

CONTRACT FOR EMPLOYMENT

This Contract is made and entered into this 16th day of April, 2025 by and between the JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY, an Authority created under the laws of North Carolina (hereinafter called “Employer” or “JCTDA”), and NICHOLAS J. BREEDLOVE, (hereinafter called “Employee”). Employer and Employee agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ Employee to serve as Executive Director of the Jackson County Tourism Development Authority; and,

WHEREAS, Employee desires to accept employment as the Executive Director of the Jackson County Tourism Development Authority; and

WHEREAS, It is the intent and purpose of Employer and Employee to state in this Agreement the terms and conditions of their employment; and

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of the Employee and to provide inducement for him to retain in such employment;
2. Make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and
3. Provide a just means for terminating the Employee’s services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

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

Section 1 Appointment and Effective Date

Employee shall assume the position, responsibilities and duties of Executive Director of the JCTDA on **July 1, 2025**. As Executive Director, Employee shall report to the JCTDA Board, but shall communicate with and be directed by the Chairperson of the Authority and the Executive Committee when the Authority is not in session.

Section 2 Duties and Authority

Employer agrees to employ Employee to perform the functions and duties of Executive Director of the JCTDA and as Executive Director he shall have at all times, subject to the NC laws and the Resolution of the Jackson County Board of Commissioners and bylaws

and powers of the Board of Directors, hereinafter the “formation documents”, the power and authority to supervise, and control the business of the JCTDA, and, in general, to perform all of the duties and exercise all of the powers usually incident to the position of the Executive Director and as stated and agreed upon as duties and responsibilities in the essential job description for the JCTDA Executive Director, incorporated herein, or those which may be assigned to him by the Board of Directors or Executive Committee including, but not limited to, promoting at all times the purpose of the JCTDA as set forth in the formation documents. Employee shall devote his full time and best efforts (reasonable vacation time and absences excepted) to the performance of his duties under the Agreement. Employee shall conduct himself at all times in such a manner as to maintain the JCTDA’s good reputation. Employee must attend all meetings of the Board of Directors and Committees, except that he may be excluded from those meetings at which his compensation is being discussed. Employee shall report to the Board of Directors and to the Executive Committee on the progress and affairs of the JCTDA.

The Board of Directors shall conduct an annual performance evaluation of the Executive Director based on written objectives and performance criteria mutually agreed upon by the Board and Executive Director at the start of each fiscal year. The evaluation process shall be facilitated and moderated by the JCTDA’s contracted Human Resources firm to ensure objectivity, fairness, and adherence to professional standards. No disciplinary action or termination for cause shall be based solely on subjective or non-documented criteria. The Executive Director shall be provided with a written summary of the evaluation and an opportunity to respond in writing.

To preserve the effectiveness of the Executive Director’s leadership and management, the Board agrees that no individual Board member, committee member, or other person shall direct or interfere with the day-to-day operations of the JCTDA or the duties of the Executive Director, except through formal Board action or in coordination with the Board Chair.

Section 3 Term

This Contract for Employment shall begin July 1, 2025 and continue through June 30, 2028 unless terminated sooner pursuant to the provisions of this Contract or such sooner date as Employer and Employee may mutually agree.

Section 4 Termination and Severance Pay

- a. In the event that Employee elects to terminate his employment pursuant to this Contract, Employer shall be entitled to at least ninety (90) days advance written notice to the Chairman of the Board of the JCTDA. During such notice period, Employee shall continue to carry out his duties in a professional and responsible manner and shall be entitled to compensation as set forth herein. Upon the expiration of said notices hereinabove described, this Contract shall be of no further force and effect

whatsoever, and each of the parties hereto shall be relieved of their obligations thereunder.

- b. Termination by Employer Without Cause: If at any time the Employer decides to terminate the employment of the Employee and cancel this Contract (other than at the end of the term), the Employer shall pay the Employee a lump sum equal to six (6) months' salary and all other benefits hereunder for six (6) months, regardless of the remaining term of this Contract. Employer shall provide the Employee sixty (60) days advance notice of such election to terminate the employment.
- c. In the event this Contract is renewed by default for an additional one-year term under Section 7b, all rights and protections afforded under Sections 4 and 5 shall remain in full force and effect, including but not limited to the six (6) months severance for termination without cause.

Section 5 Termination for Cause

Employer may terminate this Contract for cause upon:

- a. Failure to comply with applicable laws and authorities.
- b. Illegal use of drugs, hallucinogens or other controlled substances.
- c. Employee's conviction of a crime other than a traffic violation.
- d. Commission by Employee of an act of moral turpitude directly and substantially impairing her ability to reasonably perform his duties
- e. Commission by Employee of an act contrary to his employment under this Contract involving personal gain to Employee.
- f. Material breach of this Contract by the Employee, which continues uncured for a period of thirty (30) days following written notice from the Employer identifying the nature of the breach.

Prior to any termination for cause, the Employee shall be given written notice of the specific grounds for such action and a reasonable opportunity, not less than thirty (30) days, to respond and cure the alleged deficiency, unless the conduct involves illegal activity or moral turpitude. The determination of cause, and any related investigation or disciplinary action, shall be coordinated in consultation with the JCTDA's contracted Human Resources firm and legal counsel to ensure objectivity, fairness, and adherence to

employment law and professional standards. In the event of termination for cause, the Employer shall have no obligation to pay any additional compensation to the Employee beyond amounts already earned or accrued.

In the event of any investigation—internal or external—relating to the Employee's conduct or performance, the Employee shall be placed on paid administrative leave for the duration of the investigation. Such placement shall not be deemed an admission of wrongdoing or an adverse action and shall not affect any compensation, benefits, or employment status unless and until a final determination is made.

Section 6 Disability

If Employee becomes permanently disabled or is 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 or family or medical leave benefits, Employer shall have the option to terminate this Contract.

Section 7 Compensation

Employer agrees to pay Employee for his services an annual salary of \$108,022 from July 1, 2025 through June 30, 2028, and Employer agrees to provide a two-percent (2%) annual salary increase to account for cost of living that will automatically be applied annually on the first day of July every year this agreement is active. Employee's salary is payable in accordance with the payroll practice of the JCTDA and withholding deductions as may be required by law. The annual cost of living salary increase may exceed two-percent (2%) upon approval by the board during the contract term. The salary may not be decreased by the board during the contract term.

- b. In the event Employer chooses not to renew Employee's employment at the expiration of the Contract, it shall notify Employee in writing sixty (60) days prior to the expiration of the Contract. Otherwise the Contract shall be extended for an additional one year term under the same terms of employment and compensation including the annual cost of living salary increase as provided in Section a in place during the last year of the Contract, July 1, 2027 through June 30, 2028. If it is the desire of the Employer and Employee to continue a working relationship, a new Contract should be negotiated and signed during this extension setting forth the continued terms of employment.

Section 8 Hours of Work

Because of the unique nature of this employment, it is recognized that Employee will devote time outside of the normal office hours of business of the Employer, and for that reason, as an exempt employee, Employee will not be entitled to compensatory time. To

the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the JCTDA.

Section 9 Outside Activities

Employee shall not engage in other work activities without prior approval of Employer.

Section 10 Automobile and Travel Expense

The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon his vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the Employee's vehicle.

Section 11 General Business Expenses

- a. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee reasonably necessary for continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, advancement, and for the good of the Employer.
- b. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee.

Section 12 Benefits

All provisions of the Employer's personnel rules and regulations relating to paid time off accrual and use, holidays, retirement, health insurance, Social Security and other "fringe" benefits and working conditions as they now exist or may hereby be amended shall apply to the Employee as they would to other employees of this Employer, in addition to the benefits specifically provided herein.

Employer agrees to pay for registration, flights, per diem, mileage reimbursements, and related expenses each year for the duration of the three-year contract for the following annual conferences: Destinations International Annual Conference, Destinations International CEO Conference, U.S. Travel's ESTO Annual Conference, and the Southeast Tourism Society Connections Conference. Employer also agrees to pay for the annual professional membership dues for the Southeast Tourism Society (STS), NCTIA, and Destinations International for each year of the three-year contract term.

Section 13 General Provisions

- a. Integration. This Contract sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Contract. The parties by mutual written agreement may amend any provision of this Contract during the life of the Contract. Such amendments shall be incorporated and made a part of this Contract.

- b. Binding Effect. This Contract shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

- c. Severability. The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunction or judicial modification of the invalid provision.

- d. Notice. Any notice under the Contract shall be sufficient if it is in writing and sent by registered or certified mail, addressed to Employee at the most recent address provided to payroll and to Employer in care of the Board Chair at the address provided on the Board Membership roster.

- e. Governing Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

- f. AFFIRMATION. EMPLOYEE ACKNOWLEDGES THAT HE HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL IN THE NEGOTIATION OF THIS CONTACT, HAS CAREFULLY READ THE CONTRACT, KNOWS AND UNDERSTANDS ITS TERMS AND CONDITIONS, AND HAS HAD THE OPPORTUNITY TO ASK EMPLOYER QUESTIONS HE MAY HAVE HAD PRIOR TO SIGNING THE CONTRACT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Jackson County Tourism Development Authority has caused this Contract to be executed in its behalf by the Chairman of its Board of Directors and duly attested by the Clerk or Secretary to such Board, and the Employee has executed this Contract, in duplicate originals, on the ____ of _____, 2025.

JACKSON COUNTY TOURISM DEVELOPMENT
AUTHORITY, Employer

By: _____
Robert Jumper, Chairman, Jackson County Tourism
Development Authority

ATTEST:

Craig Smith, Secretary Jackson County Tourism
Development Authority

NICHOLAS J. BREEDLOVE, Employee

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

Darlene Fox, Finance Officer