

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF PENDER

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement", made, entered into this the 5th day of July 2025 and effective retroactively to the 1st day of July, 2025 by and between the **TOWN OF TOPSAIL BEACH**, hereinafter referred to as "Town" and **CHRISTINA PRINCE BURKE**, hereinafter referred to as "Employee";

WITNESSETH:

THAT WHEREAS, the Town has determined that the Employee possesses the credentials, educational prerequisites, and experience requirements necessary to perform the duties of town managers as specified and contemplated by Chapter 160A of the North Carolina General Statutes and the Official Charter of the Town of Topsail Beach, and

WHEREAS, the Town desires to appoint Employee as Acting Town Manager; and

WHEREAS, Employee desires to accept the Town's appointment to the position of Acting Town Manager pursuant to and in accordance with the terms and provisions contained herein;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows;

1. **APPOINTMENTS, COMPENSATION & DUTIES:**

- a. **Acting Town Manager.** The Town has hereby appointed, and Employee has hereby accepted appointment to fulfill all the duties and responsibilities of a town manager in the capacity of Acting Town Manager of the Town of Topsail Beach effective and commencing on the 1st day of July 2025. The base salary of the Acting Town Manager computed on an annual basis is \$114,793. In addition, the Employee is to be paid a \$6000 signing basis as a lump sum, without deductions or withholding.

- b. **Town Manager.** In the event Employee continues through August 29, 2025 as Acting Town Manager without having given notice of resignation or being Termination as provided hereinbelow, then Employee is appointed Town Manager effective and commencing on the 30th day of August 2025. The base salary of the Town Manager computed on an annual basis is \$120,000.
- c. **Benefits.** The Employee shall receive health, dental, and vision insurance and prescription drug policy. The Employee will also receive life insurance insuring the life of the Employee. In addition to the foregoing the Manager shall be provided with sick leave, holidays, and other programs available and granted to the employees of the Town. The Employee will be entitled to receive sick leave and vacation under the Town's Personnel Policy in accord with the period of time the Employee has been employed with the Town. In addition, the Town will make contributions of 5% of the Employee's salary to a 401 (k) plan. The Employee will receive \$75.00 monthly cell phone allowance.
Beginning fiscal year 2026, the Employee will receive the same percentage increase as other employees for annual cost of living/merit increase and any additional merit increase the Town may deem appropriate
- d. **Duties.** The duties and responsibilities of the Employee shall include and be consistent with those set forth in North Carolina General Statute sec. 160A-148. The Employee is expected to conduct and perform those duties in accord with the tenets set forth in the International and North Carolina City/County Management Associations' Code of Ethics as amended, except as otherwise required by this Agreement.

2. **EMPLOYEE AT WILL:** The Employee shall serve at the pleasure of the Town Board of Commissioners ("Board") pursuant to North Carolina General

Statutes 160A-147 and the Official Charter for the Town of Topsail Beach and the Employee is an employee at will. Nothing in this Agreement shall be construed in a way that renders the Employee not being an employee at will or prevents the Board from terminating the Employee's employment, whether with or without cause.

3. CESSATION OF EMPLOYMENT

a. **Resignation by Employee.** In the event that the Employee resigns, the Employee shall give the Town at least two months prior written notice. In that event, the Employee shall be paid salary and benefits for the time period between the notice of resignation and the end of employment on the effective date of resignation (the "Resignation Period"). Employee is not entitled to any additional severance compensation in the event of resignation. In the event the Employee resigns and fails to provide the required notice on a timely basis, the Town Board may, in its discretion, choose to withhold payment for unused annual leave and no payment shall be made for other types of accrued but unused leave.

Nothing herein limits the power and ability of the Board to terminate Employee's employment during the Resignation Period, in which event the Town will pay the Employee the salary and benefits that would have been payable during the Resignation Period had the Board not terminated the employment.

b. **Termination by Board of Commissioners.** In the event the Employee is terminated or discharged by the Town then the Town upon the date of the termination specified by the Board shall pay to the Employee as severance a lump sum that is the equivalent of three months gross salary (without deductions or withholdings of any kind). As consideration for this severance payment specified herein, the Employee shall be available to the Town for a three month period to render consulting services regarding Town matters. Before receipt of the severance payment, the Employee shall execute and deliver to the Town a full and complete release of any and all claims that the Employee may have against the Town arising out of this Agreement and the Employee's employment with the Town.

4. **PROFESSIONAL MEMBERSHIPS:** The Town shall pay the Employee's professional membership dues.

5. **PROFESSIONAL DEVELOPMENT AND CONFERENCES**: The Town will encourage the Employee to stay current on issues facing local governments. The Town will pay required fees for continuing education conferences for the Employee. Professional development consists of workshops and annual conference(s) which equip the Employee to better address the issues of concern to the Town. One annual conference may be out of state.

6. **PROFESSIONAL LIABILITY**: The Town agrees that it shall defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in his individual and/or official capacity while acting as agent and employee of the Town, provided, however, the incident arose while Employee was acting within the scope of his employment; provided further, that the Town has waived its defense of government immunity by the purchase of liability insurance; excluding criminal litigation, claims for willful or intentional misconduct or any claim coverage for which is not within the authority of the Town to provide under state law. If conflict exist, as regards the defense to claims, between the legal position of the Employee and the legal position of the Town, the Employee may engage separate legal counsel, in which case the Town shall indemnify the Employee for the costs of legal defense to the extent permitted by law. The Town shall not, however, be required to pay any legal costs of any legal proceeding in the event the Town and the Employee have adverse interests in such litigation.

7. **AMENDMENT**: This Agreement may be amended during its term by mutual written consent of the Town and the Employee. Any such amendment shall be in writing, approved by official action by the Town, and accepted in writing by the Mayor of the Town and the Employee.

8. **SAVINGS CLAUSE**: If during the term of this Agreement, it is found that a specific clause in the Agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in force.

9. **GOVERNING CLAUSE**: This agreement shall be governed by, construed and enforced in accordance with the law of the State of North Carolina.

10. **ENTIRE AGREEMENT:** The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Agreement which are not expressly contained in this instrument.

11. **MODE OF EXECUTION:** This Agreement may be executed in any number of counterparts, including those signed manually or electronically, with each considered an original and all together forming one agreement. Sending a signed signature page electronically, like via fax or email with a PDF, is considered the same as delivering a manually signed copy. The parties agree that electronic signatures, including those from standard platforms, are legally valid and enforceable like manual signatures.

IN TESTIMONY THEREOF, the Town has approved this agreement and caused this instrument to be executed in its name by its Mayor, and duly attested to, all by order and resolution of the Town, and the Employee has accepted this Agreement and has hereunto signed and sealed the same this the 5th day of July, 2025.

SIGNATURE PAGES FOLLOW

EMPLOYEE

By: Christina Prince Burke (SEAL) Date: 7/15/25
Christina Prince Burke

TOWN OF TOPSAIL BEACH

By: Frank Braxton Date: 7/15/2025
Frank Braxton, Mayor of Town of
Topsail Beach

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

By: Connie Forand Date: 7/15/2025
Finance Director

Attest:
By: Debbie Jett Date: 7/15/2025
Town Clerk

Approved as to Form:

By: Stephen D. Coggins Date: 07/15/2025
Town Attorney