


NORTH CAROLINA
CURRITUCK COUNTY

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



Finance Officer

COUNTY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT made and effective as of the 7th day of February, 2022 by and between the COUNTY OF CURRITUCK, a body corporate and politic existing under the laws of the State of North Carolina, (the "County"), employer, and DONALD I. MCREE, JR., an individual, (the "Employee");

RECITALS

A. The County is a body corporate and politic organized and existing under the laws of the State of North Carolina and duly authorized to enter into this Agreement.

B. Employee is duly qualified to serve the County as its County Manager.

C. County desires to employ the Employee as its County Manager and Employee has agreed to such employment.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the parties agree as follows:

EMPLOYMENT

1. County hereby offers, and Employee accepts, effective February 7, 2022, employment as County Manager for Currituck County. In this regard, Employee

shall perform duties specified in N. C. Gen. Stat. §153A-82 which is incorporated herein and made a part of this Agreement.

2. It is understood this employment is a full-time obligation. Employee agrees not to pursue any other employment during the term of this Agreement or any extension of this Agreement, without the written permission of the Board of Commissioners.

TERM OF EMPLOYMENT — SEVERANCE BENEFITS - NOTICE

1. Employee shall serve at the pleasure of the County's Board of Commissioners and Employee's employment may be terminated at any time subject to the terms and conditions set forth in this Agreement. The initial term of this Agreement shall begin on February 7, 2022 to and including July 31, 2024. The first six months of the initial term shall be a probationary period during which the Employee may be dismissed by the County's Board of Commissioners at any time during the probationary period. At the expiration of the initial term, this Agreement shall renew, upon the same terms and conditions contained in this Agreement, for an additional three (3) year term unless County notifies Employee in writing at least six months prior to expiration of the then current term that this Agreement shall not be renewed. In the event County elects to terminate Employee's employment prior the expiration of the initial term or prior to the expiration of any term that has been renewed, Employee shall receive the compensation and benefits set forth in this Agreement for the remaining portion of the initial term of the Agreement or the remaining portion of any renewed Agreement or twelve months of compensation and

benefits set forth in this Agreement, whichever is greater, in recognition and consideration for past service rendered the County. For purposes of complying with this paragraph, appropriations held as unencumbered fund balances in any fund or account of the County shall be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this paragraph of this Agreement.

2. In the event Employee should voluntarily resign as County Manager, he shall give the County not less than one (1) months' notice. During this notice period, Employee shall, at the option of the Board of Commissioners, continue to work in the capacity of County Manager with the benefits of existing compensation.

3. Termination for cause shall be effective immediately and entitle Employee to no further compensation. "Cause" is defined as: insubordination, conviction of a felony or crime of moral turpitude, consumption of alcohol or controlled substances on County property during employment, intoxication on County property during employment, theft, embezzlement, assault on a co-worker, and sexual harassment.

COMPENSATION

1. For service as County Manager, Employee shall be compensated at the annual rate of \$170,000.00 plus accrued cost of living and longevity pay earned by Employee since August 1, 2008 as County Attorney for the County which on the date of this Agreement is compensation in the amount of \$202,787.23. Employee's compensation shall be paid in equal increments on or before the first day of each

month for the preceding months' work, or biweekly for the preceding two (2) weeks work, at the election of County.

2. In addition to the above-stated compensation, Employee shall receive such other benefits from employment with the County to the same extent as regular County employees. This includes, but is not limited to, hospitalization insurance, retirement contributions, longevity, sick leave, annual leave and the like.

3. From February 7, 2022 until a successor County Attorney is appointed by County's Board of Commissioners, Employee shall continue as the County Attorney for the County. Employee shall be compensated for his services while serving as County Attorney in the amount of \$3,000.00 each month, or portion thereof, subject to the withholdings required by law and payable on the same schedule as other County employees.

PROFESSIONAL DEVELOPMENT

The County recognizes the importance for Employee's maintenance and acquisition of extensive knowledge and expertise in local government management. To that end, County agrees to budget and pay travel, fees, tuition, and subsistence expenses for the Employee to travel and attend meetings, enroll in educational courses, attend seminars, and to otherwise pursue developmental courses of study. This shall include, but not be limited to, travel to functions deemed advantageous for the County, such as the North Carolina City and County Management Association, the National Association of Counties annual meeting, the North Carolina Association of Counties meetings, University of North Carolina School of Government meetings and educational programs, and the like. County also agrees to budget and pay for

professional dues and subscriptions necessary or desirable to enable Employee to obtain and preserve a current knowledge of the subject matter necessary for the performance of his duties.

INSURANCE

In addition to maintaining Employee in the County's hospitalization and comprehensive medical insurance premiums, at County's expense, County does also agree to maintain professional liability insurance on Employee and to defend and hold Employee harmless against any tort, professional liability claim or demand or any other legal action, whether groundless or not, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager. County will compromise and settle any claim, in its discretion, as it deems appropriate, and pay the amount of any settlement or judgment, rendered on any claim. However, Employee shall follow the instructions of County in such litigation and shall fully cooperate with the County in defending claims if the County determines that should be pursued.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the County Personnel Policy and Regulations and Rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays, disability, health and life insurance, and other fringe benefits and working conditions as they now exist, or may be amended, shall apply to the benefit and obligation of Employee unless otherwise provided herein.

HOURS OF EMPLOYMENT

It is agreed and understood that the position of County Manager is not an hourly compensation. It is also agreed and understood that the Employee shall frequently be required to work more than forty (40) hours in any given workweek and will often attend County meetings and functions after a normal workday. Employee agrees to expend such time as is reasonably necessary to accomplish the duties and obligations of employment. However, Employee, in the exercise of prudent discretion, may compensate himself by working less than forty (40) hours in some workweeks. Employee shall be always available to the County's Board of Commissioners except during vacation or sick leave.

OFFICE AND SUPPORT

The County shall provide Employee a suitable office, appropriately furnished together with secretarial and administrative assistance commensurate with the County Manager position and appropriate for the performance of duties as County Manager.

AMENDMENTS AND MODIFICATIONS

No amendment or modification of this Agreement shall be made unless the same is in writing and duly executed by the parties with the formality attending the execution of this Agreement. Any verbal modification shall be deemed ineffective.

INTERPRETATION, CHOICE OF JURISDICTION, BINDING EFFECT

This agreement shall be interpreted under the laws of the State of North Carolina, and should any litigation arise under this Agreement, or the alleged failure

of either party to perform hereunder, it is agreed and stipulated that jurisdiction shall be exclusively in the General Court of Justice in Currituck County, either Superior or District Court as the case may appear. This agreement replaces and supersedes all oral and written agreements between the parties and is binding upon and shall inure to the benefit of the heirs and estate of Employee.

IN WITNESS WHEREOF, the County of Currituck has caused this agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk to the Board and Employee has signed and executed this agreement, both in duplicate originals, the day and year first above written.

County of Currituck

By: Michael H. Payment
Michael H. Payment, Chair
Board of Commissioners

ATTEST:

Leeann Walton
Leeann Walton, Clerk to the Board
(COUNTY SEAL)

NORTH CAROLINA, CURRITUCK COUNTY

I, the undersigned Notary Public, do hereby certify that Leeann Walton personally appeared before me and acknowledged that she is Clerk to the Board of Commissioners for Currituck County and that by authority duly given and as the act of Currituck County, the foregoing instrument was signed in its name by its Chair, and attested by her as its Clerk to the Board of Commissioners.

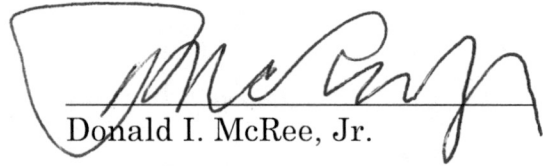
Witness my hand and official stamp or seal this the 1st day of March, 2022.

My Commission expires



Sandra L. Salimbene
Notary Public

Sandra L. Salimbene
Printed Name


Donald I. McRee, Jr.

NORTH CAROLINA, CURRITUCK COUNTY

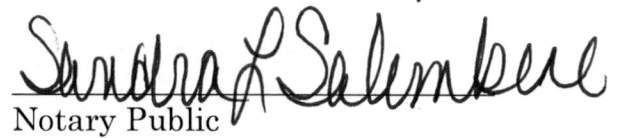
I, a Notary Public for the above-named State and County do hereby certify that Donald I. McRee, Jr. appeared before me this day and acknowledged the execution of the foregoing instrument.

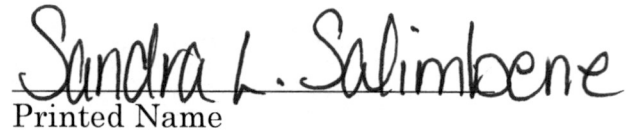
Witness my hand and notarial seal, this the 1st day of March, 2022.

My Commission expires

(NOTARIAL SEAL)




Notary Public


Printed Name