

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

MEMORANDUM OF UNDERSTANDING
BETWEEN BUNCOMBE COUNTY AND THE
BUNCOMBE COUNTY BOARD OF ELECTIONS

WHEREAS, the County of Buncombe (hereinafter "the County") is a body politic and corporate; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-92, the Board of Commissioners has the authority to fix or approve the schedule of pay, expense allowances and other compensation of all county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-93, the Board of Commissioners has the authority to provide health insurance and retirement benefits for county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, the Board of Commissioners has the authority to establish rules and regulations affecting the workplace; and

WHEREAS, the Buncombe County Board of Elections (hereinafter the "Board of Elections") is an independent governmental unit established by the State of North Carolina and governed by North Carolina General Statute Chapter 163 ("Chapter 163"); and

WHEREAS, the Board of Elections' hiring, management, and discipline of the Director of Elections and the Director of Elections' hiring, management, and discipline of the employees under the supervision of the Director of Elections is governed by N.C. Gen. Stat. § 163-35 and other relevant provisions of Chapter 163 and state regulations related thereto; and

WHEREAS, the Board of Elections does not have a personnel office nor a formal system of personnel administration; and

WHEREAS, the Buncombe County Board of Commissioners may provide personnel administration services to employees of governmental agencies who are not County employees upon written agreement with Buncombe County, except to the extent that such agreement conflicts with the law.

WHEREAS, the Buncombe County Board of Commissioners is obligated to provide reasonable and adequate funds to the Board of Elections necessary for the legal functions of the Board of Elections pursuant to N.C. Gen. Stat. § 163-37;

THEREFORE, the Board of Elections and the County mutually agree as follows:

Section 1. The County, by and through its Human Resources Department, and its enabling authority, the Buncombe County Personnel Ordinance, will assist the Board of Elections and the Director of Elections in providing a uniform system of personnel administration for the Director

of Elections and all employees of the Election Services Department (herein "Election Services") under the ordinance, policies and procedures applicable to County employees.

Section 2. The Board of Elections retains authority to appoint and/or terminate personnel and promote or demote personnel of Election Services to positions within the classification and pay structure established by Buncombe County that are within budgetary allocations designated for employee compensation and benefits. The Director of Elections will serve as the appointing authority for all Election Services disciplinary actions and grievances. The Board of Elections may adopt the County's disciplinary and grievance policies or create its own separate policies.

Section 3. The employees of Election Services shall be entitled to all the same benefits as granted to employees of Buncombe County, including but not limited to retirement benefits, leave, and health plan benefits.

Section 4. The Board of Elections and the Director of Elections will cooperate with Buncombe County in the performance of its obligations described herein.

Section 5. This MOU does not affect the Board of Elections' statutory authority to appoint and remove employees.

Section 6. Nothing in this MOU shall alter or change Article 1, Section 2(C) of the Personnel Ordinance and this provision of the Personnel Ordinance shall not be revised by Buncombe County without notice to the Board of Elections.

Section 7. The Director of Elections shall represent the Board when signing all county correspondence including budget, finance, and personnel actions for the Board.

Section 8. This Memorandum of Understanding will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon thirty (30) days written notice by any party.

This the __ day of August 2022.

BUNCOMBE COUNTY BOARD OF ELECTIONS



Jake Quinn, Chairman of the Buncombe County Board of Elections

BUNCOMBE COUNTY

Brownie Newman, Chairman of the Board of Commissioners