

NORTH CAROLINA

GASTON COUNTY

**EMPLOYMENT CONTRACT BETWEEN
GASTON COUNTY AND JONATHAN LEE SINK**

This Agreement, made and entered into this 10th day of November, 2020, by and between the Gaston County Board of Commissioners, State of North Carolina, hereinafter referred to as the "County," and Jonathan Lee Sink, hereinafter called referred to as "Mr. Sink," both of whom understand and agree as follows:

WITNESSETH:

Whereas, Gaston County desires to continue to employ the services of Mr. Sink as County Attorney, as provided by North Carolina Gen. Stat. 153A-114; and

Whereas, it is the desire of the County to provide certain benefits, to establish certain conditions of employment, and to set working conditions of Mr. Sink; and

Whereas, Mr. Sink desires to accept employment as County Attorney of Gaston County; and

Whereas, the parties acknowledge that Mr. Sink is a member of the North Carolina State Bar and is subject to the North Carolina State Bar Code of Professional Conduct.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Duties

The County hereby agrees to employ Mr. Sink as County Attorney of the County to perform functions and duties specified in North Carolina Gen. Stat. 153A-114, and to perform other legally permissible and proper duties and functions as the Board of Commissioners shall from time to time assign. The parties anticipate that these duties shall commence on November 10, 2020.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of Mr. Sink at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Sink to resign at any time from the position of County Attorney, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2: Suspension

The County may suspend Mr. Sink at any time during the term of this Agreement, but only if:

- (1) A majority of the Board of Commissioners and Mr. Sink agree to a suspension for the purposes of an investigation, during which time Mr. Sink will be entitled to full pay and benefits; or,
- (2) After a public hearing a majority of the Board of Commissioners votes to suspend Mr. Sink for just cause, provided however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing by the Commission members bringing such charges. A just cause suspension would also suspend pay and benefits.

Section 3: Termination and Severance Pay

A. Dismissal without cause:

- (1) In the event Mr. Sink is terminated by the Board of Commissioners before the expiration of the aforesaid term of employment, and during such time that Mr. Sink is willing and able to perform his duties under this Agreement, then the County agrees to the following:
 - a. The County will pay Mr. Sink a lump sum cash payment equal to six (6) months' salary.
 - b. Mr. Sink shall also be compensated for all earned vacation days in accordance with County policy.
 - c. Mr. Sink will continue to receive health insurance coverage under the County policy for one year from the date of termination.

B. Dismissal with cause:

For the purposes of this Agreement, "dismissal for cause" shall be defined to mean:

- (1) Flagrant neglect of duty
- (2) Conviction by a court of competent jurisdiction of the commission of a felony or the violation of any statute relating to the conduct of public employees.

In the event that Mr. Sink is terminated for cause or for conviction, then, in that event, the County shall have no obligation to pay the aggregate severance sum or provide insurance benefits as set forth above.

C. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of Mr. Sink in a greater percentage than applicable across-the-board reduction for all employees of the County, or in the event the County refuses, following written notice, to comply with any other provision benefitting Mr. Sink herein, or Mr. Sink resigns following a suggestion, whether formal or informal, by the Board of Commissioners that he resign, then in that event Mr. Sink may, at his option, be deemed to be “terminated” at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision herein.

Section 4: Resignation

In the event Mr. Sink voluntarily resigns his position with the County before expiration of the aforesaid term of his employment, Mr. Sink shall give the County thirty (30) days advance notice, unless the parties agree otherwise.

Section 5: Disability

If Mr. Sink is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, the County shall have the option to terminate the Agreement, subject to the severance pay requirements set forth herein.

Section 6: Salary

The County agrees to pay Mr. Sink for his services rendered pursuant hereto at an annual base salary of \$170,000, payable in installments at the same time as the other management employees of the County are paid. In addition, the County agrees to increase said base salary and/or benefits of Employee in such amounts that align with the county merit plan. Also, the County agrees to increase said base salary upon recommendation from an outside compensation and classification study that is being applied for all employees. Moreover, Mr. Sink shall receive annual retention pay in the amount of 5% of his salary to be paid in accordance with County policy. Upon the execution of this Agreement by both parties, no additional Board action is needed for Mr. Sink to receive any or all of the salary increases or payments detailed in this Section.

Section 7: Performance Evaluation

A. The Board of Commissioners shall review and evaluate the performance of Mr. Sink at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Mr. Sink. The criteria may be added to or deleted from as the County may, from time to time, determine in consultation with Mr. Sink. Further, the Chairman shall provide Mr. Sink with a summary written statement of the findings of the Board of Commissioners and provide an adequate opportunity for Mr. Sink to discuss his evaluation with the Board of Commissioners. The annual review may

form the basis for an increase in salary for Mr. Sink in the discretion of the Board and consistent with the merit framework of that year.

B. Annually, the County and Mr. Sink shall define such goals and performance objectives that they determine necessary for the proper operation of Gaston County government and in the attainment of the County's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 8: Vacation and Sick Leave

Mr. Sink shall accrue, and have credited to his account, vacation and sick leave at the rate of a general employee.

Section 9: Disability, Health and Life Insurance

A. The County agrees to purchase and to pay the required premiums on term insurance policies equal in amount of \$50,000, with the beneficiary named by Mr. Sink. Mr. Sink is entitled to purchase additional term life insurance in accordance with County policy.

B. The County agrees to provide hospitalization, surgical and comprehensive medical insurance for Mr. Sink and his dependents and to pay the premiums thereon equal to that which is provided all other employees of the County.

Section 10: Dues and Subscriptions

The County agrees to budget for and to pay for professional dues and subscriptions of Mr. Sink necessary for his continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for his continued professional participation growth, and advancement, and for the good of the County.

Section 11: Professional Development

The County hereby agrees to budget for and pay for travel and subsistence expenses of Mr. Sink for professional and official travel, meetings, and occasions adequate to continue the professional development of Mr. Sink, and to adequately pursue necessary official functions for the County, including but not limited to, the NACO Annual Conference, the North Carolina Association of County Commissioners, and such other national, regional, state and local governmental groups and committees thereof which Mr. Sink serves as a member.

Section 12: General Expenses

A. The County recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Mr. Sink, and hereby agrees to reimburse or to pay said

general expenses that meet the public purpose threshold, and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. The County recognizes the desirability of membership in a local civic club, and Mr. Sink is authorized to become a member of such civic club for which Employer shall pay membership dues up to \$1000 per year. Mr. Sink shall report to the County on such membership that he has taken out at County's expense.

C. The County shall provide a cell phone stipend of \$200.00 per month to Mr. Sink.

Section 13: Outside Activities

Mr. Sink shall not spend more than 10 hours per week in teaching, consulting or other non-County connected business without the prior approval of the County.

Section 14: Indemnification

In addition to that required under state and local law, the County shall defend, save harmless, and indemnify Mr. Sink 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 Employee's duties as County Attorney, in accordance with County policies. The County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, in accordance with County policies.

Section 15: Other Terms and Conditions of Employment

A. The County, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Mr. Sink, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement or any other law.

B. All regulations and rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Mr. Sink as they would to other employees of the County, in addition to said benefits enumerated specifically for the benefit of Mr. Sink except as herein provided.

C. Mr. Sink shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

Section 16: No Reduction of Benefits

The County shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Mr. Sink, except to the degree of such a reduction across-the-board for all employees of the County. Conversely, any across-the-board increases for all employees of the County in salary, compensation or other financial benefits shall also apply to Mr. Sink.

Section 17: 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 Employee.
- C. This Agreement shall become effective upon approval by the Board of Commissioners and execution by its Chairman.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS THEREOF, the Gaston County Board of Commissioners has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk to the Board of Commissioners, and Jonathan Lee Sink has signed and executed this Agreement, both in duplicate, the day and year first above written.

Jonathan Lee Sink, Esq.

Tracy L. Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Donna S. Buff, Clerk to the Board

Charles L. Moore, Staff Attorney

This Agreement has been pre-audited in the manner required by the North Carolina Budget and Fiscal Control Act.

Tiffany Murray
Finance Director