

August 2, 2010

Mr. Robert B. Blythe

Charlotte, NC 28210

Dear Bob:

This letter of agreement will serve as the agreement between you and the Town of Huntersville for you to serve as the Town Attorney as a part-time member of staff on a salaried basis. Your professional experience and background with the Town will provide a significant benefit to furthering the progress of the Town of Huntersville.

The terms of this Agreement are as stated and outlined below:

- A. You will receive an annual salary of \$98,967 payable in biweekly installments. There will not be a probationary increase given at the end of the first six months of employment.
- B. The Town will allow a flexible work schedule at your discretion depending upon workload with a minimum of 1,152 hours annually. Generally, a work week will consist of approximately 24 hours.
- C. You will be a member of the North Carolina Local Governmental Employees' Retirement System and as a participant will be required to contribute six percent (pretax) of your gross salary into the Retirement System. The Town will contribute five percent of your gross salary to the North Carolina 401(K).
- D. The Town agrees to budget for and to pay for professional dues and subscriptions up to \$450 annually.
- E. The Town agrees to budget for and to pay for reasonable travel and training expenses for professional development, conferences and seminars, which may include continuing legal education reasonably related to your duties as Town Attorney, of up to \$1,200 annually. You would be responsible for any continuing legal education not related to this position.

- F. Due to this being a part time position, you will not receive holiday pay, sick or vacation accruals, nor health, dental, life insurance or long term disability as provided to full time employees. It is understood that you may arrange your work schedule to permit vacation periods and/or medical days off, so long as the minimum annual work hours are met.
- G. It is understood that this does not preclude you from maintaining or continuing a separate practice of law, provided that there is no conflict with your representation of the Town of Huntersville and is not conducted during your hours of employment by the Town.

This agreement and continued appointment of you as Town of Huntersville Town Attorney has been authorized by the Board of Commissioners.

Please advise if the above terms are agreeable and your projected start date of August 2, 2010.

Sincerely,

Swain

Mayor

Agreed to and accepted the above terms and conditions with a start date of August 2, 2010.

Robert Blythe

Date