

"COUNTY"

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT TO EMPLOY TAX DIRECTOR

THIS AGREEMENT is hereby made and entered into this 12th day of March, 2014, by and between **GUILFORD COUNTY**, a governmental entity, acting by and through its duly authorized officers, hereinafter referred to as the "County" and **BEN CHAVIS**, hereinafter referred to as the "Employee" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Employee was appointed as Tax Director by the Guilford County Board of County Commissioners during a meeting held on July 11, 2013; and

WHEREAS, the Parties agree as follows:

1. Purpose of Contract. County contracts and employs Employee to perform and serve at the direction and pleasure of the Guilford County Board of County Commissioners serving as Tax Director and to render all services required as Tax Director.
2. Term. The term of this agreement is a two-year period effective July 1, 2013. The term of this employment contract shall remain in full force and effect from the date of execution set out below until June 30, 2015, or until terminated by the County or the Employee as provided in Sections 6 and 8 of this agreement. The term may be renewed by the County at any time prior to the conclusion of the initial term; however, if the County intends to not renew the term it must inform Employee at least sixty (60) days prior to the end of his term.
3. Commencement of Employment. The Employee shall assume all duties and responsibilities as Tax Director, and the County's obligation, including payment of salary and provision of other benefits associated with the position, commenced on July 1, 2013 (the "Commencement Date").
4. Compensation of Employee.
 - a. Base Salary. County agrees to pay Employee an annual base salary of \$113,000.00, payable in installments at the same time that the other management employees of the County are paid.
 - b. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the County's compensation policies.
 - c. Consideration shall be given on an annual basis to increase compensation dependent on the results of the performance evaluation conducted under the provisions of Section 9 of this Agreement. Increased compensation can be in the form of a salary increase and/or bonus. Employee shall be eligible for salary increases provided to other county employees based on factors other than performance such as cost of living adjustments based on economic indicators.

- d. County agrees to provide and pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee equal to that which is provided to all other full-time employees of the County.
- e. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees, department directors or general employees of the County as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

5. General Business Expenses.

- a. County agrees to budget and pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable to the Employee's continued professional participation, growth and advancement, and for the good of the Employer.
- b. County agrees to budget for and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, conferences and occasions necessary to adequately continue the professional development of the Employee and to pursue necessary official functions of the County including but not limited to the North Carolina Association of Assessing Officers or other local governmental groups and committees in which the Employee serves as a member or participant.
- c. The County acknowledges the value of having the Employee participate and be directly involved in local civic clubs and organizations. Accordingly, County may, in its discretion, pay for the reasonable membership fees and or dues to enable the Employee to become an active member in one local civic club or organization.

6. Termination. For the purpose of this agreement, termination shall be made consistent with N. C. Gen. Stat. 105-294 and shall occur when:

- a. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting; or
- b. The Employee resigns following an offer to accept resignation, whether formal or informal by the County as a representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion; or
- c. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or County. Written notice of breach of contract shall be served simultaneously to the Chairman of the Board and the County Attorney.

7. Final Compensation.

- a. In recognition and consideration of acceptance of an appointed position as Tax Director Final Compensation shall be paid to the Employee when employment is terminated as defined as follows:
 - i. If the Employee is terminated for any reason other than resignation or retirement, County shall provide a final compensation payment equal to two (2) months' salary at the current rate of pay. This final compensation shall be paid in a lump sum unless otherwise agreed to by the County and Employee.

Final compensation shall not be made if the Employee is terminated due to gross misconduct.

- ii. The Employee shall also be compensated for all accrued, vacation time and all paid holidays. The County agrees to make a contribution to the Employee's LGERS retirement account and NC 401 (k) account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
- iii. If the Employee is terminated following a conviction of a felony, then the County is not obligated to pay Final Compensation under this section.

8. Resignation. In the event that the Employee voluntarily resigns of his position with the County, the Employee shall provide a minimum of thirty (30) days notice unless the parties agree otherwise.

9. Performance Evaluation. Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the County and the Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

10. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the County, and to that end the Employee shall be allowed to establish an appropriate work schedule ensuring frequent communication with the Board of County Commissioners.

11. Exclusive Service. Employee shall devote his full working time and attention to the duties of the Guilford County Tax Department. During the term of this Agreement, employee shall not, without the written consent of the County, directly or indirectly render services of a professional nature to or for any person or agency for compensation, or engage in any practice that competes with the interest of County.

12. Professional Standards. Employee shall perform his duties under this Agreement in accordance with applicable rules of ethics afforded to the position and in accordance with Guilford County Personnel Regulations.

13. Records and Files. All records and files concerning the County shall belong to and remain the property of the County. Upon termination of his employment employee shall not be entitled to keep or reproduce County's records or files unless specifically authorized by the County.

14. Indemnification. County shall, to the extent allowed by North Carolina law and within the provisions of a resolution passed by the Board of Commissioners pertaining to defense of County officers and employees adopted March 15, 1990 (as it may be amended) save and hold harmless the 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 duties as Tax Director. County will defend and/or compromise and settle any such claim or suit and pay the amount of any settlement or judgment thereon, consistent with said resolution.

15. Bonding. County shall bear the cost of any fidelity or other bonds required for the Employee under any law or ordinance.
16. Modification of Agreement. No modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding unless contained within a written Contract Amendment properly approved and executed by each Party.
17. Assignment of Rights. The rights of each Party to this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.
18. Notices. Any notice provided for or concerning this Agreement shall be in writing, and shall be deemed sufficiently given when sent by certified or registered mail.
19. Paragraph Headings. The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretations of the provisions of this Agreement.
20. Governing Law. This Agreement is subject to the jurisdiction and laws of the State of North Carolina.
21. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
22. Effect of Partial Invalidity. 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 subsequent to the expungement of the invalid provision.
23. Entire Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the Parties hereto.

NOW, THEREFORE, the Parties hereto have executed this Agreement in duplicate originals, on to be retained by each Party.

GUILFORD COUNTY

ATTEST:

William "Bill" S. Bencini, Jr. 4/3/2014
Date
Chairman of the Board

Robin Keller 4/8/14
Date
Clerk to Board

Marty K. Lawing 4-9-14
Date
County Manager

(COUNTY SEAL)



TAX DIRECTOR:

WITNESS:

Ben Chavis 3-13-14
Date
Ben Chavis

Christol S. Murphy 3/13/14
Date

Print: Christol S. Murphy

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

N. Reid Baker, III 3/14/14
Date
Finance Director

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