

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this first day of November, 2011, by and between Rockingham County, North Carolina, a political subdivision, hereinafter called "Employer", as party of the first part, and Lance L. Metzler, hereinafter called the "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Lance L. Metzler as County Manager of Rockingham County as provided by § 153A-82 of the General Statutes of North Carolina (as amended); and

WHEREAS, it is the desire of the Governing Body, the Rockingham County Board of Commissioners, hereinafter called the "Board", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board to (1) secure and retain the services of the employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future employment, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as the Board determines he is unable to fully discharge his duties or when the Employer may otherwise desire to terminate his employment; and

WHEREAS, The parties acknowledge that the Employee is a member of the International City/County Management Association (ICMA) and that the Employee is subject to the ICMA Code of Ethics; and

WHEREAS, Employee desires to accept employment as County Manager of said County;

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

Section 1. Duties

Employer hereby agrees to employ said Lance L. Metzler as County Manager of said County to perform the functions and duties specified in § 153A-82 of the General Statutes of North Carolina and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 4; paragraph C, of this agreement.
- C. The Employee agrees to remain in the exclusive employ of Employer from December 05, 2011 through December 04, 2013, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- D. In the event that written notice is not given by either party to the other party at least 30 days prior to the termination date as hereinafter provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two (2) years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives thirty (30) days written notice to the other party that the party does not wish to extend this agreement for the additional two-year period.

Section 3. Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of employment.

Section 4. Termination and Severance Pay

- A. In the event Employee is terminated by the Board without cause before expiration of the aforesaid term of employment and during such time that the Employee is willing and able to perform his duties under this agreement, then in that event the Employer agrees to pay the Employee severance pay in a sum equal to six months of his current regular monthly salary, payable in bi-weekly installments until such time as employee obtains employment or upon the expiration of six months, whichever first occurs.
- B. In the event the Employee is terminated because of his conviction of any felony or a misdemeanor involving moral turpitude, or for malfeasance or nonfeasance, then, in that event, Employer shall have no obligation to pay the aggregate severance pay designated in this paragraph.
- C. In the event the Employee voluntarily resigns his position with the Employer before expiration of the aforesaid term of employment, then the Employee shall give the Employer three (3) weeks notice in advance, unless the parties otherwise agree, and no severance pay shall be due.

D. In the event that the Employer at any time during the term of this agreement reduces the salary or employee benefits of the Employee in a greater percentage than it does for all other employees of the Employer, or the Employee resigns following a suggestion from the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or request for resignation and the provisions covering severance pay shall apply.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$135,500.00, payable in installments at the same time as other employees of the Employer are paid. Employer agrees to pay Employee two percent (2%) of his base pay in deferred compensation to a plan of the Employee's choice. Beginning July 1, 2012, Employee shall be eligible for any cost of living increases as afforded across the board to other employees, and such other increases as the Board may extend to Employee resulting from salary or performance review.

Section 6. Performance Evaluation

A. The Board shall review and evaluate the performance of the Employee at least once a year in advance of the effective date of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and Employee. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Employee. Furthermore, the Chairman of the Board shall provide the Employee with a written summary statement of the findings of the Board and an adequate opportunity for the Employee to discuss his evaluation with the Board shall be provided.

B. Annually, the Board and the Employee shall define such goals and objectives as they deem necessary for the proper operation of the County and in the attainment of the Board's policy objectives and shall further establish a relative priority among these goals and objectives, said goals and objectives to be reduced to writing. As a part of the evaluation of the Employee, the Board shall consider the Employee's performance in working toward the attainment of these goals, objectives and priorities. These goals and objectives shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 7. Hours of Work

It is recognized that Employee must devote a great deal of time outside normal office hours to conduct the business of the Employer, and to that end the Employee shall be allowed flexibility of schedule during said normal office hours. In general, the Employee will keep the Clerk to the Board apprised of variations to his normal office hours and shall notify the Clerk to the Board and the Board Chairman if taking more than two days of consecutive time off.

Section 8. Automobile

Employee's duties require that he shall use a vehicle to conduct County business during his employment with Employer. Employer agrees to provide said Employee a monthly automobile allowance of \$600.00 per month. Employer agrees to compensate the Employee at the IRS mileage reimbursement rate for business travel outside of the County.

Section 9. Technology

The Employer shall provide Employee with a computer, software, fax/modem, cell phone and any other electronic devices that will make him more effective and efficient in performing his duties as the County Manager.

Section 10. Relocation and Living Expenses

A. Employee agrees to establish residence within Rockingham County within 12 months of employment, and thereafter to maintain residence within the County for the duration of his employment as County Manager. Employer shall reimburse Employee for relocation expenses (such as packing, moving, storage costs, unpacking and insurance charges) based on receipts demonstrating actual costs incurred, up to a maximum of \$7,000.00.

B. Employer agrees to provide a living expense allowance to the Employee upon the Employee's commencement of duties in the amount \$550.00 per month until Employee purchases and closes on a house in Rockingham County, not to exceed 4 monthly payments.

Section 11. Accrual of Leave for Vacation, Sick Leave, and Longevity Purposes

At the time this agreement is executed by both parties, Employee shall be credited with fourteen (14) days of vacation leave and the Employer will accept the Employee's total accumulated sick leave credit from his public service employment immediately preceding his employment with Rockingham County and will credit Employee with six (6) years of public service employment for calculation of annual leave and longevity pay while employed with Rockingham County. Such accrual of annual leave will commence on the Employee's date of employment with Rockingham County.

Thereafter, Employee shall accrue and have credited to his personal account, annual and sick leave at the same rate as other management employees under the County's Personnel Policy.

Section 12. Health Insurance

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

B. At Employer's option, Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

Section 13. Retirement

Employer participates in the North Carolina Local Government Employees' Retirement System (LGERS) and Employee shall participate in the system, with the Employer contributing its usual percentage and Employee contributing and participating in the same manner as other employees.

Section 14. Dues and Subscriptions

The Employer agrees to budget and to pay for professional dues and subscriptions of Employee necessary for his continued and full participation in national, state and local associations and organizations and for the participation, advancement and good of the Employer not to exceed \$3,500.00 unless authorized by the governing body.

Section 15. Professional Development

A. Employer hereby agrees to budget a reasonable sum for travel expense and subsistence of Employee for professional and official travel, college, meetings and business, including short courses, graduate courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

B. As a further condition of travel out of the County involving an absence of more than one business day, the Employee shall be responsible for arranging, if possible, for another senior employee to be available during business hours, and for the appropriate employee remaining on site to be given any authority necessary so that the business and affairs of the County may proceed smoothly.

Section 16. General Expenses

Employer recognizes that certain expenses of a non-personal job-related nature are incurred by the Employee, and hereby agrees to pay said expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits within budgetary limitations. Any expense of more than \$500.00 shall be submitted to the Board Chairman for review and signature before it is paid.

Section 17. Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and accordingly the Employee will be authorized to become a member of civic clubs or organizations within the County.

Section 18. Indemnification

Employer shall save and hold harmless, and defend Employee against any tort, professional liability claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties, unless the wrongful act or omission involved willful or wanton conduct such as fraud, corruption, or malicious behavior. Employer shall have the option to compromise and/or settle such claims or suits and pay the amount of any settlement or judgment rendered thereon. The Employer shall provide defense of claims in accordance with the current version of the County's Defense of County Officials and Employees Policy, originally adopted by the Board of Commissioners on May 6, 1991.

Section 19. Bonding

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

Section 20. Reduction of Salary or Benefits

Employer shall not at any time during the term of this agreement reduce the salary or benefits of the Employee, except to the degree of such a reduction generally for all employees in a similar class working for the Employer (such a implementation of furlough days, changes in health insurance, overall salary and wage reduction, etc.)

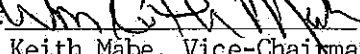
Section 21. General Provisions

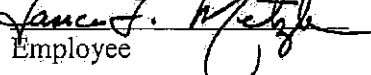
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing December 05, 2011.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Rockingham County has caused this agreement to be signed and executed in its behalf by its Chairman, duly attested by its Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the date shown below.

For: Rockingham County Board
of Commissioners

Lance L. Metzler

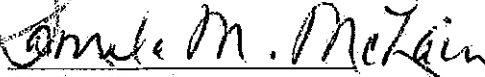
By: 
W. Keith Mabe, Vice-Chairman


Employee

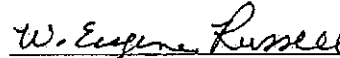
Date: November 1, 2011

Date: 10.26.11

ATTEST:


Clerk to Board

Approved as to Form:


County Attorney

To be attached to the Employment Agreement between Rockingham County and Lance L. Metzler dated December 5, 2011 to December 4, 2013.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Kelly P Burton
Finance Officer

11-1-11
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

W. Eugene Russell
W. Eugene Russell, County Attorney