

**CONTRACT FOR EMPLOYMENT  
FIRST EXTENSION**

This Contract is made and entered into this 1<sup>st</sup> day of September, 2020 by and between the COUNTY OF JACKSON, a body corporate and politic existing under the laws of North Carolina (hereinafter called "Employer"), and Don Adams, (hereinafter called "Employee"). Employer and Employee agree as follows:

**WITNESSETH:**

**WHEREAS**, pursuant to N.G. Gen. State. §153A-81, Employer desires to employ Employee to serve as County Manager of Jackson County, North Carolina; and,

**WHEREAS**, Employee desires to accept employment as the County Manager of Jackson County, North Carolina; and

**WHEREAS**, pursuant to North Carolina General Statute §153A-81, Employee will serve at the pleasure of the Employer's Board of Commissioners ("the Board of Commissioners") pursuant to the terms of this agreement; and

**WHEREAS**, it is the desire of the Employer to:

1. Secure and retain the services of the Employee and to provide inducement for him to retain in such employment;
2. Make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
3. Provide a just means for terminating the Employee's services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

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

**Section 1 Appointment and Effective Date**

Employee shall continue the responsibilities and duties of County Manager of Jackson County pursuant to this First Extension of Contract for Employment on **August 1, 2021**. As County Manager, Employee shall report to the Board of Commissioners, but shall communicate with and be directed by the Chairman of the Board of Commissioners when the Board of Commissioners is not in session. Employee shall communicate with and be directed by the Vice-Chairman of the Board of Commissioners in the Chairman's absence.

**Section 2      Duties and Authority**

Employer agrees to employ Employee to perform the functions and duties specified for county managers in the North Carolina General Statutes and the Jackson County Code, and to perform other legally permissible and proper duties and functions as may be assigned and directed from time to time by Employer.

**Section 3      Term**

This First Extension of Contract for Employment shall begin August 1, 2021 and continue through July 31, 2025 unless terminated sooner pursuant to the provisions of this Contract or such sooner date as Employer and Employee may mutually agree.

**Section 4      Termination and Severance Pay**

In the event that Employee elects to terminate his employment pursuant to this Contract, Employer shall be entitled to at least sixty (60) days advance written notice to the Chairman of the Board of Commissioners. During such notice period, Employee shall continue to carry out his duties in a professional and responsible manner and shall be entitled to compensation as set forth herein. Upon the expiration of said notices hereinabove described, this Contract shall be of no further force and effect whatsoever, and each of the parties hereto shall be relieved of their obligations thereunder.

In the event Employee is terminated by the Employer without cause, to end the employment of the Employee the Employee shall, on the date of termination be entitled to payment equal to six (6) months full salary together with health and dental insurance coverage, equal to that which is provided to all other employees of Jackson County for a six (6) month period, plus payment of any accumulated sick leave and annual leave earned but not taken.

**Section 5      Termination for Cause**

Employer may terminate this Contract for cause upon:

- a.            Failure to comply with applicable laws and authorities.
- b.            Illegal use of drugs, hallucinogens or other controlled substances.
- c.            Employee's conviction of a crime other than a traffic violation.
- d.            Commission by Employee of an act of moral turpitude directly and substantially impairing her ability to reasonably perform her duties

- e. Commission by Employee of an act contrary to her employment under this Contract involving personal gain to Employee.
- f. Violation by Employee of any term of this Contract.

In the event of the termination of this Contract by the Employer for cause, Employer shall have no obligation to pay severance under Section 4 or any other compensation to Employee.

### **Section 6 Disability**

If Employee becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave or family or medical leave benefits, Employer shall have the option to terminate this Contract. Such termination shall be treated as a termination without cause for the purpose of determining whether the Employee is entitled to compensation under Section 4 above.

### **Section 7 Compensation**

- a. Employer agrees to pay Employee for his services at his current annual base salary as an Employee, payable in installments at the same time that the other employees of the Employer are paid.
- b. This Contract shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- c. Employee shall receive any annual increment, cost of living ("COLA") increase, bonus or merit pay given to all regular full-time employees.

### **Section 8 Hours of Work**

Because of the unique nature of this employment, it is recognized that Employee will devote time outside of the normal office hours of business of the Employer, and for that reason, will not be considered to be subject to the County's compensatory time policy as established. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the County.

### **Section 9 Residency**

Employee agrees to maintain residency within Jackson County while this Contract is in effect.

## **Section 10    Outside Activities**

Employee shall not engage in other work activities without prior approval of Employer.

## **Section 11    Automobile and Travel Expense**

The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon his vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the same mileage rate allowed for other employees of the Employer for any business use of the Employee's vehicle. Employee shall also have access to a Jackson County vehicle in the motor pool if he so chooses.

## **Section 12    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, advancement, and for the good of the Employer.
- 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.
- c.    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 Employee to become an active member in one such local civic club or organization.

## **Section 13    Benefits**

All provisions of the Employer's personnel rules and regulations relating to vacation and sick leave accrual and use, holidays, retirement, retiree health insurance, Social Security and other "fringe" benefits and working conditions as they now exist or may hereby be amended shall apply to the Employee as they would to other employees of this Employer, in addition to the benefits specifically provided herein.

## **Section 14 Other Benefits**

a. Upon commencing employment, the Employee shall be credited with all hours of sick leave, which is credited from Employee's former employment with Alleghany County Government and shall be credited with vacation leave equal to the highest annual accrual provided to all other Jackson County employees. Thereafter, Employee shall accrue vacation and sick leave at the same annual accrual provided to all other employees.

b. **Retirement**

The Employer agrees to enroll the Employee into the North Carolina Local Government Employees Retirement System ("LGERS") and to make all the appropriate contributions on the same basis as other employees of Employer.

## **Section 15 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 County 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. The Employee may request the Employer to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond

Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

**Section 16    General Provisions**

- a.    Integration.    This Contract 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 Contract. The parties by mutual written agreement may amend any provision of this Contract during the life of the Contract. Such amendments shall be incorporated and made a part of this Contract.
  
- b.    Binding Effect. This Contract shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
  
- c.    Severability. The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision. In the event that any provision of this Contract 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 expunction or judicial modification of the invalid provision.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County of Jackson has caused this Contract to be executed in its behalf by the Chairman of its Board of Commissioners and duly attested by the Clerk to such Board, and the Employee has executed this Contract, in duplicate originals, on the 16<sup>th</sup> of September, 2020.

COUNTY OF JACKSON, Employer



By:

Brian Thomas McMahan

Brian Thomas McMahan  
Chairman, Jackson County Board of Commissioners

Angela M. Winchester  
Angela M. Winchester, Clerk to the Board of Commissioners

Don Adams  
Don Adams, Employee

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

Darlene Fox  
Darlene Fox, Finance Officer