Watauga County North Carolina

AGREEMENT FOR EMPLOYMENT AS INTERIM TOWN MANAGER

THIS AGREEMENT for Employment as Interim Town Manager (hereinafter "Agreement") is made and entered into effective as of this the **12th** day of **August**, **2026** by and between the Town of Boone, North Carolina (hereinafter "Town"), by and through the Town council of the Town of Boone (hereinafter "Council") and **William H. Perkins, Jr.**, (hereinafter "Manager"), to establish and set forth the term and conditions of the employment of the Manager as the Interim Town Manager.

WITNESSETH:

WHEREAS, The Town of Boone governs its affairs using a council-manager form of government as set forth in the town charter and Chapter 31 of the Town Code of Boone, and as supplemented by the authority provided in N.C. Gen. Stat. §160A-147 et seq,; and

WHEREAS, the Town 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; and

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

Section 1. Duties.

The Council hereby employs the Manager as Interim Town Manager to perform the duties and functions as specified in the Town Charter, the Laws of the State of North Carolina, this Agreement, and as the Council 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 Town Manager on **August 17, 2026** (the "Commencement Date").

Section 2. Term.

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and 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 February 11, 2027, a period of six (6) months from today's date; this contract shall terminate unless it is extended by mutual agreement of both parties to this contract.

Section 3. Salary.

The Town agrees to pay the Manager at the rate of $83.00 per hour, payable on the same schedule as the other employees of the Town are paid.

Section 4. Automobile, Lodging, and Meal Expenses

The Town will reimburse the Manager for miles traveled in his own vehicle as well as to and from his home in Lewisville, North Carolina, one time per week at the IRS allowable rate, currently $0.76 cents per mile. Additional reimbursement for travel to and from Lewisville, North Carolina above and beyond one time per week shall require approval from the Mayor in advance. A town vehicle will be available for use while the Manager is working on site in Boone.

The Manager will be reimbursed for any necessary and reasonable lodging, expenses, and incidentals that are related to his employment hereunder.

The Town shall compensate the Manager for a per diem for meals as per usual town policy for days on site for work (currently $16/breakfast; $19/lunch; $28/dinner).

To the extent required by town policy, the Manager shall document all expenses and submit the same to the Town for reimbursement monthly or in a manner consistent with Town policy.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any Town employee benefits except those specified herein.

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by Town Ordinances, the Town 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, 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 estoppels 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 the Town or the Manager as to any third party; and provided further that the Town 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. The Town may compromise and settle any such claim or suit, and will pay the amount of any settlement reached or judgment rendered on such claim or suit, for which the Town 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.

The Manager will work a maximum of thirty-two (32) hours per week. If longer hours are deemed necessary by Manager or the Town, beyond the thirty-two (32) hour maximum, then the total cumulative hours may be increased at the approval of the Mayor. The Manager will not exceed 1,000 hours of work per calendar year.

The Manager will work on a schedule generally agreed upon by both the Town and the Manager, varying as necessary for conflicts, appointments, and other obligations. Such a schedule may be by use of office and/or remote work time.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the Town. The Manager also agrees to respond to the Town for emergency situations.

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 Watauga County, North Carolina.

B. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the Town 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 Council and, upon approval of the Council, a written instrument executed by the Manager and the duly authorized representative of the Council.

D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Council and this Agreement may be terminated and canceled by the Council, with or without cause, at any time and without recourse from the Manager. This Agreement shall be terminated upon receipt of a written notice from either the Council or the Manager requesting termination of the Agreement.

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

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statutes §159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

THE TOWN OF BOONE

_____
Chief Financial Officer

TOWN OF BOONE, NORTH CAROLINA

_____
Mayor

ATTEST:

_____
Town Clerk (Town Seal)

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

_____
(Name)
Interim Town Manager