

NORTH CAROLINA

CURRITUCK COUNTY

COUNTY MANAGER EMPLOYMENT CONTRACT

THIS CONTRACT OF EMPLOYMENT is made and entered into on this 17th day of April, 2017 by and between the COUNTY OF CURRITUCK, a body politic and political subdivision of the State of North Carolina, (the “County”), employer, and DANIEL F. SCANLON, II, (“Scanlon”), employee;

RECITALS

1. The County is a body politic organized and existing under the laws of the State of North Carolina and duly authorized to enter into this employment contract.
2. Scanlon is duly qualified to continue in service to the County as its County Manager.
3. County desires to continue the employment of Scanlon as its County Manager and Scanlon has agreed to continue such employment.

EMPLOYMENT

1. County does hereby offer, and Scanlon does hereby accept, effective May 1, 2017, continued employment as County Manager of Currituck County. In this regard, Scanlon specifically obligates himself as County Manager to properly perform duties specified in N. C. Gen. Stat. §153A-82 which is incorporated herein and made a part of this Employment Contract.
2. It is understood this employment is a full-time obligation. Scanlon agrees not to pursue any other employment during the term of this agreement or any extension thereof, without the written permission of the Board of Commissioners.

TERM OF EMPLOYMENT — SEVERANCE BENEFITS - NOTICE

1. Scanlon shall serve at the pleasure of the County Board of Commissioners and Scanlon's employment may be terminated at any time subject to the terms and conditions set forth in this Contract. Beginning on July 1, 2017 the term of this agreement shall be for an initial term of one (1) year to and including June 30, 2018. At the expiration of the initial one (1) year term this Contract shall renew, upon the same terms and conditions contained in this Contract, for an additional one (1) year term unless County notifies Scanlon in writing that this Contract shall not be renewed at least six months prior to the expiration of the then current one (1) year term. In the event County elects to terminate Scanlon's employment prior the expiration of the (1) year term or prior to the expiration of any term that has been renewed, Scanlon shall receive the compensation and benefits set forth in this Contract for the remaining portion of the Contract or the remaining portion of any renewed Contract or twelve months of compensation and benefits set forth in this Contract, whichever is greater, in recognition and consideration for past service rendered the County. For purposes of complying with this paragraph, appropriations held as unencumbered fund balances in any fund or account of the County shall be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this paragraph of this Contract.

2. In the event that Scanlon should voluntarily resign his position as County Manager, he shall give the County not less than a minimum of one (1) months' notice. During this notice period, Scanlon shall, at the option of the Board of Commissioners, continue to work in the capacity of County Manager with the benefits of his existing compensation.

3. Termination for cause shall be effective immediately and entitle Scanlon to no further compensation. "Cause" is defined herein as: insubordination, conviction of a felony or

crime of moral turpitude, consumption of alcohol or control substances on County property during employment, intoxication on County property during employment, theft, embezzlement, assault on a co-worker, and sexual harassment.

COMPENSATION

1. For his services as County Manager, Scanlon shall be compensated at the annual rate of \$130,456.20, which shall be paid in equal increments on or before the first day of each month for the preceding months' work, or biweekly for the preceding two (2) weeks work, at the election of employer.

2. In addition to the above-stated salary, Manager shall receive such other benefits from his employment to the same extent as regular County employees. This includes, but is not limited to, hospitalization insurance, retirement contributions, and the like.

3. The County agrees to provide Scanlon an automobile for use in his employment. This automobile shall be maintained by the County including gasoline, repairs, tires, and the like.

PROFESSIONAL DEVELOPMENT

The County recognizes the importance of its Manager maintaining and acquiring extensive knowledge and expertise in local government management. To that end, County agrees to budget and pay travel, fees, tuition, and subsistence expenses for the Manager to travel and attend meetings, enroll in educational courses, attend seminars, and to otherwise pursue developmental courses of study. This shall include, but not be limited to, travel to any and all functions deemed advantageous for the County, such as the North Carolina City and County Management Association, the National Association of Counties Annual Meeting, the North Carolina Association of Counties Meetings, Institute of Government Meetings and Educational Programs, and the like. County also agrees to budget and pay for professional dues and

subscriptions necessary or desirable to enable the Manager to obtain and preserve a current knowledge of the subject matter necessary for the performance of his duties.

INSURANCE

In addition to maintaining Scanlon in the County's hospitalization and comprehensive medical insurance premiums, at County's expense, County does also agree to maintain professional liability insurance on Scanlon and to defend and hold him harmless against any tort, professional liability claim or demand or any other legal action, whether groundless or not, arising out of an alleged act or omission occurring in the performance of Scanlon's duties as County Manager. County will compromise and settle any such claim, in its discretion, as it deems appropriate, and pay the amount of any settlement or judgment, rendered thereon. However, Scanlon shall follow the instructions of County in such litigation, and shall fully cooperate with the County in defending such claims if the County determines that should be pursued.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the County Personnel Ordinance or Policy and Regulations and Rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays, disability, health and life insurance, and other fringe benefits and working conditions as they now exist, or hereafter may be amended, shall apply to the benefit and obligation of Scanlon unless otherwise provided herein.

HOURS OF EMPLOYMENT

It is agreed and understood that the position of County Manager is not an hourly compensation. It is also agreed and understood that the Manager shall frequently be required to work more than forty (40) hours in any given workweek and will often attend County meetings

and functions after a normal workday. Manager agrees to expend such time as is reasonably necessary to accomplish the duties and obligations of his employment. However, Manager, in the exercise of prudent discretion, may compensate himself by working less than forty (40) hours in some workweeks. Manager shall at all times be available to the Commissioners except vacation or sick leave.

OFFICE AND SUPPORT

The County shall provide to Scanlon a suitable office, appropriately furnished together with secretarial and administrative assistance commensurate with his position and appropriate for the performance of his duties.

AMENDMENTS AND MODIFICATIONS

No amendment or modification of this agreement shall be made unless the same is in writing and duly executed by the parties with the formality attending the execution of this agreement. Any verbal modification shall be deemed ineffective.

INTERPRETATION, CHOICE OF JURISDICTION, BINDING EFFECT

This agreement shall be interpreted under the laws of the State of North Carolina and in the event that any litigation should arise under this agreement, or the alleged failure of either party to perform hereunder, it is agreed and stipulated that jurisdiction shall be exclusively in the General Court of Justice in Currituck County, either Superior or District Court as the case may appear. This agreement replaces and supersedes any and all oral and written agreements between the parties and is binding upon and shall inure to the benefit of the heirs and estate of Scanlon.

IN WITNESS WHEREOF, the County of Currituck has caused this agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk to the Board and Scanlon has signed and executed this agreement, both in duplicate originals, the day and year first above written.

County of Currituck

By: _____

Bobby Hanig, Chair
Board of Commissioners

ATTEST:

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

Leeann Walton, Clerk to the Board

(COUNTY SEAL)

Finance Officer

NORTH CAROLINA, CURRITUCK COUNTY

I, the undersigned Notary Public, do hereby certify that Leeann Walton personally appeared before me and acknowledged that she is Clerk to the Board of Commissioners for Currituck County and that by authority duly given and as the act of Currituck County, the foregoing instrument was signed in its name by its Chairman, and attested by her as its Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal this the _____ day of _____, 2017.

My Commission expires: _____

Notary Public

(NOTARIAL SEAL)

Printed Name

Daniel F. Scanlon, II

NORTH CAROLINA, CURRITUCK COUNTY

I, a Notary Public for the above named State and County do hereby certify that Daniel F. Scanlon, II appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the _____ day of _____, 2017.

My Commission expires: _____

Notary Public

(NOTARIAL SEAL)

Printed Name