North Carolina
Transylvania County **Employment Agreement**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the City of Brevard, North Carolina, a municipal corporation, hereinafter called "Employer or Governing Body" as party of the first part, and WILSON HOOPER, _____ _____, hereinafter called "Manager", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to secure the services of said WILSON HOOPER, as City Manager of the City of Brevard, North Carolina, as provided for in the City Charter; and

WHEREAS, it is the desire of the Governing Board, hereinafter called "Governing Body" to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Manager; and

WHEREAS, it is the desire of the Governing Body to (1) retain the services of WILSON HOOPER, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Manager's services at such time that Employer may desire to terminate his employ; and

WHEREAS, Manager desires to begin employment as City Manager of the City of Brevard;

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

Section 1. Powers and Duties of the Local Government Manager

A. Employer hereby agrees to retain WILSON HOOPER as Manager of the City of Brevard to perform the functions and duties specified in the City Code, City Charter, North Carolina General Statutes and herein, and as otherwise reasonably assigned to him from time to time by the Governing Body.

B. Neither the Governing Body, nor any of its members shall direct or request the appointment of any person to, or removal from, office by the Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the City, except where expressly provided for by City Charter or state law. However, this will not preclude a Board member from communicating with an employee with respect to getting information that will be, or has been, brought before the Board. Neither does it preclude an employee from discussing with a Board member a grievance with the Manager that has not been handled to his/her satisfaction or in a professional, courteous, and respectful manner.

C. The Manager shall be the Chief Administrative Officer of the City of Brevard, NC. He may head one or more departments and shall be responsible to the Governing Body for

the proper administration of all affairs of the City of Brevard. To that end, he shall have the power and be required to:

1. Appoint and, when necessary in his judgment for the good of the City, suspend or remove any employee of the City, except as otherwise provided herein or by the City Charter or State Law.

2. Prepare the budget annually, including all funds of the City of Brevard, without exception, and submit it to the Governing Body together with a message describing the important features, and be responsible for its administration after adoption.

3. Oversee the submission of an annual report to the Governing Body on the finances and administrative activities of the City of Brevard as of the end of each fiscal year.

4. Direct and supervise the administration of all departments, offices, and agencies of the City of Brevard, subject to the general direction of the Governing Body.

5. Keep the Governing Body advised of the financial condition and future needs of the City, and make such recommendations, as he shall deem advisable.

6. Recommend to the Governing Body, adoption of a pay and compensation philosophy and policy, which shall guide his administration of the compensation system.

7. Recommend to the Governing Body, adoption of such measures, as he may deem necessary to expedient for the health, safety or welfare of the City, or the improvement of the administrative services.

8. Attend all meetings of the Governing Body, unless excused therefrom, and take part in the discussion of all matters coming before the Governing Body.

9. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; advise the Governing Body on the advantages or disadvantages of contract and bid proposals; and issue rules governing purchasing procedures within the administrative organization.

10. See that all laws and ordinances are duly enforced.

11. Investigate the affairs of the City or any department or division thereof. Investigate all complaints in relation to matters concerning the administration of the government of the City, and in regard to service maintained by the public utilities in the City, and see that all franchises, permits, and privileges granted by the City are faithfully observed.

12. Perform other such duties as may be required by the Governing Body, not inconsistent with the City Charter, law or ordinances, or this Agreement.

Section 2. Term

A. The Manager serves at the pleasure of the Governing Body and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Governing Body to terminate the services of the Manager at any time subject only to the provisions of Section 3 of this Agreement.

B. The term of this Employment Agreement shall begin at 12:01 a.m. on January 1, 2025, and shall continue until terminated with or without cause by the Governing Body as herein provided.

C. In the event Manager voluntarily resigns before expiration of the term of this Agreement, then Manager shall give the Governing Body at least ninety (90) days' advance notice unless the parties agree otherwise.

D. Manager agrees to remain in the exclusive employ of the City of Brevard during the terms of this Agreement. The term "employed", however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on Manager's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Brevard. In the event overnight travel is required for such non-Employer-related business, the Governing Body shall be notified in advance. *De minimis* use of City equipment for such purposes is hereby authorized.

E. Manager shall reside within the corporate limits of Transylvania County during the term of this Employment Agreement.

Section 3.

A. Termination for Cause. Throughout the term of this Employment Agreement, the Manager shall be subject to discharge for cause (as herein defined). For purposes of this Agreement, the Governing Body shall have "cause" to terminate this Agreement upon a determination by the Board, in good faith, that Manager (A) has breached in any material respect any of the terms or conditions of this Agreement or any City Policy, including those related to his duties under this agreement; (B) engages in conduct involving gross negligence, willful misconduct or insubordination; (C) engages in conduct that by common judgment reflects significantly unfavorably upon the Manager's ability to continue to serve and to perform the essential functions of his office; (D) is convicted of a felony or misdemeanor involving moral turpitude; or (E) receives a sanction or censure from the International City Manager Association for violation of its code of ethics. Manager's refusal to comply with a directive from Council that violate the ICMA Code of Ethics shall in no event serve as a cause for termination.

The Board also shall not arbitrarily or capriciously call for the termination of the Manager for cause, and the Manager shall have the right to receive written grounds for his discharge, a fair hearing before the Board, and at least ten (10) days' written notice of said charges and hearing. At such hearing before the Board, the Manager shall have the right to be present and to be heard, or represented by counsel, and to present through witnesses any testimony relevant to the grounds of discharge identified by the

City Council for his termination. A transcript of the record of the proceedings before the City Council shall be made available without charge to the Manager. If the Manager chooses to be accompanied by legal counsel at the hearing before the City Council, the Manager will assume the cost of his legal expenses.

B. Termination without Cause and Severance Pay. In the event the majority of the Governing Body takes action to terminate the employment of the Manager without cause under this Agreement, and during such time as the Manager is willing and able to perform his duties under this Employment Agreement, then the Employer agrees to pay the Manager up front, a lump sum cash payment for all accrued vacation, holiday, or other leave owed to Manager through the termination date; thereafter, Manager will receive salary compensation (including the City of Brevard's share of Manager's contribution to the Local Government Retirement System) and continued health insurance coverage for himself and his dependents for a period of up to twelve (12) months as severance pay. No other benefits such as an automobile or cellular allowance, or accrual of leave time will be provided during this period of up to twelve (12) months. It is expressly agreed between the parties, however, that Manager will receive salary compensation (including the City of Brevard's share of Manager's contribution to the Local Government Retirement System), and continued health insurance coverage only until Manager secures other comparable employment. Such severance pay shall terminate upon the date of Manager's commencement of comparable employment elsewhere, or at the end of a period of twelve (12) months from the termination of the Manager's employment without cause whichever event sooner occurs.

C. In the event the Governing Body at any time reduces the salary, compensation, or other benefits of the Manager in a greater amount than an applicable across-the-board reduction for all employees of the City, or in the event the Governing Body refuses to comply with any other provision benefiting the Manager herein, then and in that event, Manager may at his option, be deemed to be terminated without cause as provided herein.

D. Should the Manager be permanently disabled or 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, the Governing Body shall have the right to terminate this Agreement subject to the severance provisions of Section 3B and 3C above.

E. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered into by Manager and Governing Body.

F. Contemporaneously with the delivery of the severance pay herein above described, Employee agrees to execute and deliver to Employer a release, releasing Employer of any and all claims that Manager may have against Employer.

Section 4. Salary and Deferred Compensation

A. Employer agrees to pay Manager at the annual base salary of ONE HUNDRED FIFTY TWO THOUSAND DOLLARS ($152,000), payable bi-weekly (annual base salary does not include vehicle and cellular phone allowance).

B. In addition to Manager's annual base salary, Manager shall receive a contribution of 5% of its base salary as deferred compensation to the Prudential NC 401k Plan in the same manner in which the City of Brevard makes contributions each year for the benefit of its Law Enforcement Officers.

C. The Governing Body shall review and evaluate the performance of the Manager beginning in October and ending in November of each year commencing in 2025. Employer may increase base salary and/or benefits of the Manager at time of said review, in such amounts and to such extent as the Governing Body may determine that it is desirable to do so, in light of performance by the Manager and within budget restraints. With the agreement of both Manager and Council, these review dates may be modified but shall be at least annually. The Manager will not participate in any cost of living adjustments provided to other employees of the City of Brevard from time to time.

Section 5. Retirement Benefits

A. The Manager shall be covered and governed by the same retirement system as all other non-public safety employees, specifically NCLGERS. Calculations for retirement contributions shall include all compensation normally reportable to the IRS, including deferred compensation.

B. In addition to the Employer's payment to the local government retirement system referenced above, Employer agrees to execute and keep in force all necessary agreements provided by any Section 457 deferred compensation plan for Manager's participation, or continued participation, in such supplemental retirement plan.

Section 6. Insurance Coverage

A. The Manager shall be covered by the same health, life, and dental plans as all other employees.

B. The Employer agrees to pay the cost to provide the Manager with one membership for himself and his family to a health club of the Manager's choice.

Section 7. Bonding

A. The Employer shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

Section 8. Automobile and Mobile Phone Allowance

A. The Employer shall provide a vehicle and cellular phone allowance of $600.00 per month to the Manager. For the future purpose of allocating the reimbursement, parties agree

that $500 is provided for automobile expenses and $100 for cellular phone and service expenses. Said vehicle allowance shall be intended to reimburse the Manager for local travel only, generally defined as travel within Transylvania, Henderson, or Buncombe County. Manager shall be reimbursed for his actual gas costs for all travel outside of Transylvania, Buncombe, or Henderson County. The Manager shall make available his gas receipts to the City Council upon their request. The cellular phone portion of the allowance shall reimburse the Manager for being required to purchase and maintain cellular telephone service, available at all times for the conduct of city business. It is understood that such telephone phone and cellular service shall be the responsibility of the Manager to maintain during his tenure as city manager.

Section 9. Other Benefits

A. All provisions of the City Charter, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they would to all other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the Manager herein. Except that all benefits which vary according to tenure shall be calculated and granted in accordance with the City of Brevard's provisions using Manager's original employment date.

B. Upon written verification from his current employer, the City will accept Manager's unused sick leave in accordance with City policy.

Section 10. No Reduction of Benefits

A. The Employer shall not at any time during this agreement reduce the salary, compensation, or other financial benefits of the Manager, except to the degree such a reduction is across-the-board for all employees of the Employer.

Section 11. Hours of Work

A. It is recognized that the Manager must devote a great deal of time outside normal office hours to the business of Employer, and to that end Manager will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours, to the extent that it does not reasonably interfere with the orderly management of the City.

Section 12. Professional Development

A. Employer agrees to budget for and to pay the professional dues, subscriptions, travel, and subsistence expenses of the Manager for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time to include, but not to be limited to, the International City/County Management Association, North Carolina League of Municipalities, North Carolina City/County Manager's Association, American Public Power Association, ElectriCities of North Carolina, and such other national, regional, state and local government groups and committees thereof which the Manager serves as a member, or which said participation is beneficial to Employer, as well as associated short courses, institutes and seminars. Specifically, the City strongly encourages Manager to attend and participate

in any courses he may deem necessary related to North Carolina Municipal Government as presented by the North Carolina School of Government at the expense of the City.

B. Additionally, Employer encourages the Manager to attain positions of leadership in national, state, regional and local associations and organizations relevant to his profession. As expressly approved by the City Council, Employer agrees to budget and pay for the travel and subsistence expenses necessary for Manager to discharge his official duties for such associations and organizations.

Section 13. Membership in Civic and Community Organizations

A. The Governing Body recognizes the desirability of representation in and before local, civic, and other organizations, and the Manager is authorized to become a member of such clubs and organizations as are expressly approved by the City Council. Employer shall pay expenses for such memberships as may be expressly approved by the City Council. The Manager shall seek approval of the joining of the organization from the Governing Body before seeking membership reimbursement or payment.

Section 14. Performance Evaluation

A. The Governing Body shall review and evaluate the performance of the Manager beginning in October and ending in November of each year following the first year of employment. It is anticipated that the City Council will undertake the evaluation of the Manager in October of each year and strive to complete the evaluation in November of each year, or as soon thereafter as is reasonably practicable. Employer may increase the annual base salary and/or benefits of the Manager at time of said review, in such amounts and to such extent as the Governing Body may determine that it is desirable to do so, in light of performance by the Manager and within budget restraints. The months of this review may be modified with the mutual consent of both Manager and Council.

Section 15. Suspension

A. The Governing Body may suspend the Manager with full pay and benefits at any time during the term of this Agreement, if a majority of the Governing Board votes to suspend the Manager after the Manager is given written notice setting forth the reasons for his suspension ten (10) calendar days prior to a hearing before the Governing Body where he is allowed to answer such charges.

Section 16. Indemnification

A. Employer shall defend, save harmless and indemnify 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 his actual duties as Manager. Employer will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement, to provide full and complete protection to the Manager by the City of Brevard as described herein, for any acts undertaken or committed in his capacity as Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand or

other legal action occurs during or following employment with Employer. In connection with those claims or suits involving the Manager in his/her professional capacity, the Employer must defend the Manager and/or must retain and pay for an attorney to represent the Manager (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

Section 17. Conflict of Interest Prohibition

A. It is further understood and agreed that because of the duties of the Manager within and on behalf of the City of Brevard and its citizenry, the Manager shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Brevard except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the Governing Body. For and during the term of this Agreement, the Manager further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Brevard, without the prior consent of the Governing Body.

Section 18. Notices

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows or delivered in person in the same manner as is applicable to civil judicial practice:

Employer: City of Brevard
P.O. Box 219
Brevard, NC 28513

Manager: Wilson Hooper
_____
_____

Section 19. Review of Agreement

A. This Agreement shall be reviewed annually in advance of adoption of the annual operating budget.

Section 20. General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.

C. This Agreement shall become effective upon adoption and approval by the Governing Body of the City of Brevard.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the City of Brevard has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

By: _____
Maureen Copelof, Mayor

By: _____
Wilson Hooper, Manager

By: _____
Denise Hodsdon, City Clerk