

THIS AGREEMENT, made and effective into as of the ____ day of ____, 2013, by and between the **TOWN OF DANDRIDGE TENNESSEE**, a municipal corporation, (hereinafter referred to as "the Town"); and **BRYAN McCARTER** (hereinafter referred to as "Mr. McCarter" or the "Town Administrator").

WITNESSETH:

WHEREAS, Section 7 of the Charter of the Town of Dandridge Tennessee (hereinafter "the Charter") provides that a town administrator shall be the chief administrative officer of the Town, and he shall be responsible to the board of mayor and aldermen for the administration of all Town affairs placed in his charge by or under the Charter;

WHEREAS, Section 7 of the Charter provides that the board may appoint a town administrator on the basis of his executive and administrative qualifications to serve at the will of the board, and that the board shall fix the compensation of the town administrator;

WHEREAS, the board has unanimously selected Mr. McCarter for appointment as town administrator, and Mr. McCarter has accepted such appointment upon terms agreed to by both parties;

WHEREAS, the Town and the Town Administrator desire to enter into a written agreement memorializing the terms of their relationship and assuring a continuous and harmonious management of the affairs of the Town in the event the relationship should cease to exist.

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the Town and the Town Administrator agree as follows:

1. Employment. The Town hereby appoints and employs Mr. McCarter as its Town Administrator, and Mr. McCarter accepts such appointment and employment.

2. Effective Date. The effective date of the employment of the Town Administrator will be _____, 2013.

3. Term. The employment of the Town Administrator will continue indefinitely until terminated by either the Town or the Town Administrator as provided in Sections 14, 15 or 16 of this Agreement.

4. Duties. The Town Administrator, as a full time employee of the Town, will discharge and perform to the best of his ability the lawful duties and responsibilities of Town Administrator as established by the Charter and applicable law, and as may be assigned to him by the Town acting through a majority of its board.

5. Compensation -- Base Salary. For his professional services to the Town, the Town will pay the Town Administrator the following compensation:

(a) An annual base salary of _____ Dollars (\$), payable in equal biweekly installments.

(b) This Agreement will be deemed to have been amended automatically so as to reflect any salary adjustments that are made to the base salary of the Town Administrator.

6. Health, Disability and Life Insurance Benefits. (a) The Town will provide the Town Administrator and his dependents with all of the health and dental insurance benefits which are provided for regular, full time employees of the Town upon the same terms that these benefits are made available to such employees. Upon the effective date of his employment, the Town Administrator and his qualified dependents will be allowed to participate in the Town's health insurance plan with no lapse in coverage.

(b) The Town, at its expense, will provide long term disability insurance coverage for the Town Administrator in an amount equal to that provided to regular, full-time employees.

(d) The Town will provide other benefits to the Town Administrator in an amount equal to that provided to other regular, full-time employees.

7. Vacation, Sick and Executive Leave. The Town Administrator will accrue vacation leave and sick leave on an annual basis at the highest rate provided by the Town to its other regular, full-time employees.

(b) The Town Administrator will be allowed five (5) days of executive leave each year which may be used for such purposes as the Town Administrator determines is appropriate.

(c) The Town Administrator will be paid for all unused vacation and executive leave which has accrued to the date of termination of employment.

8. Automobile Allowance. During the term of his employment, the Town will pay to the Town Administrator the sum of _____(\$) a year, payable in twenty-six (26) equal biweekly installments, as a vehicle allowance to be used by the Town Administrator to purchase, lease, or own, operate and maintain a motor vehicle of his choosing. The Town Administrator will be responsible for paying for liability, property damage and comprehensive insurance coverage on the vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and normal replacement of the vehicle. The Town will reimburse the Town Administrator at the standard business mileage rate promulgated from time to time by the Internal Revenue Service for any business use of the vehicle beyond the greater Dandridge, Tennessee area (defined as travel to locations outside a fifty (50) mile radius of the municipal building in Dandridge, Tennessee).

9. Retirement Benefits. The Town Administrator will be entitled to participate in the Town's retirement plan upon the same terms that these benefits are provided for regular, full time employees of the Town. \

10. General Business Expenses. (a) The Town will pay such professional dues and subscriptions reasonably incurred by the Town Administrator for his continuation and full participation in national, regional, state and local associations and organizations which are desirable for the Town Administrator's professional participation, growth and advancement and which benefit the Town.

(b) The Town will pay or reimburse the Town Administrator for such expenses he may reasonably incur on behalf of the Town or in the performance of his official duties. The Town treasurer is authorized disburse such moneys upon receipt of proper documentation from the Town Administrator.

11. Communications Allowance. The Town will pay to the Town Administrator during the term of his employment and in addition to the salary and other benefits provided in this Agreement, the sum of _____ Dollars (\$) per year, payable in twenty-six (26) biweekly installments, to be used by the Town Administrator to purchase, lease, own, operate and maintain a cell phone for business and personal use.

12. Termination. For the purposes of this Agreement, a termination of the Town Administrator shall occur upon the happening of any one or more of the following:

(a) If at least four (4) members of the board vote to terminate the employment of the Town Administrator at a duly authorized public meeting.

(b) If the Charter or applicable state law relating to the role, powers, duties, authority or responsibilities of the office of Town Administrator is amended in such a manner that changes the Town's form of government so as to substantially diminish the office of Town Administrator, then the Town Administrator will have the right to declare that such amendments constitute a termination.

(c) If the Town reduces the base salary, compensation or any other financial benefits provided to the Town Administrator under this Agreement, unless such is applied in no greater percentage than the average reduction applied to all department heads, such shall constitute a breach of this Agreement and will constitute a termination.

(d) If the Town Administrator tenders his written resignation within ten (10) days after at least four (4) members of the board vote to request his resignation at a duly authorized public meeting, then a termination shall occur at the time the resignation is submitted.

(e) If the Town commits a material or substantial breach of this Agreement and fails to cure such breach within thirty (30) days after notice thereof is given to the Town by the Town Administrator in accordance with Section 25 of this Agreement.

13. Severance. (a) In the event of a termination of the Town Administrator, as defined in Section 12 of this Agreement:

(1) The Town will pay the Town Administrator a severance payment equal to six (6) months' salary determined as of the date of termination. This will be paid in a lump sum unless otherwise agreed by the Town and the Town Administrator.

(2) The Town will pay the Town Administrator for all accrued and unused vacation and executive leave. This will be paid in a lump sum unless otherwise agreed by the Town and the Town Administrator.

(d) Notwithstanding any other provision in this Agreement to the contrary, should the Town Administrator be terminated by the Town because of his conviction of a felony, then the Town will not be obligated to pay any severance under this Section except for accrued and unused vacation and executive leave payable under this Agreement.

14. Resignation. Should the Town Administrator elect to resign his employment, he will give the Town at least forty-five (45) days' written notice of his intention to do so; provided, however, such notice will not be applicable to resignation requested under Section 12(d) of this Agreement.

15. Hours of Work. It is recognized that the Town Administrator will devote a significant amount of time outside the normal office hours to the performance of his duties for the Town, and the Town Administrator will be allowed to establish an appropriate work schedule consistent with the professional nature of his employment.

16. Moving and Relocation Expenses. (a) The Town will pay directly the reasonable expenses of moving the Town Administrator, his immediate family and personal property to the Town of Dandridge, Tennessee. These moving expenses will include packing, moving, storage costs, unpacking and insurance charges.

17. Indemnification. (a) To the fullest extent permitted by law, the Town will defend, save harmless and indemnify the Town Administrator against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Administrator's duties as Town Administrator or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct. The Town Administrator may request, and the Town will not unreasonably refuse to provide in appropriate situations, independent legal representation for the Town Administrator at the Town's expense. Legal representation provided by the Town for the Town Administrator will continue until a final determination of the legal action including any appeals brought by either party. The Town will further indemnify the Town Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including reasonable attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by the Town Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties, unless the act or omission involved willful or wanton conduct. Any settlement of a claim against the Town Administrator must be made with prior approval of the Town in order for the indemnification as provided in this Section to be available.

(b) The Town Administrator recognizes that the Town will have the right to compromise and settle claims and litigation and, unless the Town Administrator is a party thereto in which event the any such compromise and settlement will require the approval of the Town Administrator, the Town may compromise and settle any claim or litigation unless such compromise and settlement is of a personal nature to the Town Administrator. The Town will pay all reasonable litigation expenses incurred by the Town Administrator throughout the pendency of any litigation to which the Town Administrator is a party, witness or advisor to the Town. The Town's obligation to pay such expenses will continue beyond the Town Administrator's employment with the Town as long as the litigation is pending.

(c) After the Town Administrator's employment with Town terminates, the Town Administrator, if requested to do so by the Town, will assist the Town in any litigation involving the Town, including returning to the Town if requested, to testify or otherwise participate in such litigation. In such event, the Town will reimburse the Town Administrator for reasonable expenses incurred by him for travel and subsistence and will pay the Town Administrator reasonable compensation for his post-employment services for the Town.

18. Bonding. The Town will pay for any fidelity, surety or other bonds which may be required for the Town Administrator.

19. Other Terms and Conditions of Employment. Upon agreement of the Town and the Town Administrator, the Town may from time to time establish such other terms and conditions of employment of the Town Administrator.

20. Miscellaneous. (a) This Agreement sets forth and establishes the entire understanding between the Town and the Town Administrator concerning the employment relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.

(b) This Agreement will be binding on the Town, and its successors, and on the Town Administrator, and his heirs and personal representatives.

(c) This Agreement will become effective upon its execution by each party following its approval by the Town's board which effective date will be written at the top of the first page of this Agreement.

(d) This Agreement and the relationship of the parties will be governed and construed under the laws of the State of Tennessee.

(e) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

TOWN OF DANDRIDGE TENNESSEE

By: _____
Mayor

ATTEST:

(Duly approved by the Board of the
Town of Dandridge Tennessee on July ____, 2013)

Town Recorder

Bryan McCarter