

CONTRACT FOR EMPLOYMENT

This Contract is made and entered into this 1st day of September, 2019 by and between the JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY, an Authority created under the laws of North Carolina (hereinafter called "Employer" or "JCTDA"), and NICHOLAS J. BREEDLOVE, (hereinafter called "Employee"). Employer and Employee agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ Employee to serve as Executive Director of the Jackson County Tourism Development Authority; and,

WHEREAS, Employee desires to accept employment as the Executive Director of the Jackson County Tourism Development Authority; and

WHEREAS, It is the intent and purpose of Employer and Employee to state in this Agreement the terms and conditions of their employment; 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 assume the position, responsibilities and duties of Executive Director of the JCTDA on **September 1, 2019**. As Executive Director, Employee shall report to the JCTDA Board, but shall communicate with and be directed by the Chairperson of the Authority and the Executive Committee when the Authority is not in session.

Section 2 Duties and Authority

Employer agrees to employ Employee to perform the functions and duties of Executive Director of the JCTDA and as Executive Director he shall have at all times, subject to the NC laws and the Resolution of the Jackson County Board of Commissioners and bylaws

and powers of the Board of Directors, hereinafter the “formation documents”, the power and authority to supervise, and control the business of the JCTDA, and, in general, to perform all of the duties and exercise all of the powers usually incident to the position of the Executive Director and as stated and agreed upon as duties and responsibilities in the essential job description for the JCTDA Executive Director, incorporated herein, or those which may be assigned to him by the Board of Directors or Executive Committee including, but not limited to, promoting at all times the purpose of the JCTDA as set forth in the formation documents. Employee shall devote his full time and best efforts (reasonable vacation time and absences excepted) to the performance of his duties under the Agreement. Employee shall conduct himself at all times in such a manner as to maintain the JCTDA’s good reputation. Employee must attend all meetings of the Board of Directors and Committees, except that he may be excluded from those meetings at which his compensation is being discussed. Employee shall report to the Board of Directors and to the Executive Committee on the progress and affairs of the JCTDA.

Section 3 Term

This Contract for Employment shall begin September 1, 2019 and continue through August 31, 2022 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

- a. In the event that Employee elects to terminate his employment pursuant to this Contract, Employer shall be entitled to at least ninety (90) days advance written notice to the Chairman of the Board of the JCTDA. 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.
- b. Termination by Employer Without Cause: If at any time the Employer decides to terminate the employment of the Employee and cancel this Contract (other than at the end of the term), the Employer shall pay the Employee the sum equal to four (4) months salary and all other benefits hereunder for four (4) months. In the event the balance of the term of the contract is less than four (4) months, then the Employee shall be compensated for salary and benefits through the end of the term. Employer shall provide the Employee ninety (90) days advance notice of such election to terminate the employment.

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 his duties
- e. Commission by Employee of an act contrary to his 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 any other compensation to Employee.

Section 6 Disability

If Employee becomes permanently disabled or is otherwise unable to perform his 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.

Section 7 Compensation

- a. Employer agrees to pay Employee for his services an annual base salary of \$70,000 from September 1, 2019 through August 31, 2020, payable in accordance with the payroll practice of the JCTDA and withholding deductions as may be required by law. The base salary will increase to \$75,000 from September 1, 2020 through August 31, 2021 and the base salary will increase to \$80,000 from September 1, 2021 through August 31, 2022.
- b. As additional consideration for this Contract, Employer shall pay Employee a signing bonus of \$2500 once all parties have signed the Contract. Employee shall receive a retention bonus of \$2500 if the Employee is still employed by Employer on August 31, 2020. A \$5000

retention bonus will be paid to Employee if Employee is still employed by Employer on August 31, 2021 and a retention bonus of \$5000 will be paid to Employee if still employed by Employer on August 31, 2022.

- c. Performance Incentive Program: It is the intent of the Parties to establish an annual performance incentive program beginning in the second year of this Contract. Employee may be awarded incentive pay of up to \$5,000 for the second year of this Contract, September 1, 2020 through August 31, 2021 and up to \$10,000 for the final year of this Contract, September 1, 2021 through August 31, 2022 that will be calculated based on the criteria to be set forth by Employer on an Exhibit "A" to this Contract and incorporated as if fully set forth herein once formulated.
- d. In the event Employer chooses not to renew Employee's employment at the expiration of the Contract, it shall notify Employee in writing sixty (60) days prior to the expiration of the Contract. Otherwise the Contract shall be extended for an additional one-year term under the same terms of employment and compensation in place during the last year of the Contract, September 1, 2021 through August 31, 2022. If it is the desire of the Employer and Employee to continue a working relationship, a new Contract should be negotiated and signed during this extension setting forth the continued terms of employment.

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, as an exempt employee, Employee will not be entitled to compensatory time. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the JCTDA.

Section 9 Outside Activities

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

Section 10 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 IRS standard mileage rate for any business use of the Employee's vehicle.

Section 11 General Business Expenses

- a. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee reasonably necessary for continuation and 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 reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee.

Section 12 Benefits

All provisions of the Employer's personnel rules and regulations relating to paid time off accrual and use, holidays, retirement, 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 13 Other Benefits

Because Employee was in this same position as a Jackson County Employee prior to September 1, 2019, upon commencing employment with Employer, the Employee shall be credited with his time as a County Employee as it relates to paid time off. There will be no ninety (90) day probationary period for insurance for Employee and all benefits will apply upon commencement date of employment.

Section 14 Non-Competition

For a period of one year after termination, if this Contract is terminated pursuant to Section 4 (a) or Section 5 of the Contract, Employee shall not anywhere in Macon, Swain, Haywood, Buncombe, or Transylvania Counties, directly or indirectly, other than on behalf of Employer, engage, or cause another person to engage, as a principal, owner, shareholder, director, officer, partner, member, agent, employer, employee, consultant or otherwise in the provision of services the same or similar to those that Employee rendered on behalf of Employer in the twelve months prior to termination. This Section will not apply during the extension term of the Contract set forth in Section 7 (d) of the Contract.

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.
- d. **Notice.** Any notice under the Contract shall be sufficient if it is in writing and sent by registered or certified mail, addressed to Employee at the most recent address provided to payroll and to Employer in care of the Board Chair at the address provided on the Board Membership roster.
- e. **Governing Law.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- f. **AFFIRMATION. EMPLOYEE ACKNOWLEDGES THAT HE HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL IN THE NEGOTIATION OF THIS CONTACT, HAS CAREFULLY READ THE CONTRACT, KNOWS AND UNDERSTANDS ITS TERMS AND CONDITIONS, AND HAS HAD THE OPPORTUNITY TO ASK EMPLOYER QUESTIONS HE MAY HAVE HAD PRIOR TO SIGNING THE CONTRACT.**

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Jackson County Tourism Development Authority has caused this Contract to be executed in its behalf by the Chairman of its Board of Directors and duly attested by the Clerk or Secretary to such Board, and the Employee has executed this Contract, in duplicate originals, on the ____ of _____, 2019.

JACKSON COUNTY TOURISM DEVELOPMENT
AUTHORITY, Employer

By: _____
Ann Self, Chairman, Jackson County Tourism
Development Authority

ATTEST:

Kathy Korb, Secretary Jackson County Tourism
Development Authority

NICHOLAS J. BREEDLOVE, 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, Finance Officer