



**SPECIAL SESSION MINUTES OF THE
PAMLICO COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 13, 2021**

The Pamlico County Board of Commissioners met for a special session on Monday, December 13, 2021 at 7:00 pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Missy Baskervill, Kari Forrest, Candy Bohmert, Doug Brinson, Ed Riggs, Pat Prescott and Carl Ollison were present. Also present were County Attorney Dave Baxter, County Manager Tim Buck, and Clerk to the Board Chantelle Allison.

Chairman Doug Brinson called the meeting to order.

Chairman Doug Brinson led the assemblage in the Pledge of Allegiance.

Chairman Doug Brinson asked if there were any additions and/or deletions to the agenda, and there were no motions made.

On a motion made by Commissioner Missy Baskervill and seconded by Commissioner Candy Bohmert, the following resolution was approved by a vote of 5:2, Ayes: Commissioners Baskervill, Forrest, Bohmert, Brinson, Riggs Nays: Commissioners Prescott, Ollison

BE IT RESOLVED the job description for the Assistant County Manager is approved. [21-22-106]

ASSISTANT COUNTY MANAGER – PAMLICO COUNTY

General Description of Work

The Assistant County Manager performs complex professional, administrative and managerial work helping administer the daily activities of Pamlico County (“County”) government under limited supervision by the County Manager. Work involves coordinating and overseeing operations of assigned departments, managing County projects, and representing the County on various boards, commissions and committees. Work also involves acting as County Personnel Officer. The Assistant County Manager must exercise considerable initiative and independent judgment in all phases of work and must approach interactions with County employees, community groups, business persons, contractors and the public with tact and courtesy. This position reports to the County Manager.

Essential Functions/Tasks

- Serves a chief administrative officer in the absence of the County Manager as required.
- Assists the County Manager in coordinating budget, personnel, and administrative policy matters as required to ensure compliance and maintain operational standards; develops recommendations for new programs, revision, policy modifications and ordinances for presentation to the County Manager.

- Performs supervisory duties as necessary including assigning and reviewing work, program planning, maintaining standards, and coordinating activities as needed;
- Coordinates submission of assigned departmental budgets to County Manager and assists assigned departments with budget formulation as needed.
- Represents county on boards, commissions, and committees related to areas of responsibility as assigned;
- Assist in the preparation and maintenance of the County's Position Classification Plan and Pay Plan;
- Apply, interpret, and carry out these Personnel Policies and the policies adopted hereunder, as directed by the County Manager;
- Establish and maintain records relating to all persons in the County's employment or service;
- Develop and administer recruiting programs to attract a supply of competent applicants to meet the needs of the County;
- Encourage and exercise leadership in development of an effective personnel administration within various County departments;
- Investigate, when necessary and appropriate, the time, operation and effect of the County's Personnel Policy;
- Make recommendations, as appropriate, to the County Manager or the Board of Commissioners regarding County personnel functions; and
- Issue and publish, as necessary, administrative directives, supplements, interpretations, policy statements, forms, reports, and other personnel materials necessary for the proper functioning and maintenance of procedures under the County's Personnel Policy;
- Monitors and enforces personnel actions in accordance with applicable rules, regulations, state and federal laws, including FMLA, FLSA, ADA, ADEA, GINA, and COBRA compliance; recommends and implements procedural changes as needed.
- Consults with County Attorney as needed;
- Assists employees with resolving work-related problems, administers grievance procedures, and participates in applicable court proceedings or other forums for resolving employee complaints or claims;
- Any other related duties as deemed necessary.

Knowledge, Skills and Abilities

Thorough knowledge of the principles and practices of business or public administration as applied to county government. Has thorough knowledge of county government organization and functions. Has thorough knowledge of modern practices and principals of accounting and budgeting as applied to county government. Has considerable knowledge of the principles of supervision, organization and administration. Is able to make administrative decisions independently in accordance with established laws, regulations and the County's policies and procedures. Is able to work independently and to apply knowledge to a variety of situations. Is able to analyze complex organizational and administrative problems and to formulate, develop and present recommendations for their solution. Is able to effectively express ideas orally and in writing. Is able to make oral presentations before large groups of people. Is able to establish and main effective working relationships as necessitated by work assignments.

Qualifications

Graduation from a four-year accredited college or university or an equivalent degree with a focus in business, public administration, planning or political science or closely related field.

Candidate must have three to five years of experience as a department head or at a management level with local government or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

Physical Requirements

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently on constantly to move objects; work requires typing, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the candidate would not be subject to adverse environmental conditions.

On a motion made by Commissioner Missy Baskervill and seconded by Commissioner Candy Bohmert, the following resolution was approved by a vote of 5:2, Ayes: Commissioners Baskervill, Forrest, Bohmert, Brinson, Riggs Nays: Commissioners Prescott, Ollison

BE IT RESOLVED, the request to advertise for an Assistant County Manager, with a 6-month probationary period and salary range of \$62,000-82,000 is hereby approved. The advertising will cease after 30 days if there is no success. [21-22-106]

On a motion made by Commissioner Candy Bohmert and seconded by Commissioner Pat Prescott, the following resolution was unanimously approved.

BE IT RESOLVED, the County Manager Contract is approved as amended. [21-22-107]

THIS COUNTY MANAGER EMPLOYMENT AGREEMENT, made and entered into as of the Contract Date, and effective as of the Effective Date, by and between **PAMLICO COUNTY** and **TIMOTHY A. BUCK**, is as follows:

W I T N E S S E T H:

ARTICLE 1
Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it

shall appear in the identical form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

- 1.1 **“Agreement”** - means and refers to this County Manager Employment Agreement.
- 1.2 **“Contract Date”** – means and refers to the 13th day of December 2021.
- 1.3 **“County”** – means and refers to Pamlico County, a body politic and corporate of the State of North Carolina.
- 1.4 **“County Manager”** – means and refers to the position identified as such under North Carolina law without regard to the individual serving as same at any given time.
- 1.5 **“Effective Date”** – means and refers to the 13th day of December 2021.
- 1.6 **“Governing Body”** - means and refers to the Board of Commissioners of Pamlico County.
- 1.7 **“Initial Term”** – means and refers to the initial term of this Agreement as set forth in Article 6 of this Agreement.
- 1.8 **“Just Cause”** – means and refers to conduct and/or actions that allow for immediate termination of the Manager’s employment in accordance with Article 6 below, including but not limited to: (1) gross negligence, or willful misfeasance or malfeasance in the performance of his duties; (2) felony or misdemeanor conviction of any crime involving moral turpitude, sobriety, honesty, or fraud; (3) Manager is adjudicated incompetent or is incapacitated such that Manager cannot perform any of the duties described in this Agreement; and (4) violation of any obligation contained in this Agreement.
- 1.9 **“Manager”** - means and refers to Timothy A. Buck, an individual and resident of Pamlico County, North Carolina.
- 1.10 **“Personnel Policy”** – means and refers to the County’s Personnel Policy, as may be amended unilaterally by the Governing Body from time-to-time.
- 1.11 **“Renewal Term”** – means and refers to any renewal term as described in Article 6 of this Agreement.

ARTICLE 2

Recitals

- 2.1 As such, County is authorized to employ personnel as may be necessary or advisable for the proper operation and maintenance of the County, including the appointment of a County Manager.
- 2.2 The Governing Body has previously appointed the Manager to the position of County Manger, and the Manager accepted such appointment, upon certain terms and conditions.

2.3 The parties have previously agreed to the terms of the Manager's employment.

2.4 In order to comprehensively reflect the agreed upon terms and conditions of the Manager's employment, the parties hereto now desire to enter into this Agreement in order to provide a statement of their respective responsibilities and understandings in connection with the operation of the County, and the provision of services to the County by the Manager during the term of this Agreement.

ARTICLE 3

Employment and Duties of Manager

3.1 **County Manager.** By the execution of this Agreement, the Governing Board hereby continues the employment of Manager as the County Manager of the County. In this capacity, Manager shall serve as the chief administrator of the County's government. The Manager agrees that he shall use such diligence and care as is customarily afforded by persons providing similar professional services. The Manager further agrees that he shall observe and conform to the ethics and customs of his profession and agrees that he will comply with all lawful regulations, directives, and orders affecting the operations of the County. At all times he shall comply with the United States Constitution, the North Carolina Constitution, the North Carolina General Statutes, all regulations, policies, and ordinances of the County, and the directives of the Governing Body.

3.2 **Performance; Duties.** The Manager agrees to render full-time professional management services to the County in the capacity of County Manager for the term of this Agreement. He will at all times faithfully, industriously and to the best of his ability, perform all duties that may be required of him by virtue of his position as County Manager and all other duties imposed upon him to the reasonable satisfaction of the Governing Body. His powers and duties shall specifically include those powers and duties more fully enumerated in G.S. §153A-82 ("Powers and duties of [county] manager"). Further, Manager's actions shall be governed at all times by the authority given him by the Governing Body; the approved budget; and/or all County ordinances, rules, regulations, resolutions and policies.

ARTICLE 4

Salary

During the Term of this Agreement, the Manager's salary shall be as follows:

4.1 **Salary.** The Manager's annual salary shall be One Hundred Ten Thousand and no/100 Dollars (\$110,000.00), payable in the same manner as other employees of County.

4.2 **Future Salary.** The Manager's salary compensation as set forth in Section 4.1 above shall be reviewed on an annual basis, in conjunction with his annual performance review. Manager shall be given equal consideration for annual salary adjustments as other County employees and shall be given all cost of living increases and similar adjustments to salary as other County employees. Furthermore, County may provide for an additional increase in annual salary based upon merit or similar considerations.

ARTICLE 5

Benefits

Manager shall be entitled to benefits in addition to salary as herein above specified in Article 4 as follows:

5.1 Vacation, Sick and Professional Leave. The Manager shall be provided annual vacation, sick and professional leave in accordance with the Personnel Policy. Accumulation of unused vacation, sick and professional leave, and the disposition of the same upon termination, shall be in accordance with the Personnel Policy, except as otherwise provided herein.

5.2 Deferred Compensation. The County agrees to pay the Manager deferred compensation (State of North Carolina 401(K) program), at the same percentage as provided to other County employees. Additionally, County shall pay an annual matching payment of three percent (3%) of Manager's annual deferred compensation.

5.3 Retirement Benefits. The County agrees to pay retirement to the North Carolina Local Government Employees' Retirement System on behalf of the Manager, at the same percentage as provided to other County employees.

5.4 Health and Dental Insurance. The Manager shall be provided health and dental insurance coverage in the same amount as provided to other County employees.

5.5 Professional Memberships. The County shall pay all membership fees, and any related dues and costs, for the Manager to be a member of the International City/County Management Associations and the North Carolina City and County Management Association.

5.6 Automobile and Travel Allowance. The Manager shall be provided with an automobile and travel allowance in the annual amount of \$7,000.00, paid in bi-weekly installments, for reimbursement of automobile and travel expenses. Said allowance shall be to reimburse the Manager for travel within Pamlico County only. For travel outside of Pamlico County, the Manager shall also be entitled to additional reimbursement for automobile and travel expenses as provided for in the Personnel Policy.

5.7 Other Benefits. Except for future employer matching payments of employee deferred compensation paid to County employees, the Manager shall be eligible for all other benefits provided to other employees of the County not otherwise identified herein. With respect to Manager's Deferred Compensation, Section 5.2 of this Agreement controls.

5.8 Previously Accrued Benefits. The Manager shall be entitled to all benefits accrued by him in his prior employment with the County through the Effective Date.

ARTICLE 6

Term; Termination

6.1 Term. The Initial Term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2025. This Agreement shall be automatically renewed at the expiration of the Initial Term and each year thereafter for a Renewal Term of one (1) year beginning on the expiration date of the Initial Term and any subsequent Renewal Term unless earlier terminated in accordance with this Agreement.

6.2 Termination without Just Cause. In no event shall this Agreement be terminated by County without Just Cause during the Initial term. This Agreement may be terminated without Just Cause by County during any Renewal Term with at least sixty (60) days' advance written notice to Manager and in accordance with the terms of this Agreement. In the event that the County elects to terminate this Agreement without Just Cause, the Manager shall be entitled to compensation and benefits as set forth in Articles 4 and 5 of this Agreement for a period of twelve (12) calendar months from the date of actual termination. Unless otherwise mutually agreed, the Manager shall be paid such compensation and receive such benefits in the same manner as if his employment continued during said twelve (12) month period.

6.3 Termination for Just Cause. Notwithstanding any other provision of this Agreement, should Manager be terminated for Just Cause, then the Governing Body shall have the right to cancel and terminate this Agreement upon immediate written notice following such finding. In such event, Manager's compensation and benefits as set forth in Articles 4 and 5 above shall terminate on the date this Agreement is terminated.

6.4 Termination by Manager. During the term of this Agreement, in the event that the Manager elects to terminate his employment pursuant to this Agreement, County shall be entitled to at least sixty (60) days' advance written notice to the Governing Body. During such notice period, the Manager shall continue to carry out his duties in a professional and responsible manner and shall be entitled to compensation as herein set forth. Should the Manager fail to give the notice required herein, then any accumulated vacation leave shall be forfeited by the Manager, notwithstanding anything to the contrary contained herein.

ARTICLE 7

Annual Performance Evaluation

The Governing Body shall annually review and evaluate the performance of the Manager no later than May 10th of each year.

ARTICLE 8

Indemnity

To the extent allowed by law, the County agrees to hold harmless and indemnify the Manager against any loss or damage, including attorney's fees, incurred by Manager in furtherance of, and within the course and scope of, his employment. The County will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to the Manager, by the County as described herein, for any acts undertaken or committed in his capacity as Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with the County.

ARTICLE 9

Miscellaneous

9.1 Assignment. Nothing contained in this agreement shall be construed to permit assignment by the Manager of any rights under this Agreement and such assignment is expressly prohibited.

9.2 Amendment. This Agreement may be amended by mutual agreement of the parties; provided, however, that any such amendment shall be in writing and signed by both parties in order to be valid.

9.3 Entire Agreement; Prior Agreements of Employment. It is understood and agreed that this contract constitutes the entire agreement between the County and the Manager, and that all terms of salary, compensation and benefits are as agreed and as set forth herein. It is expressly acknowledged that since the Manager serves at the will of the Governing Body, he is not bound by, or subject to, the County Personnel Policy, except as otherwise provided herein. This Agreement voids and replaces any and all prior agreements of employment between the parties.

9.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

9.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the County, its successors and assigns, and shall be binding upon the Manager, his administrators, executors, legatees, and heirs.

9.6 Governing Law; Exclusive Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Pamlico County, North Carolina.

IN TESTIMONY WHEREOF, PAMLICO COUNTY, has caused this instrument to be executed in its name by its Chairman, attested by its Clerk, and its corporate seal to be hereunto affixed, all by order of its Board of Commissioners duly given; and the said TIMOTHY A. BUCK has hereunto executed this instrument in his name and has adopted the typewritten word “SEAL” appearing beside his name all on the day and year first above written.

There being no further business, on a motion made by Commissioner Missy Baskervill and seconded by Commissioner Candy Bohmert, the Board adjourned until Monday, January 3, 2022, at 7:00 pm.

Chairman

Clerk to the Board