

Anson County
North Carolina

CONDITIONAL OFFER & EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed and entered into this 8th day of January 2018, by and between the Town of Wadesboro, a political subdivision of the State of North Carolina (hereinafter also referred to as "Town"), the Employer; and Raymond I. Allen a citizen and resident of Stanly County (hereinafter called "Manager"), the Manager;

WITNESSETH:

THAT, WHEREAS, Town desires to employ, on an interim basis, the professional services of Manager as Town Manager for the Town of Wadesboro and Manager has accepted said position subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Town, through the Town Council (hereinafter called "Board"), and Manager agree as follows:

1. SCOPE OF EMPLOYMENT: The Board recognizes that Manager previously served as Town Manager of the City of Albemarle. The Board also recognizes that Manager is retired from the City of Albemarle and any employment with the Town of Wadesboro will be limited to One Thousand (1000) hours per years and as otherwise required by law. The Manager does not desire to commit to a permanent position at the Town.
2. EMPLOYMENT & DUTIES: The Town hereby employs Manager as Town Manager and Finance Officer effective January 26, 2018, to serve in such capacity on an ongoing interim basis until the Town shall recruit and hire a permanent Town Manager. During this interim period, Manager agrees to perform his duties in accordance with the Town Manager job description and in accordance with such laws, ordinances, and policies as may apply to such position and responsibility. In addition to, Manager shall assist the Town of Wadesboro in its efforts to secure employment of a qualified permanent Town Manager. Prior to the start date of January 26, 2018, the Manager and current/soon-to-be departing Town Manager shall arrange for several mutually agreed to days for Manager to come shadow Town Manager. During these days, the terms and conditions of this contract apply.
3. TERM: The interim will work at the pleasure of the Town Council. It is understood between the parties that this agreement is for a limited term of no specific duration and may be terminated by the Town, with or without cause, with a minimum of seven (7) days advance written notice; and by the Manager as to Town with a minimum of thirty (30) days advance written notice, with or without cause.
4. HOURS OF WORK: Manager is limited by the North Carolina Retirement System to work no more than One Thousand (1000) hours in any year in the performance of his duties during the course of his employment. The Town expects the Manager to work between 3 to 4 days per week on average and set a relatively regular work schedule including Mondays so that the Town Council, Town Staff, and the community can expect when Manager will be available. However, the Town recognizes that

ATTACHMENT A
JANUARY 8, 2018 MINUTES

Manager is an experienced municipal administrator and that Manager has the flexibility to set work hours to best address work demand. Regardless, the Manager shall not work more than 4 days per week (totaling 32 hours) and no less than 2 days per week (totaling 16 hours) unless otherwise approved by the Mayor for good cause. In addition to the officer hours, Manager shall attend all regular and special Town Board meetings.

5. COMPENSATION: For all services rendered by Manager, Town will pay the Manager, in accordance with the Town's customary payroll schedule, an amount of \$52.83 per hour for each hour worked. In addition, the Manager will be paid a mileage and expense reimbursement of \$50 per week. The Manager shall not receive any other compensation/benefits. Personnel leave, vacation time, and sick leave shall be without pay unless specifically approved by the Town Council. Manager shall comply with all applicable laws and is responsible for compliance with the limitations of the N.C. Retirement System.
6. ENTIRE AGREEMENT: This agreement contains the entire understanding and agreement of the parties and shall be binding upon and shall inure to the benefit of the heirs at law and person representative of Manager. It shall be changed only by agreement in writing signed by both parties. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.
7. RESIDENCY: The interim will not be required to reside in the Town of Wadesboro.
8. ASSIGNMENT: This agreement may not be assigned by either party.
9. PRE-AUDIT CERTIFICATE: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its clerk and executed this agreement this 8th day of January, 2018.

ATTEST:



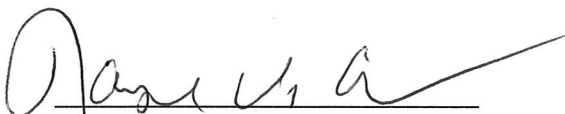
Mayor



Town Clerk

(Seal)





Raymond I. Allen