

**TOWN OF ANGIER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 11 day of July, 2017 by and between **THE TOWN OF ANGIER**, a municipal corporation and body politic (the "Town") and **COLEY B. PRICE**, a citizen and resident of Harnett County, North Carolina (the "Employee"), both of whom understand and agree as follows:

WHEREAS, Employee began working with the Town on or about September 20, 1993. Thereafter, the Board of Commissioners (the "Board") appointed the Employee to the position of Assistant Town Administrator in November of 1996, and then to the position of Town Administrator on January 3, 2003. After the Board amended its Charter to provide for a Council-Manager form of government, in 2005, the Employee's title was changed from Administrator to Manager. Employee has been employed as, and has been acting in the capacity of the Town Manager since that time.

WHEREAS, Employee wishes to continue to be employed by the Town, ideally until a time at which he is eligible for full retirement pursuant to the Local Governmental Employees' Retirement System. As such, Employee has requested assurance and peace of mind with respect to future security. Employee has further agreed to increase the notice requirement of his intention to resign, in exchange for the changes that are being agreed to herein by the Town to his September 5, 2005 and May 22, 2017, Employment Agreements.

WHEREAS, it is the desire of the Board to (1) continue to employ the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against personal gain arising out of his performance of his position, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties or when the Town may desire to otherwise terminate his employment. In exchange for these promises and to fulfill these purposes, the Town has agreed to make changes to employee's September 5, 2005 and May 22, 2017 Employment Agreements.

WHEREAS, the Town and the Employee have agreed upon Employee's continued employment based upon the terms and conditions contained in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Employment.** The Town agrees to continue to employ Employee as the Town Manager of the Town to perform the functions and duties of the Town Manager as specified in the North Carolina General Statutes, and to perform such other additional duties which are legally permissible and within the scope of his employment.

2. **Effective Date and Term.** The Term of Employee's employment shall be indefinite and this Agreement shall be a continuing contract until terminated as provided herein. The Employee serves at the pleasure of the Board and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions of this Agreement and the North Carolina General Statutes.

3. **Compensation.** The Town agrees to continue Employee's base salary on the same basis as is currently in place, pursuant to the Town's regular payroll practices. The Town may increase Employee's base salary and/or benefits in such amounts and to such extent as the Board may determine that it is desirable to do so.

The Town will continue to pay Employee a car allowance in the amount of \$400 per month in a manner acceptable to the Town.

4. **Benefits.** Employee shall be entitled to the same benefits as other employees of the Town as defined in the Town's Personnel Policy. Such benefits shall include, but not be limited to, medical, dental, and vision insurance, life insurance, retirement plans, vacation and sick leaves, longevity compensation, workers' compensation coverage, leave entitlements, compensatory time, and any other benefits which the Town may provide from time to time.

5. **Professional Development.** The Town agrees to reimburse the Employee or pay for all reasonable costs related to the continued professional development of the Employee. This shall include paying subscriptions to professional journals and publications, dues for memberships in professional associations, and attendance at professional meetings and conferences. The professional associations and meetings referred to herein include at a minimum, the International City Management Association, National League of Cities, North Carolina City and County Managers Association, the North Carolina League of Municipalities, and programs offered by the UNC School of Government.

The Town also agrees to budget and pay for the travel and subsistence expense of the Employee for short courses, institutes, seminars, professional and official travel, meetings and occasions adequate to continue his professional development and that are for the good of the Town.

6. **Annual Performance Review.** At least annually, but more often as requested by either the Board or the Employee, the Board shall conduct a detailed, confidential evaluation of the Employee's performance. Such evaluations shall, at a minimum, be held in the first quarter of each calendar year. Any salary adjustments for Employee will be included in the budget for the Town's next fiscal year.

7. **Termination.** Employee's service as Manager may be terminated only of the following bases:
 - a. The Employee may, in his sole discretion, resign from service as Manager for the Town, but in so doing will give the Town three (3) months' notice of his intention to resign. The Board may, in its discretion, accept and agree to as much of a notice period of up to three (3) month as it deems appropriate and in such event, shall be liable for continuing to pay the Employee's salary and to continue his benefits for so long as he remains employed by the Town. Employee shall also be entitled to any other benefits available to Town employees pursuant to then-current policies, including but not limited to payment for accrued but unused vacation, holiday, compensatory time, and sick leave as applicable.
 - b. Should the Town terminate Employee's service without Cause, the Town shall pay to Employee an amount equal to one month of Employee's base salary (measured as of the date of separation) for every year Employee has been employed as Town Administrator or Town Manager (based on January 3, 2003 appointment date). Any fraction of a year worked shall be calculated on a prorated basis. Such amount may be paid per the Town's regular payroll practices, or in a lump sum payment at the election of the Town. Employee shall also be entitled to any other benefits available to Town employees pursuant to then-current policies, including but not limited to payment for accrued but unused vacation, holiday, compensatory time, and sick leave as applicable.
 - c. If the Town dismisses the employee for Cause, the separation shall be effective on the date the Town determines is appropriate, and from that date the Town shall have no further obligations to pay the salary of or provide benefits for the Employee, and Employee shall not be entitled to any type of severance payment. "Cause" is defined as (1) if the Employee is terminated because of his indictment for or conviction of a felony, (2) any illegal act involving personal gain arising out of his performance of this position, or (3) a misdemeanor that involves moral turpitude. Employee shall also be entitled to any other benefits available to Town employees pursuant to then-current policies, including but not limited to payment for accrued but unused vacation, holiday, compensatory time, and sick leave as applicable.
 - d. If at any time during the employment of Employee, (1) the Town refuses, following written notice to the Board, to comply with any provisions benefiting Employee herein, (2) if Employee resigns following a suggestion by a majority of the Board of Commissioners, whether formal or informal, that he resign, or (3) the Town reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the board reduction of salary or other financial benefits of all Town

employees; then, and in that event, Employee may, at his option, be deemed to be “terminated” at the date of such action and shall be entitled to the same benefits as set forth in this Section 7(b).

- e. Should the Employee die, retire pursuant to the terms of the Local Government Employees’ Retirement System, or become permanently disabled or otherwise unable to perform his duties while employed by the Town as the Town Manager, Employee and/or his beneficiaries shall be entitled to such benefits and and/or assistance as would customarily be available to Town employees upon death, retirement or disability, including but not limited to any necessary accommodations, payment of retiree health care coverage, payment of accrued but unused vacation, holiday, sick leave, compensatory time as applicable.
 - f. In the event Employee is separated from employment for any reason, but specifically pursuant to Sections 7 (b) (c), (d), or (e), the Town shall pay 100% of all health insurance coverage (including medical, dental and eye) for the Employee until he reaches the age of 65 or becomes Medicare eligible. Provision and/or reimbursement of such health care shall be arranged in a manner acceptable to the Town. The health insurance benefits shall be provided on the same basis as provided to active employees, provided; however, that Employee shall never receive less than the value of the plan (based on value paid by the Town per active employee) that he was last a participant in as an active employee. In addition, once Employee reaches the age of 65, or becomes Medicare eligible, the Town shall pay Employee at least \$250 a month, or otherwise provide a Medicare Supplemental Health Care Plan of similar value, to offset any health care costs after becoming Medicare eligible, and shall make such payments until the Employee’s death.
8. **Indemnification.** To the extent provided by law, the Town shall defend, hold harmless, and indemnify Employee 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 Employee’s duties as Town Manager, regardless of whether the Employee is sued in his individual or official capacity. The Town will compromise and settle any such claim or suit or pay the amount of any settlement or judgement rendered by a court of law thereon.
 9. **Governing Law.** The parties intend that this Agreement shall be governed by the laws of the State of North Carolina.
 10. **Severability.** If any provision of this Agreement shall be determined to be unenforceable, unconstitutional, or otherwise invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. In addition, in the event any portion of this Agreement is deemed to be unenforceable, the Town’s then-current personnel policies shall govern to the fullest extent possible.

11. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements and understandings between the parties with respect to the same, including but not limited to the agreements executed on or about September 5, 2005 and May 22, 2017. No amendment or modification of this agreement shall be deemed effective unless and until the same shall be evidenced by a written instrument executed by the parties hereto with the same formality attending execution of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties, their beneficiaries, devisees, and/or the estate and the personal representative of Employee.

13. **Time.** Time is of the essence in this Agreement and each and all of its provisions.


14. **Breach.** Either party shall be entitled to bring a legal action to specifically enforce or sue for breach of each and every provision of this Agreement in accordance with the law of the State of North Carolina. Any such proceeding must be brought in the Superior Court located in Harnett County, North Carolina. The parties hereby agree that the right to specific performance or for breach of this Agreement shall include the right of the non-breaching party to recover reasonable attorney's fees expended in the prosecuting of any claim against the breaching party for the enforcement or breach of this Agreement.

15. **Liability of Officers and Agents.** No officer, agent or employee of the Town shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

16. **Counterparts.** This Agreement may be executed in two counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS THEREOF, the Town of Angier has caused this Agreement to be signed and executed in its behalf by the Mayor, and duly attested by its Town Clerk and the Manager has signed and executed this Agreement, both in duplicate, the day and year first written.

SIGNED AND AGREED:

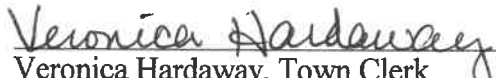


Mayor, Lewis W. Weatherspoon
Town of Angier




Coley B. Price, Employee, Town Manager

ATTEST:

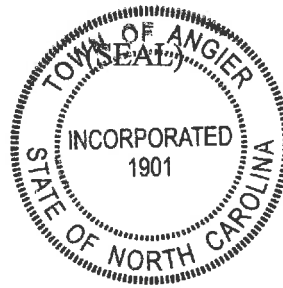


Veronica Hardaway, Town Clerk

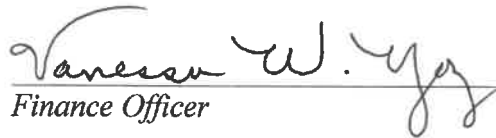
APPROVED AS TO FORM:



Al Bain, Town Attorney



*This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Contract Act.*



Vanessa W. Yoo
Finance Officer