

STATE OF NORTH CAROLINA

ALAMANCE COUNTY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this the 19th day of August 2024, by and between Alamance County ("Alamance County"), a North Carolina body politic and corporate, and James F. Stevens ("Stevens"), pursuant to the following terms and conditions.

WHEREAS, Stevens has served as the County Attorney for Alamance County since August 1, 2022, and

WHEREAS, Alamance County wishes to continue the services of Stevens as County Attorney of Alamance County, as provided by North Carolina General Statute § 153A-114; and

WHEREAS, Alamance County and Stevens have agreed upon certain terms and conditions regarding the employment of Stevens by Alamance County; and

WHEREAS, Stevens wishes to continue employment as the County Attorney of Alamance County pursuant to those terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Alamance County and Stevens agree as follows:

1. EMPLOYMENT AND DUTIES. Alamance County hereby employs Stevens as County Attorney and Stevens agrees to perform the functions and duties of County Attorney as set forth in North Carolina General Statute § 153A-114 and to perform other legally permissible and proper duties and functions as the County Commissioners and County Manager shall assign to him from time to time. The day-to-day oversight and the annual performance evaluation shall be done by the County Manager, with input from the Board of Commissioners. The effective date of the beginning of this Employment Agreement is as noted above and shall continue unless terminated as set forth herein.

2. COMPENSATION.

2.1 Salary. As of June 30, 2024, for all services rendered by Stevens to the County as County Attorney, the County agrees to pay Stevens an annual salary of \$176,751.28 subject to all applicable taxes and withholdings (the “Base Salary”). The salary shall be payable through the County’s payroll system at the same times and in the same manner as the County's employees and pursuant to the County's most-current personnel policies. Stevens shall be eligible to receive any and all pay increases afforded to Alamance County employees (including those made effective with the County’s fiscal year 2024-25 annual budget, adopted June 17, 2024) in the same manner and with the same bases of eligibility as County employees. If Stevens’ salary is increased by Alamance County, such increased salary shall then constitute the Base Salary for all purposes of this Agreement and the parties agree this new Base Salary will not be reduced unless agreed by the parties in writing or by termination of Stevens’ employment pursuant to the terms of this Agreement.

2.2 Insurance. Subject to all eligibility requirements, the County agrees to provide Stevens access to insurance coverage and other benefits on the same basis and in the same amounts as the County provides said benefits to County employees.

2.3 Additional. Stevens shall receive the following during the term of this Employment Agreement:

2.3.1 Travel Expenses. Subject to County Manager approval, Stevens will be paid for or reimbursed for the following: usual and customary travel expenses as are necessary to complete his duties as County Attorney; for continuing legal education; and to fulfill responsibilities of leadership with any professional legal organization with which Stevens might serve. Such travel expenses will be paid or reimbursed in the same amount and manner provided by Alamance County for its employees and Stevens will secure permission for any such expenses as is required by County policy.

2.3.2 Vacation Leave. Stevens shall accrue vacation days based on his total years of North Carolina local government service, as reflected in the State of North Carolina’s Local Government Employee Retirement System (LGERS), at amounts consistent with the County's personnel policies.

2.3.3 Sick Leave. Stevens shall accrue sick leave at the same amounts and frequency as County employees, as set forth in the County's personnel policies.

2.3.4 Payment of Membership and Professional Dues. Alamance County will pay the licensing fee and/or dues for the membership for Stevens in the following professional organizations: the North Carolina State Bar, the Alamance County Bar, the North Carolina Association of Police and Sheriff's Attorneys, and the North Carolina Bar Association.

2.3.5 Continuing Legal Education. In order to provide for the continued professional development of Stevens, and to comply with the requirements of the North Carolina State Bar for continued legal education, subject to County Manager approval, Alamance County will pay costs associated with instruction and education relevant to Stevens' position as County Attorney.

3. TERMINATION.

3.1 Termination by Alamance County. Alamance County and Stevens acknowledge that Stevens serves as County Attorney at the pleasure of the Alamance County Board of Commissioners and, therefore, Alamance County may terminate Stevens' employment for any lawful reason, or no reason, upon appropriate action of the Alamance County Board of Commissioners. In the event Alamance County terminates Stevens' employment for any reason other than for Just Cause (as defined in this Section), Alamance County shall provide Stevens with Severance Pay based on his then-current Base Salary consistent with this Section.

Severance Pay shall be the equivalent of two months of Stevens then-current Base Salary. This Severance Pay shall be paid, in full, along with the payout for any hours of Vacation Leave accrued by Stevens, within thirty (30) business days after Stevens' termination date and shall be subject to all applicable taxes and withholdings. If Alamance County terminates this Agreement for Just Cause, Stevens shall not be entitled to receive, and Alamance County will have no obligation to pay, the Severance Pay. For purposes of this Agreement, "Just Cause" is defined as the following: If Stevens is indicted for (i) any illegal act involving personal gain to

himself, or (ii) a felony, or (iii) a misdemeanor that involves moral turpitude, or (iv) suspension of Stevens' law license by the North Carolina State Bar.

3.2 Termination by Stevens. Stevens may terminate this Agreement for any reason, or no reason, upon 60 days' written notice to the County Manager and Board Chair. In the event Stevens terminates this Agreement, or this Agreement is terminated by mutual written agreement of the parties, Stevens shall not be entitled to receive, and the County will have no obligation to pay, the Severance Pay.

3.3 Death/ Permanent Disability. This Agreement will terminate without any required notice upon the death of Stevens or a finding of permanent disability of Stevens which leaves him unable to perform the job duties of County Attorney.

4. INDEMNIFICATION. Alamance County shall maintain professional liability insurance in a style and form agreeable to the parties and shall further defend, save harmless and indemnify Stevens against any tort, professional liability claim, demand or other legal action arising out of an alleged act or omission during the performance of Stevens' duties as County Attorney. Such indemnification shall not extend to any criminal act. Alamance County reserves the right to, in its discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

5. GENERAL PROVISIONS.

5.1. Entire Agreement. This Agreement shall constitute the entire Agreement between the two parties. The Agreement may be amended only in writing signed by both parties.

5.2. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina. Appropriate venue for any dispute arising out of this Agreement shall lie in the State Courts of North Carolina, venue Alamance County.

5.3. Exclusive Modification. Except as may be modified or amended in this Agreement, Stevens shall otherwise be subject to the policies and procedures of the current Personnel Handbook of Alamance County.

5.4. Withholding Taxes. All amounts payable under this Agreement shall

be subject to applicable withholding requirements for Federal and State income taxes, employment and payroll taxes, and other legally required withholding taxes and contributions to the extent appropriate in the determination of County, and Stevens shall report all such amounts as ordinary income on his personal income returns and for all other purposes.

5.5. Assignment. No party hereto may assign or delegate any of its rights or obligations hereunder.

5.6. Binding Effect. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors and permitted assigns of the parties hereto.

5.7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

5.8. Notices. All notices, demands or other communications to be given or delivered hereunder or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been properly served if (a) delivered personally or (b) sent by certified mail, return receipt requested and first-class postage prepaid.

Any Notice sent pursuant to this Agreement must be addressed as follows:

To Alamance County:

Heidi York, County Manager

124 W. Elm Street

Graham, NC 27253

and

Board Chair

124 W. Elm Street

Graham, NC 27253

To Stevens:

Rik Stevens, County Attorney

124 W. Elm Street

Graham, NC 27253

5.9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken

together shall constitute one and the same agreement.

5.10. Descriptive Headings. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

5.11. No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party of a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

ALAMANCE COUNTY

John P. Paisley, Jr.
Chair – Alamance County Board of Commissioners

JAMES F. STEVENS

James F. Stevens
Alamance County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, N.C.G.S. § 159-28.

Susan Evans
Alamance County Finance Officer

Approved as to form only.

Debra Bechtel
Attorney for Alamance County Board of Commissioners