

**NORTH CAROLINA
JOHNSTON COUNTY**

Town of Selma Manager Employment Agreement

Introduction:

This Agreement made and entered by and between the Town of Selma a municipal corporation, (hereinafter called "Employer") and Jonathan R. Barlow (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who has agreed to be manager for the Town of Selma, both of whom agree as follows:

Section 1: Duties and Authority

Effective 1/2/2014, Employer agrees to employ Jonathan R. Barlow as Town Manager to perform the functions and duties specified in the North Carolina General Statutes and Ordinances for the Town of Selma consistent with the municipal corporate charter for the Town of Selma and to perform other legally permissible and proper duties and functions. As a condition of this Agreement, Employee agrees to relocate to the Town of Selma on or before July 15, 2014, unless the time is extended by the Selma Town Council.

Section 2: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of \$92,000.00 payable in installments at the same time that the other management employees of the Employer are paid. In addition, Employer will review the base salary yearly and other benefits as the Council may determine during the performance evaluation of Employee or when the annual budget is discussed.

Section 3: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee equal to that which is provided to all other employees of the Town of Selma.

B. The Employer agrees to put into force and to make required premium payments for short term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of 1 1/2 times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

D. If Employee is permanently disabled or is otherwise unable to perform his/her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 9 Severance.

Section 4: Vacation and Sick Leave

A. Except as provided herein, all provisions, regulations and rules of the Town including vacation leave, sick leave, retirement, pension, contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to all other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Employee as set forth in this agreement. Reference is had to the Town of Selma's Personnel Policy on record in the Clerk's office. Notwithstanding the foregoing, Employer agrees and authorizes a total of four (4) weeks of vacation time for Employee. Sick leave shall be given per the Town Personnel Policy but take into consideration Employee's sick leave from Fuquay-Varina, North Carolina verified to be 1,856.38 hours.

Section 5: Vehicle Allowance & Moving Expense

In addition to the specified salary and in lieu of mileage reimbursement, Employer shall pay Employee the sum of \$500.00 per month through July 15, 2014, or until Employee relocates to Selma, whichever is earlier. For purposes of this Section, this allowance covers Employee's use of his own vehicle for commuting. After July 15, 2014, a town vehicle will be available for business-related travel. In the event a town vehicle is not available and Employee uses his own vehicle, Employer shall reimburse Employee at the standard mileage rate determined by the North Carolina Department of Revenue upon receipt of a mileage report. When Employee relocates to Selma, Employer shall pay the sum of \$1,000.00 for moving expenses.

Section 6: Retirement

A. The Employer agrees to continue enrollment for the Employee in the Town Retirement System with the North Carolina Local Government Employee's Retirement System (LERS) as defined in Article IX, Section 3 of the Personnel Policy.

In addition, the Employer shall continue enrollment to Employee in the non-law enforcement 401(k) supplemental retirement program provide to other employees as defined in Article IX, Section 7 of the Personnel Policy, which currently includes a contribution by Employer of three percent (3%) of Employee's salary.

Section 7: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Employer agrees to reimburse Employee \$20.00 per month for use of Employee's personal cell phone.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to , the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

For the purpose of this agreement, termination shall occur when:

A. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

B. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

C. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.

D. If a breach of contract is declared by either party, a 30 day cure period shall be allowed.. Written notice of a breach shall be provided in accordance with the notice provisions of Section 17.

E. The Employee shall serve at the pleasure of the Employer and nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the employee at any time, with or without cause, but subject to the provisions set forth in Section 9 of this agreement. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to seek other employment or resign at any time from his position with Employer, subject only to the provision set forth in Section 9 of this agreement.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 8 or any other reason as determined by Employer. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months of Employee's yearly salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued vacation time.

If Employee is terminated because of a conviction of a felony or "for cause" as defined in the North Carolina General Statutes, then Employer is not obligated to pay severance under this section.

Section 10: Resignation

In the event Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise. A voluntary resignation shall not entitle Employee to severance pay unless otherwise approved by the Town Council. The resignation shall not include the option to take any vacation leave during the 30 day notice period.

Section 11: Performance Evaluation

Employer shall review the performance of the Employee in the discretion of Employer on a yearly basis subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. The performance evaluation will be based on the prioritization of goals and objectives. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written

evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results and (4) consider any increase in salary or benefits. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. All leave and leave forms including vacation will be approved by the Mayor.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee with the consent of Council may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee 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 Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 15: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Selma Charter or any other law.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, Town of Selma, 100 North Raiford Street, Selma, N.C. 27576.
- (2) EMPLOYEE: Jonathan R. Barlow, 1413 Old Bramble Lane, Fuquay-Varina, N.C. 27526, or the current home address after Employee relocates to Selma.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect and Law.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. This Agreement shall be interpreted under the laws of the State of North Carolina.

C. **Effective Date.** This Agreement shall become effective on January 2, 2014.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year written herein below.

Employer:

Cheryl L. Oliver (Seal)

Town of Selma, a Municipal Corporation

By Mayor: Cheryl L. Oliver

Claudia P. Greenfield (Seal)

Attest: Claudia P. Greenfield, Town Clerk

Date: December 11, 2013

Employee:

Jonathan R. Barlow (Seal)

Jonathan R. Barlow

Date: December 7, 2013