   
Thomas Oliver, Chairman

  
County Commission Clerk

By:   
Jim Shuler

APPROVAL AS TO FORM:

  
County Attorney

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5/8/08