

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF ONSLOW

This contract, made this 3rd day of December, 2019 by and between the Town of Holly Ridge, North Carolina, a municipal corporation located in Onslow County, North Carolina (hereinafter "Town") and Heather Nicole Reynolds, a resident of Pender County, North Carolina (hereinafter "Manager")

WITNESSETH:

WHEREAS, the Town has hired Manager to work as the Town Manager for Town in accordance with the provisions of N.C. Gen. Stat. § 160A-147; and

WHEREAS, Manager has agreed to work as Town Manager for the Town subject to the provisions of Chapter 160A of the North Carolina General Statutes, the Personnel Policies of the Town, the terms and conditions of this Agreement, and other applicable laws of the State of North Carolina.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION A.
POWERS AND DUTIES**

1. The Manager shall serve as Chief Administrative Officer for the Town. The powers, duties and responsibilities of the position shall be as set forth in Chapter 160A, Article 7, Part 2 of the North Carolina General Statutes and as set forth in the Charter, Code of Ordinances, and Personnel Policies of the Town. In addition, the Town Council may, from time to time, outline additional duties and responsibilities for the Manager for which she shall also be held responsible.

**SECTION B:
TERM**

2. The Manager shall at all times serve at the pleasure of the Town Council in accordance N.C.G.S. §160A-147 and nothing in this Contract shall be construed or taken to imply or suggest a specified term of employment.

3. The Manager's functions, duties, benefits, and disciplinary action, unless otherwise stated in this contract shall be subject to the Town's Personnel Policy.

4. Notwithstanding any provision of this Contract, the Manager shall have the right to resign from her position so long as said resignation is accomplished in accordance with Section E of this Agreement.

SECTION C: COMPENSATION

5. The Town Manager shall be paid an annual beginning salary in the amount of \$80,000.00 to be disbursed at the same payroll intervals as the remainder of the Town employees. A performance review shall be conducted during May of each year by the Town Council. During this performance review, the Town Council shall meet with the Manager to create a Work Plan for the ensuing year, and to review the Manager's completion of the existing Work Plan. Based upon that review, the Town Council may, in its sole discretion, elect to increase the annual salary of the Manager. Any reduction in the salary, compensation, or other financial benefits of the Manager in a greater amount or percentage than an applicable ~~across-the-board~~ reduction for all employees of the Town shall constitute a termination of this Contract without cause, unless cause can be shown as provided in paragraph 11. Failure to conduct this annual evaluation shall not constitute a default hereunder.

6. The Manager shall furnish a clean, roadworthy automobile suitable for her personal use in the conduct of Town business. The Manager shall be responsible for all upkeep of the vehicle necessary to keep it in proper operating condition. Town and Manager agree that no specific amount shall be paid by Town to Manager for the use of Manager's vehicle.

7. The Town shall furnish to the Manager all of the employment benefits provided to the remainder of the Town employees as outlined in the Town's Personnel Policy with the exception that the Manager shall accrue vacation leave at a rate equal to 22.5 days per year, and the Manager shall not receive cost of living increases in addition to the salary set by the Town Council. In lieu of a vehicle allowance, the Town will cover the cost of the dependent insurance cost through the Town sponsored plan.

8. The Town shall provide on behalf of the Manager a contribution to the 401(k) plan a matching amount equal to the contribution made by the Manager to the 401(k) plan. The contribution paid by the Town pursuant to this paragraph shall not exceed 5% of the Manager's total annual salary.

9. It is recognized that the position is full-time and the Manager's duties require work outside the normal office hours, and to that end the Manager will be allowed to take

flexible time off as she shall deem appropriate during said normal office hours. To the extent practicable, the Manager will be expected and encouraged to adhere to the normal office hours established for the Town

**SECTION D:
TERMINATION**

10. In the event the Manager wishes to resign from only the Manager position or the Town Council becomes unsatisfied with the performance of the Manager duties, she shall be allowed to return to the position of only the Town Clerk including all COLA and an average of employee merit increases added to the base salary of \$56,762.34.

11. In the event the Manager's employment with the Town is terminated by the Town without cause other than it being the will and pleasure of the Town, and Manager is willing and able to perform her duties under this Contract, then in that event Town agrees to pay Manager in an amount equal to her then existing compensation on a monthly basis, for a period of six months. During this six month period, the Town will continue to cover the Manager and dependents under the Town's health, dental, and vision insurance program then in effect without cost to the Manager.

12. The Town may terminate this Contract for cause upon the Manager's malfeasance; neglect of duty; dishonesty; the Manager's conviction for a crime directly or indirectly involving her employment (other than a traffic violation) or any crime involving dishonesty, corruption, baseness or depravity; the Manager's conviction of a felony; an act of moral turpitude directly and substantially impairing her ability to reasonably perform her duties; an act contrary to her employment involving personal gain to him; an act which is injurious to the political or economic well-being of the Town; or for any act in violation of this employment Contract. In that event, Town shall have no obligation to pay severance in any amount or for any reason.

13. In the event that the Manager's employment with the Town is terminated for any reason, or if the manager resigns, the Town shall make payment of any accrued and unused vacation leave.

**SECTION E:
NOTICE OF RESIGNATION**

14. The Manager agrees that, she shall give a minimum of sixty (60) days written notice to the Town of her intention to resign or retire from her position. The required written noticed shall be delivered to the Mayor, or in his/her absence, the Mayor Pro-Tem, and shall be considered effective upon the date on which delivery is completed. In the event that such notice is not given, the Town shall not pay for accrued and unused vacation leave.

15. If the Town and the Manager agree that extenuating circumstances necessitate a

shorter notice period than is specified above, a written contract between the two parties shall be executed relieving the Manager of the sixty-day notice period. In the case of mutual agreement to shorten a resignation notice period, the Town shall pay to the Manager all compensation for the newly agreed period and shall also be responsible for the payment of any unused vacation leave.

**SECTION F:
DEATH OR DISABILITY**

16. If Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period beyond any accrued leave benefits, Town shall have the option to terminate this Contract subject only to compensation to Manager of all accrued benefits to which she is at that time entitled. Death of the Manger shall automatically terminate this Contract subject only to compensation to Manager's estate of all accrued benefits at that time.

**SECTION G:
OUTSIDE EMPLOYMENT**

17. The Manager shall not engage in outside employment activities without first having received the approval of the Town Council. Outside employment activities shall include, but not be limited to, any civic or charitable activity involving the collection, handling or processing of funds. Other typical examples include part time jobs, involvement in a private business or other private investment, and acting as a control person (e.g., director, treasurer or officer) for any for-profit or non-profit entity. Approval shall be deemed granted when a majority of the members of the Town Council have voted on a motion, properly moved and seconded, that specifically allows the Manager to engage in a particular employment situation. Outside-employment activities may not conflict with the performance of Manager's duties and responsibilities to the Town of Holly Ridge.

**SECTION H:
PROFESSIONAL DUES AND SUBSCRIPTIONS**

18. Subject to the availability of funds appropriated in the annual budget, the Town agrees to pay for all professional subscriptions, dues and expenses necessary for active participation (including attendance at annual conferences, as funding will allow) in the International City/County Management Association, the North Carolina City and County Management Association, the International Institute of Municipal Clerks, the North Carolina League of Municipalities, and any other professional organizations that may, from time to time, be specifically approved by the Town.

**SECTION I:
REPRESENTATION AND BONDING**

19. The Manager shall be covered by the Resolution providing for the Defense of Employees previously adopted by the Town Council.

20. The Town will supply and pay the full cost of any bonds or crime insurance policies required of the Manager under law.

**SECTION J:
AMENDMENTS**

21. This contract may be amended only by a written document signed by the parties hereto.

**SECTION K:
RETURN OF PROPERTY**

22. Upon termination of employment, Manager shall return to Town any and all records, physical or electronic, regarding the Town. Further, Manager shall return to Town all equipment or property belonging to the Town.

**SECTION L.
LAW CONTROLLING**

23. The laws of the State of North Carolina shall control and govern this Contract.

**SECTION M.
VENUE**

24. The venue for any dispute involving this Contract shall be Onslow County, North Carolina.

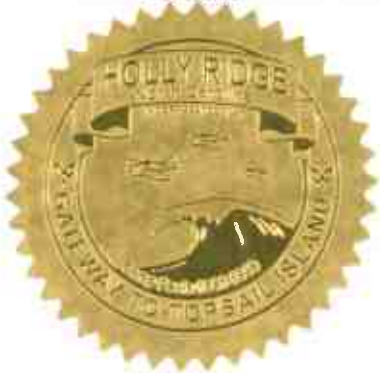
**SECTION N.
CONSENT OF JURISDICTION**

25. Parties agree that they are subject to the personal jurisdiction of the General Court of Justice of North Carolina.

**SECTION O.
GENERAL PROVISIONS**

26. The text herein shall constitute the entire Contract between the parties. If any

provision, or any portion thereof, contained in *this* Contract is held unconstitutional, invalid, or un-enforceable, the remainder of this Contract or portion thereof shall not be affected and shall remain in full force and effect.



TOWN OF HOLLY RIDGE

Anita Dingler
By: Anita Dingler, Mayor

ATTEST:

Tracy Martin, Deputy Town Clerk
Tracy Martin, Deputy Town Clerk

Town Manager

Heather Reynolds
Heather N. Reynolds

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

Chuck Strickland
Chuck Strickland, Finance Officer