

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 15th of June, 2020, by and between the **CITY OF HIGH POINT, NORTH CAROLINA** ("City"), and **RANDY E. McCASLIN**, of High Point, North Carolina ("Employee").

WITNESSETH:

The Employee is currently employed with the City of High Point in the position of Deputy City Manager; and

The City desires to employ the services of Employee as Interim City Manager for the City of High Point, North Carolina; and

The Employee desires to serve as Interim City Manager for the City of High Point, North Carolina; and

The City and Employee desire to establish certain conditions of employment applicable to Employee's service as Interim City Manager, including without limitation, the provision of certain salary and other benefits for the Employee; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations contained herein, the parties have agreed as follows:

Section 1. Appointment/Salary. The City, through its City Council, hereby appoints Employee as the Interim City Manager and Employee hereby accepts appointment as the Interim City Manager of the City of High Point, North Carolina, effective May 22, 2020. While engaged as Interim City Manager, Employee's annualized salary shall be \$227,782.46, payable biweekly as part of the City's regular payroll. Employee will not be eligible for bonuses during his term as Interim City Manager.

Section 2. Duties. For the period of his appointment as Interim City Manager, the Employee shall be the chief administrator of the City of High Point and responsible to the

City Council for administering all municipal affairs placed in his charge by it, including specifically those powers and duties set forth in Section 160A-148 *et seq.* of the North Carolina General Statutes, the Charter of the City of High Point, and all applicable City policies and procedures. Additionally, the Employee shall perform such other duties, functions, and directions as the City Council may from time to time legally assign.

Section 3. Devotion to Duties. The Employee shall devote all of his working time and energies, faithfully and to the best of his abilities, to the business of the City as may be specified by the General Statutes of North Carolina, the Charter of the City of High Point, or this Agreement, or other legally permissible and proper duties as the City Council may require from time to time. During his appointment as Interim City Manager, the Employee shall not engage in any other business or employment activity, without the prior written consent of the City Council. It is understood that the Employee may attend to personal business matters which do not conflict with his duties as Interim City Manager.

Section 4. Term/No Candidacy for City Manager's Position. The Employee shall serve at the pleasure of the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate this Agreement and the services and appointment of the Employee as Interim City Manager at any time, with or without cause, but any termination by the City Council shall be subject to the provisions set forth in Section 6 of this Agreement. Subject to the notice requirements set forth in Section 6 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City without further obligation to the City. Employee understands that the City Council will be moving forward with the hiring of a new City Manager and Employee agrees that he will not be considered as a candidate for that

position and therefore will not submit an application for such. He further understands that these representations are material factors in the City's decision to appoint Employee as Interim City Manager.

Section 5. Suspension. The City may suspend the Employee with full pay and benefits at any time.

Section 6. Termination. In the event this Agreement and Employee's services and appointment as Interim City Manager are terminated, the Employee shall immediately resume his position with the City of High Point as Deputy City Manager and all salary, benefits and other terms of employment which were afforded to Employee as Deputy City Manager immediately prior to his appointment as Interim City Manager shall be applicable.

Notwithstanding the above, in the event this Agreement and the services and appointment of Employee as Interim City Manager is terminated because of his arrest-indictment for or conviction of (i) any illegal act involving personal gain to him, (ii) a felony, (iii) a misdemeanor which involves moral turpitude or which casts the City in a negative light, (iv) theft or fraud or misuse of City property, (v) a material violation of the City's Personnel Resolution, or (vi) a violation of any state or federal law. With respect only to subparts (v) of this Paragraph 6, the City will provide Employee written notice of his material violation of the City's Personnel Resolution and/or his failure to comply with a lawful direction of the City Council and allow Employee seven (7) calendar days to cure before terminating Employee's employment.

Section 7. Indemnification. The City agrees to defend, save harmless and indemnify the Employee against any tort or professional liability claim or demand, or other legal action ("Claim"), whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Interim City Manager. The City also agrees to compromise,

settle, or defend any such claim or suit, and to pay the amount of any legal fees, settlement or judgment rendered thereon. The provisions of this Section shall not apply to any Claim arising from any illegal act in the performance of Employee's duties.

Section 8. Vehicle Allowance/Cell Phone. The Employee shall be paid a vehicle allowance of \$500.00 per month and a cell phone stipend, which is equivalent to that received by Employee while in the position of City Manager or the amount paid to Department Directors employed by the City, whichever is greater. Vehicle allowance and cell phone stipend shall be paid to Employee as part of the City's payroll.

Section 9. Professional Development. The City shall provide for the payment of the Employee's professional dues and reasonable conference expenses, and for other reasonable job-related fees, publications and training programs/conferences such as those that may be sponsored by the National League of Cities, North Carolina League of Municipalities, North Carolina City Management Association, or other recognized professional organization. The City shall also provide for the payment or reimbursement of all reasonable and necessary job-related expenses of the Employee.

Section 10. Paid Leave and Sick Leave. Any and all sick and vacation leave, and all other benefits which Employee accrued until the date of appointment as Interim City Manager shall remain in effect. The Employee will be subject to the provisions of the Personnel Resolution concerning accrual and use of vacation and sick leave, all other benefits, and any other matter not specifically addressed in this Agreement.

Section 11. Residence. The Employee shall be exempted from residency requirements set forth the Personnel Resolution during the duration of his employment with the City.

Section 12. Electricities Representative. Employee currently serves on the Board of

Electricities as a representative of the City of High Point and is positioned to become the Chair of such board. In the event Employee voluntarily retires in good standing from employment with the City while serving as the Deputy City Manager or Interim City Manager, the City will not require the immediate resignation of Employee from his position on the Board of Electricities. This Section 12 will be void if this Agreement is terminated or Employee's service as Deputy City Manager or Interim City Manager ceases for any reason other than Employee's voluntary retirement. In exchange for Employee's foregoing increase in compensation during his role as the Interim Manager and as long as Employee is not in breach of this Agreement and in good standing with the City, City will agree to the reappointment of Employee to the Electricities Board.

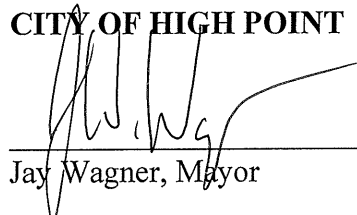
Section 13. Acknowledgement of Purchase. The City acknowledges that Employee has purchased a desk formerly belonging to the City and that such desk is currently being stored on City property. The City acknowledges that on or before Employee's retirement, he will take custody of the desk.

Section 14. General Provisions. The rights of the Employee under this Agreement are not assignable, voluntarily or involuntarily by operation of law or otherwise, nor may any of his duties or obligations under this Agreement be delegated, except in the usual and ordinary course of business, without the prior consent of the City Council. No waiver of any term, provisions or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, be deemed to be or construed as a further waiver or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof shall be so declared invalid or unenforceable, the remaining

provisions hereof shall remain in full force and effect and shall be construed in the broadest possible manner to effectuate the purposes hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties with respect to the employment of the Employee by the City. Any amendment or modification to this Agreement, including salary and benefit adjustments, must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF HIGH POINT



Jay Wagner, Mayor

EMPLOYEE



Randy E. McCaslin

Approved by the High Point City Council on
the 15th day of June, 2020.