

**Onslow County
North Carolina**

AGREEMENT FOR EMPLOYMENT AS INTERIM CITY MANAGER

THIS AGREEMENT for Employment as Interim Town Manager (hereinafter "Agreement") is made and entered into and effective as of this the **30th day of March, 2026** by and between the Town of North Topsail Beach, North Carolina (hereinafter "NTB"), by and through the NTB Board of Alderman (hereinafter "Board") and Edward L. Faison, (hereinafter " Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the Interim Town Manager.

WITNESSETH:

WHEREAS, the Board and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, NTB's policies, that will uphold the principle of "serving at the pleasure of the Board," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within NTB's budget; and

WHEREAS, the Board desires to employ the services of the Manager as the Interim Town Manager, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to accept employment as the Interim Town Manager, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement,

NOW, THEREFORE, in consideration of the Manager accepting employment with NTB, and other good and valuable considerations, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the Board and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties.

- A. **PRIMARY DUTIES:** The Board hereby employs the Manager as Interim Town Manager to perform the duties and functions as specified in NTB's policies, the Laws of the State of North Carolina, this Agreement, and as the Board shall, from time to time, assign to the Manager consistent with the intent of this Agreement The Manager shall report for work and the duties as well as employment of the Manager shall commence on _March 30, 2026 , (the "Commencement Date"). The Manager shall assist any subsequently hired NTB Manager in his/her transition for a reasonable amount of time, as may be required by the Board.

- B. **OUTSIDE WORK:** The employment provided for by this Agreement is of a full-time nature and does necessarily constitute the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities may provide indirect benefits to the Town and the community, the Manager may elect to accept WITH PRIOR NOTICE, teaching, or consulting opportunities with the understanding that such arrangements shall not constitute interference

with, nor a conflict of interest with his responsibilities under this Agreement as long as the same does not keep the Manager from performing his duties hereunder.

Section 2. Term.

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and the Manager shall serve as Interim Town Manager, until a permanent Town Manager commences work. In the event a permanent Town Manager has not been hired and commenced work by **October 1, 2026**, (a period of approximately six (6) months), this contract shall terminate unless it is extended by mutual agreement of both parties to this contract.

Section 3. Salary.

The Council agrees to pay the Manager an annual salary of **\$187,200**, payable on the same schedule as the other employees of the City are paid. He shall be paid as a regular employee and not as a contractor. The Manager shall not be entitled to vacation pay and has agreed to the aforementioned in lieu of any other employee benefits.

Section 4. Reimbursements

Manager shall provide his own vehicle in the conduct of NTB business for which he shall be reimbursed at the approved 2022 federal mileage rate of \$ 0.725 per mile, to included weekly commute mileage to and from Swansboro, NC. In lieu of mileage, NTB may provide Manager with a vehicle. The Manager shall document all expenses and submit the same to NTB for reimbursement monthly or in a manner consistent with NTB policy.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any NTB employee benefits.

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by NTB Ordinances, NTB shall defend, save harmless and indemnify the 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 the Manager's duties for NTB, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "wrongful act" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either NTB or the Manager as to any third party; and provided further that NTB shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official capacity as Interim Town Manager, grossly negligent or intentionally wrongful. NTB may compromise and settle any such claim or suit, and shall pay the amount of any settlement reached or judgment rendered on such claim or suit, for which NTB has a duty to defend, save harmless and indemnify the

Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 7. Hours of Work.

It is clearly understood that the Manager is expected to perform all duties defined in Section 1 of this agreement. Manager agrees to be available by telephone or video conference for consultation and advice at all times, including responding to emergency situations upon proper notice.

Manager will advise NTB of the dates of uncompensated leave as they become known, planned, or required. The Manager will do so in a conscientious manner to minimize disruption to NTB's operations and services.

Section 8. General Provisions

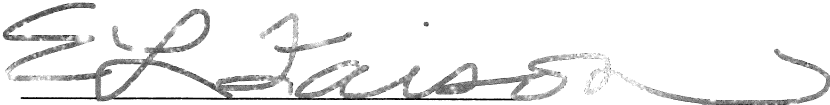
- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Onslow County, North Carolina.
- B. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between NTB and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- C. Amendment. This Agreement shall not be modified or amended except by a vote of the Board and, upon approval of the Board, a written instrument executed by the Manager and the duly authorized representative of the Board.
- D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Board and this Agreement may be terminated and canceled with advance notice of fourteen (14) days by the Board, with or without cause, at any time and without recourse from the Manager.

The Board may terminate the Manager for cause, effective immediately upon notice to the Manager. Cause is defined to mean fraud, embezzlement, or conviction of any crime involving moral turpitude. Upon termination for cause, NTB shall have no obligation to pay any salary or benefits to the Manager except those accrued up through the termination date. Moral Turpitude as used in this section includes, but is not limited to, rape, robbery, kidnapping, aggravated assault, mayhem, and spousal abuse.

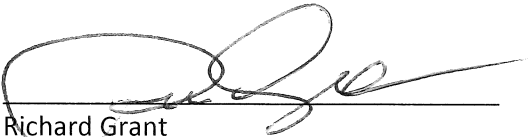
In the event the Manager voluntarily resigns his position of Interim Town Manager with NTB before the expiration of the Term, the Manager shall give NTB at least thirty (30) days' notice in advance, unless the parties agree otherwise. The Manager shall remain on the job and perform all the duties of the Interim Town Manager during the thirty (30) day notice period, and the Manager shall receive salary and benefits only for the thirty (30) day period.

IN WITNESS WHEREOF, NTB and the Manager have executed this Agreement effective as of the date first written above.

AGREED AND ACCEPTED this the ____ day of _____, 2026.



Edward L. Faison



Richard Grant
Mayor
North Topsail Beach

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

Municipal Finance Officer