

# Employment Agreement

This Agreement, made and entered into, this 31 of May, 2018 by and between the Town of Wadesboro (Town), a municipal corporation located in Anson County, North Carolina, and David Edwards (Manager).

## Witnesseth

**Whereas**, in accordance with the Town Charter of Wadesboro and Section 160A-147 of the North Carolina General Statutes, the Town Board has the authority to appoint a Town Manager to serve at their pleasure; and

**Whereas**, the Town Board wishes to establish certain conditions of employment and to set working conditions for said Manager; and

**Whereas**, David Edwards wishes to accept employment with the Town of Wadesboro under the terms of this agreement;

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

## Section 1. Powers and Duties

- a. The Town Board agrees to employ David Edwards as Manager of the Town of Wadesboro, North Carolina to perform the functions and duties specified in the Town Charter, the North Carolina General Statutes, Town Ordinances and to perform other legally permissible and proper duties and functions as the Town Board will from time to time assign, subject to this Agreement.
- b. No individual member of the Town Board may direct or request the appointment of any person to, or removal from, office by the Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers or employees in the service of the Town, except as provide by the Town Charter or state law. The Town Board and individual members will solely deal with employees of the Town through the Manager; nor will any member give orders to any subordinate of the Manager, either publicly or privately.
- c. The Manager will be the Chief Administrative Officer of the Town of Wadesboro. He may head one or more departments and will be responsible to

the Town Board for the proper administration of all affairs of the Town. To that end the Manager will have the following duties and responsibilities:

- i. Appoint and, when necessary, in his judgment, for the good of the Town of Wadesboro, suspend or remove all officers and employees of the Town, except as otherwise provided by the Town Charter or state law. He may delegate this authority to the head of a department or office regarding their subordinates.
- ii. Prepare the annual budget, including all funds of the Town and submit such to the Town Board together with a message describing the important features and be responsible for its administration after adoption.
- iii. Keep the Board advised of the financial condition and future needs of the Town and make such recommendations, as he deems advisable.
- iv. Shall have prepared by a Certified Public Accountant/Auditor and submit to the Town Board, as of the end of the fiscal year, a complete report of the finances and administrative activities of the Town for the proceeding year.
- v. Recommend to the Town Board, adoption of a pay and compensation philosophy and policy, which will guide the administration of the compensation system.
- vi. Recommend to the Town Board, adoption of such measures as the Manager may deem necessary or expedient for the health, safety or welfare of the Town or the improvement of the administrative services.
- vii. Consolidate or combine departments, offices, positions or units under the Manager's jurisdiction after consultation with the Mayor.
- viii. Attend all meetings of the Town Board, unless excused therefrom, and take part in the discussions of all matters coming before the Board.
- ix. Supervise the purchase of all materials, supplies and equipment for which funds are appropriated in the budget; let contracts necessary for the operation and maintenance of Town services for amounts authorized by Board policy and state statute, receive sealed bids for purchases and contracts in excess of statutory informal bidding limitation and present them to the Board for approval and advise the Board on the advantages or disadvantages of contract or bid proposals and issue rules governing purchasing procedures within the administrative organization.
- x. Investigate affairs of the Town or any department or division thereof. Investigate all complaints in relation to matters concerning the administration of the government of Wadesboro and in regard to service

maintained by the public utilities of Town and see that all franchises permits and privileges granted by Town are faithfully observed.

- xi. See that all laws and ordinances are faithfully and duly enforced.
- xii. Perform other such duties as may be required by the Town Board not inconsistent with the Town Charter, law or ordinances or this Agreement.

## **Section 2. Term and Resignation**

- a. The term of this Agreement shall be for three (3) years beginning on June 18, 2018 and ending on June 17, 2021; provided however, the Manager serves at the pleasure of the Board and nothing herein will be taken to imply or suggest a guaranteed tenure. The expiration of the Agreement does not relieve the Town of any severance obligations that may exist under this Agreement.
- b. Nothing in this Agreement will prevent, limit or otherwise interfere with the right of the Manager to resign at any time from the position with Town, provided, however, Manager will give the employer 30 days advanced notice in the event of resignation. No severance will be due in the event of resignation.

## **Section 3. Termination and Severance**

- a. Manager may be fired for “just cause” defined to mean fraud, embezzlement, willful neglect of duty, conviction of any crime involving moral turpitude, violation of duties to Town of honesty and sobriety or any other acts of a similar nature or of the same or greater seriousness. If the Manager is terminated because of his conviction of any illegal act involving personal gain to himself, then in that event Town will have no obligation to pay any severance payments contemplated herein.
- b. If Manager is terminated without cause, Manager will receive accrued vacation leave plus a payment equal to one month of his annual salary for each year that he has served as Town Manager, up to a maximum payment of 12 months salary but in any event not less than 6 months of annual salary.
- c. In the event Manager is terminated by the Board without cause, then all Employer provided benefits will continue in full force and coverage, at Town’s expense, for a period not to exceed the term of the severance payments or until similar coverage is provided to the Manager by a subsequent employer whichever comes first. Coverage under COBRA will begin on the date all coverage extended under the severance provisions herein expires.

- d. In the event the Board, at any time, reduces the salary, compensation or other benefits of Manager in a greater amount than an applicable across the board reduction for all employees of Town or in the event Town Board refuses to comply with any other provision benefiting Manager herein, then in that event the Manager may at his option, be deemed to be terminated, as provided herein.
- e. Should Manager be permanently disabled or 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 leave, Town will have the right to terminate the Agreement subject to the severance provisions.
- f. The terms of this Agreement will remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement has been negotiated and entered into by the Town and Manager.
- g. Contemporaneously with the implementation of the severance package as set out above, Manager agrees to execute and deliver to the Town a release, releasing Town of all claims that the Manager may have against the Town.

#### **Section 4 Salary**

- a. Town agrees to pay Manager for his services rendered pursuant hereto as Manager for the Town of Wadesboro an annual base salary of \$80,000.00, subject to any additions that Town may provide for in the future, payable in installments at the same time as other employees of the Town are paid.
- b. Manager will be eligible for any merit increases the Town may provide and will receive any COLA increases that other employees of the Town receive.

#### **Section 5 Deferred Compensation**

Town agrees to contribute, on behalf of the Manager, to any deferred compensation plan available to the employees of the Town of Wadesboro to the same extent as it contributes for other employees.

#### **Section 6. Retirement Benefits**

Town agrees to contribute to the North Carolina Local Government Employees Retirement Plan on Manager's behalf just as it does for other Town employees.

## **Section 7. Insurance Coverage**

Manager will be eligible for and covered by all insurances provided by or through the Town for other Town employees and will be provided the same premium payment benefits as provided to other employees of the Town.

## **Section 8. Automobile**

- a. Manager will be provided an allowance of \$500.00 per month to cover all automobile travel within North Carolina (this amount is not considered when making deferred compensation calculations). All Town related travel outside of North Carolina will be reimbursed at a rate equal to the IRS allowable mileage rate.
- b. Town is not required to provide an official vehicle for the Manager but the Manager is not prohibited from operating official vehicles for which he is qualified and licensed to operate provided however vehicle is used for official business.

## **Section 9. Cell Phone**

Town will provide Manager with a mobile phone at Town's expense.

## **Section 10. Other Benefits**

- a. All rules and regulations of Town relating to fringe benefits and working conditions as they now exist or hereafter maybe modified will apply to Manager as they would all employees of the Town.
- b. Manager will accrue vacation and sick leave at the rate specified in the Town's Personnel Policy.
- c. Manager will accumulate vacation and sick leave to the limits specified in the Town's Personnel Policy.
- d. Manager will receive a "technology allowance" to the amount approved by the Board for Manager's use of technology tools.
- e. Town desires for the Manager to be an active part of the community and to that extent understands that certain minor expenses of a non- personal and general job related nature may be incurred including participation in civic and other local organizations. With the approval of the Mayor, Town will pay Manager's dues to join local and civic community organizations.

## **Section 11. Professional Development**

- a. Town will pay Manager's professional dues for participation in International City County Management Association and the North

Carolina City County Manager's Association. Manager may join other professional organizations and have Town pay dues subject to the approval of the Mayor.

- b. Town will pay for Manager's attendance at such conferences, workshops and events that Town may from time to time direct Manager to attend.

### **Section 12. General Expenses**

- a. Town will bear full cost of any fidelity or other bonds required of Manager under any law or ordinance.
- b. The Finance Officer (or designated employee) is hereby authorized to disburse funds as needed to fulfill all or any provision of the Agreement, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

### **Section 13. Performance Evaluation**

- a. Town Board will annually review and evaluate the performance of the Manager in accordance with the criteria developed jointly by the Town and the Manager. The first evaluation will occur after the first six months of employment in order to better instruct the Manager in regards to the desires of the Town Board.
- b. The Manager will be provided with a written summary of the findings of the Board and will be provided an adequate opportunity to discuss the evaluation with the Board.
- c. Annually the Board and Manager will jointly define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Board's policy objectives which will be prioritized; said goals and objectives to be reduced to writing

### **Section 14. Indemnification**

Town will defend, save harmless and indemnify Manager 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 his duties as Manager. Town may compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification will extend beyond termination of employment and the otherwise expiration of this Agreement, to provide full and complete protection to the Manager by the Town of Wadesboro, as described herein, for any acts undertaken or committed in his capacity as Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand or other legal action occurs during or following his employment with the Town of Wadesboro.

## **Section 15. Conflict of Interest Prohibited**

It is further understood and agreed that because of the duties of Manager within and on behalf of the Town of Wadesboro and its citizenry, Manager will not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Town of Wadesboro except for stock ownership in any company, whose capital stock is publicly held and regularly traded, without prior approval of Town. For and during the term of this Agreement, Manager further agrees except for a personal residence or residential property acquired or held for future use as his residence, not to invest in any other real estate or property improvements within the corporate limits of the Town of Wadesboro, without the prior consent of the Town Board

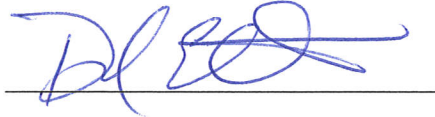
## **Section 16. Residence**

Manager is required to live in the corporate limits of the Town of Wadesboro. Manager is expected to establish residency within 6 months of becoming Manager.

## **Section 17. Contractual Provisions**

- a. The text herein will constitute the entire agreement between the parties. Any amendments or additions to this agreement will be approved and signed by all parties.
- b. This Agreement will be binding upon and inure to the benefit of the heirs at law and executors of Manager.
- c. This Agreement will become effective upon adoption and approval by the Town Board of Wadesboro, North Carolina.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, will not be affected and will remain in full force and effect.

**In Witness Whereof**, the Town of Wadesboro has caused this Agreement to be signed and executed in its behalf by its Town Board and duly attested by the Town Clerk and David Edwards has signed and executed this Agreement, both in duplicate, the day and year first witnessed above.



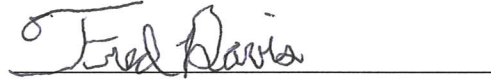
David Edwards, Town Manager



Bill Thacker, Mayor



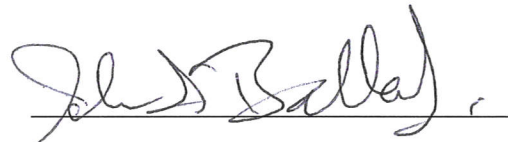
Cindi Pope, Clerk



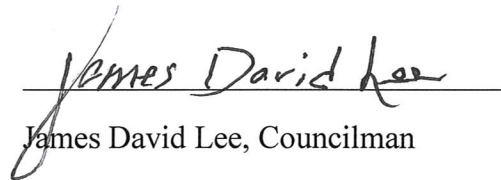
Fred Davis, Mayor Pro Tem



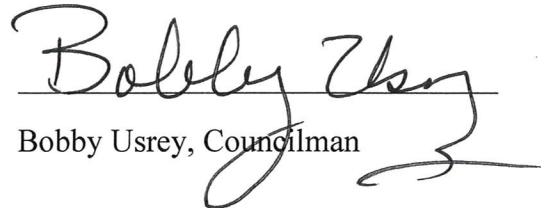
Jeremy Burr, Councilman



John Ballard, Councilman



James David Lee, Councilman



Bobby Usrey, Councilman