

MINUTES
TOWN OF PITTSBORO
BOARD OF COMMISSIONERS
SPECIAL MEETING
WEDNESDAY, OCTOBER 3, 2012
7:00 P.M.

Mayor Voller called the meeting to order and stated the purpose of the meeting is to go into closed session to discuss appointing an interim Town Manager.

Motion made by Commissioner Baldwin seconded by Commissioner Foley to go into closed session pursuant to GS 143-318.11(a)(6) to consider qualifications of candidates and conditions for initial employment of an interim Town Manager and in open session for the appointment of an interim Town Manager.

Vote Aye-5 Nay-0

Motion made by Commissioner Foley seconded by Commissioner Baldwin to go out of closed session.

Vote Aye-5 Nay-0

Motion made by Commissioner Foley seconded by Commissioner Baldwin to appoint Bob Morgan as Interim Town Manager.

Vote Aye-5 Nay-0

Motion made by Commissioner Fiocco seconded by Commissioner Baldwin to approve the contract with Bob Morgan for Interim Town Manager.

Vote Aye-5 Nay-0

Contract is as follows:

**CHATHAM COUNTY
NORTH CAROLINA**

AGREEMENT FOR EMPLOYMENT AS INTERIM TOWN MANAGER

THIS AGREEMENT for Employment as Interim Town Manager (hereinafter "Agreement") is made and entered into effective as of this the 3rd day of October 2012 by and between the Town of Pittsboro, North Carolina (hereinafter "Town"), by and through the Town Board of Pittsboro (hereinafter "Board") and Robert W. Morgan, (hereinafter "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the Interim Town Manager of the Town.

WITNESSETH:

WHEREAS, the Board and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the Town's charter and personnel policies, that will uphold the principle of "serving at the pleasure of the Board,"

that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the Town's budget;

WHEREAS, the Town desires to employ the services of the Manager as the Interim Town Manager of the Town, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the Interim Town Manager of the Town, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of the Manager accepting employment with the Town, and other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the Town and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties.

The Board hereby employs the Manager as Interim Town Manager to perform the duties and functions as specified in the Town Charter, the Laws of the State of North Carolina, this Agreement, and as the Board shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall report for work and the duties as well as employment of the Manager shall commence on October 4, 2012 (the "Commencement Date").

The Manager shall assist any subsequently hired Town Manager in his/her transition for a reasonable amount of time, as may be required by Board.

Section 2. Term.

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and Manager shall serve as Interim Town Manager, until a permanent Town Manager commences work, but in no event later than January 4, 2013.

Section 3. Salary.

Town agrees to pay the Manager sixty-five dollars (\$65.00) per hour, payable in weekly pay periods or at the same time as other employees of the Town are paid.

Section 4. Automobile, Lodging, Meals, and Cell Phone.

The Town will reimburse the Manager for miles traveled outside of Chatham County on Town business at the IRS allowable rate of \$.55 cents per mile. The Manager will be reimbursed for any necessary and reasonable lodging, meal expenses (at \$35.00 per Diem), and incidentals that are related to his employment hereunder incurred outside of Chatham County.

The Manager will provide his own vehicle while conducting Town business in the Town and within Chatham County. Unless otherwise specifically provided for herein, auto expenses and the use of personal cell phone are included in the Manager's hourly rate. Manager will be reimbursed at the IRS

allowable rate of \$.55 cents per mile for the use of his personal vehicle on Town business outside of Chatham County.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any Town employee benefits except those mentioned herein.

- Paid Town holidays

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by Town Ordinances, the Town shall defend, save harmless and indemnify the Manager 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 the Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "wrongful act" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Town or the Manager as to any third party; and provided further that the Town shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official capacity as Interim Town Manager, grossly negligent or intentionally wrongful. The Town may compromise and settle any such claim or suit, and will pay the amount of any settlement reached or judgment rendered on such claim or suit, for which the Town has a duty to defend, save harmless and indemnify the Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 7. Hours of Work and Time Off.

It is recognized that the Manager will work a cumulative total of no more than five (5) days per week, with one day equal to eight (8) hours. Based upon need and necessity, the Manager will work additional hours per week. The Manager will have the opportunity to use petty time for time worked over compensated time as well leave without pay for personal business. It is anticipated that the Manager will normally begin his work week on Mondays and end his work week on Fridays', but the parties may adjust that schedule so that he may be available and working on days, or parts thereof, on which Board has scheduled a meeting of Board.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the Town. The Manager also agrees to respond to the Town for emergency situations.

Section 8. General Provisions.

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Chatham County, North

Carolina.

- B. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the Town and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- C. Amendment. This Agreement shall not be modified or amended except by a vote of the Board and, upon approval of the Board, a written instrument executed by the Manager and the duly authorized representative of the Board.
- D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Board and this Agreement may be terminated and canceled by Board, with or without cause, at any time and without recourse from the Manager. This Agreement shall be null and void upon receipt of a written notice from either the Town or the Manager requesting termination of the Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Town and the Manager have executed this Agreement effective as of the date first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

THE TOWN OF PITTSBORO

Chief Financial Officer

TOWN OF PITTSBORO, NORTH CAROLINA

Mayor

ATTEST:

Town Clerk

(Town Seal)

AGREED AND ACCEPTED this the _____ day of _____, 2012.

Robert W. Morgan, Interim Town Manager

A CONTRACT WITH ROBERT MORGAN FOR INTERIM TOWN MANAGER IS RECORDED IN THE BOOK OF RESOLUTIONS NUMBER ONE, PAGES 115-118

Attorney Messick stated before going into the interview process you need to decide a salary range and know what benefits the Town provides.

After discussion about travel expenses and hotel accommodations a motion was made by Commissioner Baldwin seconded by Commissioner Fiocco to reimburse/pay for travel expenses and hotel accommodations for out of state candidates.

Vote Aye-4 Baldwin/Foley/Fiocco/Foley Nay-1 Farrell

Motion made by Commissioner Fiocco seconded by Commissioner Foley to adjourn at 7:50 p.m.

Randolph Voller, Mayor

ATTEST:

Alice F. Lloyd, CMC, NCCMC
Town Clerk