

NORTH CAROLINA

MECKLENBURG COUNTY

EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement, made and entered into as of the 1st day of July, 2010, by and between Mecklenburg County, a political subdivision of the State of North Carolina (hereinafter "Mecklenburg County"), the Employer, as party of the first part, and Harry L. Jones, Sr. (hereinafter called "Employee") as party of the second part;

WITNESSETH:

WHEREAS, Mecklenburg County has adopted the County Manager plan of government pursuant to N.C.G.S. 153A-81; and

WHEREAS, Mecklenburg County entered into an Employment Agreement with Harry L. Jones, Sr. dated as of October 2, 2000 as provided by N.C.G.S. 153A-81(1) for him to serve at its pleasure as County Manager; and

WHEREAS, the Employment Agreement was amended by the First Amendment to Employment Agreement as of December 16, 2003; and

WHEREAS, on September 7, 2005 the Board of County Commissioners authorized additional amendments to the Employment Agreement, which amendments, together with the amendments made by the First Amendment to Employment Agreement, are incorporated into this Amended and Restated Employment Agreement ("Agreement"); and

WHEREAS, on October 16, 2007 the Board of County Commissioners authorized an additional amendment to the Agreement, which amendment, together with prior amendments, are incorporated into this Agreement; and

WHEREAS, on November 18, 2008 the Board of County Commissioners authorized an additional amendment to the Agreement, which amendment, together with prior amendments, are incorporated into this Agreement; and

WHEREAS, on June 15, 2010 the Board of County Commissioners authorized an additional amendment to the Agreement, which amendment, together with prior amendments, have been incorporated into this Agreement.

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

Section 1. Duties.

Employee shall serve as County Manager of Mecklenburg County; he shall direct and supervise the administration of all County offices, departments and agencies; shall be responsible for preparation of the proposed annual budget and capital program; and shall perform such other duties as may be required or authorized by the Board of Commissioners, consistent with the General Statutes of North Carolina.

Section 2. Term.

- A. Pursuant to North Carolina law, Employee will serve as County Manager at the pleasure of the Board of County Commissioners, pursuant to the terms of this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Commissioners to terminate the services of Employee at any time, subject to the provisions set forth in Section 10 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with

Employee's right to resign at any time from his position as County Manager with Mecklenburg County, subject to the provisions as forth in Section 10 of this Agreement.

- D. This Agreement commenced on October 2, 2000 and has remained and shall remain continuously in force thereafter.

Section 3. Salary.

Mecklenburg County agrees to pay Employee for his services rendered pursuant hereto at an annual base salary as set by the Board of Commissioners. (The initial annual base salary of Employee was \$145,000, and was changed to \$187,200 as of the beginning of fiscal year 2005-2006. This salary may be changed by the Board of Commissioners as provided in this Agreement without the necessity of amending this Agreement.) The Employee shall be paid in installments at the same time as other employees of Mecklenburg County are paid. Employee shall not be included within Mecklenburg County's salary administration plan for other employees, except that Employee shall be entitled to receive longevity pay as provided in the Classification Compensation Policy, or any successor policy that provides for the payment of longevity pay..

Section 4. Performance Evaluation.

The Board of Commissioners shall conduct performance evaluations of Employee in August of each year of this Agreement. The Board of Commissioners may alter Employee's base salary, expense allowance, and/or other benefits, and/or grant a cash award to Employee, in such amounts and to such extent as it deems appropriate on the basis of its annual performance evaluations. Employee's performance evaluations shall be conducted in accordance with specific criteria developed after consultation between the Board of Commissioners and Employee. Said criteria may be added to or

deleted as the Board may from time to time determine, after consultation with Employee. The Chairman of the Board of Commissioners shall provide Employee, at his request, with a written summary statement of the findings of the Board and provide an adequate opportunity for Employee to discuss his evaluations with the Board of Commissioners.

Section 5. Expense Allowance.

Employee will be required to furnish his own automobile for business purposes, and will be paid a monthly allowance for automobile and other expenses. (The initial monthly expense was \$500.00 and was changed to \$900.00 effective July 1, 2005. For FY 2011, the annual expense allowance shall be \$12,149. This amount shall be increased each fiscal year thereafter by the increase in the United States Department of Labor, Bureau of Statistics, Consumer Price Index for all Urban Consumers (CPI-U) for the prior twelve (12) months using the CPI-U published for June of each year. The increase shall be rounded to the nearest dollar.)

This allowance will cover use of his car and related automobile expenses within North Carolina. Should Employee travel outside North Carolina on County business, then he will be reimbursed per Mecklenburg County's adopted policy on reimbursement of business travel expenses. Employee shall be provided a parking space, at no cost to him, at a location convenient to Employee's business office which he may utilize to park his personal vehicle which he uses for County business.

Section 6. Vacation, Sick Leave, and Other Fringe Benefits.

Employee will be eligible for the normal fringe benefits (including health and life insurance) and sick leave as accorded other County employees. In addition, Mecklenburg County agrees to pay for health insurance for Employee's spouse.

Section 7. Retirement.

Employee shall be part of the State administered local government retirement system and shall be eligible to participate in any matching deferred compensation program offered by Mecklenburg County to the same extent as other employees. In addition, beginning fiscal year 2005-2006, Mecklenburg County shall pay Employee an additional \$12,000 over and above his regular salary ("deferred compensation amount") to be used by Employee to make contributions to any voluntary retirement plan offered to other Mecklenburg County employees, as selected by Employee. For future fiscal years, the deferred compensation amount to be paid to Employee shall be increased by a percentage equal to the annual percentage increase, if any, in the Employee's base salary, rounded to the nearest dollar.

Section 8. Dues and Subscriptions.

Mecklenburg County agrees to budget and pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the continued professional participation, growth and advancement, and for the good of Mecklenburg County.

Section 9. Professional Development.

Except as provided in Section 5, Mecklenburg County agrees to budget and will pay for the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Mecklenburg County. Except as provided in Section 5, Mecklenburg County also agrees to budget and to pay for the travel and subsistence expenses of Employee for

short courses, institutes and seminars that are necessary for his professional development and for the good of Mecklenburg County.

Section 10. Termination and Severance Pay.

- A. In the event that Employee elects to terminate his employment pursuant to this Agreement, Mecklenburg County 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 Agreement shall be of no further force and effect whatsoever, and each of the parties hereto shall be relieved of their obligations thereunder.
- B. In the event that Mecklenburg County elects to terminate this Agreement without cause, Employee shall be entitled to compensation and benefits as set forth in Sections 3, 6 and 7 of this Agreement (but not Section 5) for a period of six (6) months from the date of the actual termination. Unless otherwise mutually agreed upon, Employee shall receive such compensation and benefits on the same basis as specified in this Agreement. In addition, if Employee is terminated without cause prior to December 31, 2011, Employee shall be treated as if he had completed 20 years of service with Mecklenburg County so that he would be entitled to receive health insurance coverage on the same basis as other employees hired before July 1, 2010 who retired with 20 years of service with Mecklenburg County, and the County will continue payment for health insurance benefits for Employee's spouse until she becomes Medicare eligible without regard to his retirement or termination.

- C. In the event that the Employee is guilty of unlawful conduct, gross negligence in the performance of his duties, gross or willful misfeasance, or gross or willful malfeasance, then Mecklenburg County shall have the right to terminate this Agreement immediately. In that event, Mecklenburg County shall have no obligation to provide any further benefits thereafter as set forth in this Agreement, including the salary as set forth herein. Provided, however, if Employee is terminated prior to December 31, 2011, Employee shall be treated as if he had completed 20 years of service with Mecklenburg County so that he would be entitled to receive health insurance coverage on the same basis as other employees hired before July 1, 2010 who retired with 20 years of service with Mecklenburg County, and the County will continue payment for health insurance benefits for Employee's spouse until she becomes Medicare eligible without regard to his retirement or termination.

Section 11. Indemnification.

Mecklenburg County shall defend, indemnify and save harmless 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 in the same manner as Mecklenburg County provides such protection for other employees, and as provided by State law.

Section 12. Bonding.

Mecklenburg County shall bear the full cost of any indemnity or other bonds required of Employee under any law or ordinance.

Section 13. No Reduction of Benefits.

Mecklenburg County shall not, during any period between the annual performance evaluations provided for in this Agreement, reduce the salary, expenses, or other financial benefits of Employee, except to the degree of such an across-the-board reduction for all employees of Mecklenburg County.

Section 14. Other Terms and Conditions.

The Board of County Commissioners, in consultation with Employee, shall fix such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law.

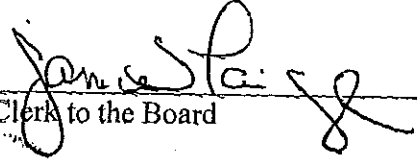
Section 15. General Provisions.

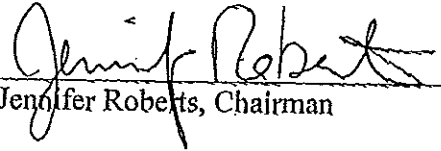
- A. The text herein shall constitute the entire agreement between the parties.
- B. This Amended and Restated Employment Agreement shall become effective commencing July 1, 2008.
- C. If any provision, or any portion of this Agreement is held unconstitutional, invalid, or otherwise unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Mecklenburg County Board of Commissioners has caused this Agreement to be signed and executed in its behalf by its Chairman, and duly attested by the Clerk to the Board, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

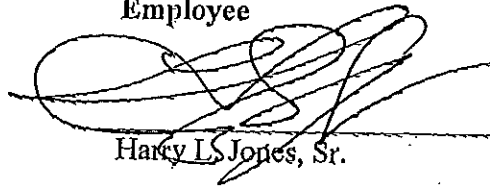
Mecklenburg County

ATTEST:



Clerk to the Board

By: 
Jennifer Roberts, Chairman


Employee


Harry L. Jones, Sr.

APPROVED AS TO FORM:


County Attorney

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


Director of Finance