

STATE OF SOUTH CAROLINA)
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)
COUNTY OF ORANGEBURG)

EMPLOYMENT CONTRACT

This **EMPLOYMENT CONTRACT** (hereinafter "**2011 Agreement**") is effective as of December 31, 2011 (hereinafter "Effective Date") by and between the **County of Orangeburg**, State of South Carolina (hereinafter "**COUNTY**") and **Harold Young** (hereinafter "**EMPLOYEE**") (hereinafter jointly "**PARTIES**").

WHEREAS, the **EMPLOYEE** has been an employee of Orangeburg County for approximately 16 years (hereinafter "Tenure") in an at-will employment relationship;

WHEREAS, the **PARTIES** desire to enter into a written, binding employment contract for many reasons, including the following:

1. That the position of County Administrator is expected to be vacant as of July 1, 2012 in accordance with a separate agreement between the County and the current County Administrator;
2. That County Council has weighed the pros and cons of seeking a candidate for the County Administrator position from outside the County's current workforce and has concluded that it is clearly in the best interests of the **COUNTY** to fill the position of County Administrator from within the County's current workforce;
3. That during his Tenure, **EMPLOYEE** has consistently excelled in performance of his employment duties in each position he has held, **EMPLOYEE** has repeatedly been promoted up the County chain-of-command, and **EMPLOYEE** currently serves as Deputy County Administrator of the Community Services Division (herein "Deputy Administrator");
4. That **EMPLOYEE** has worked closely with the County Administrator for a number of years, is aware of the duties of the County Administrator position, is aware of County Council's goals for the County, has an indepth knowledge of County affairs and, based on his past County work performance, has the confidence of Council that he shall excel in the position of County Administrator as he has excelled during his Tenure to date;
5. That **EMPLOYEE** has significant ties to Orangeburg County, including having been born, reared, educated and employed in this County, and **EMPLOYEE** has declared his allegiance to and desire to remain a resident of this County;
6. That one other County employee is comparatively qualified to be considered for the position of County Administrator, but the employee has expressly declined to be considered for the position of County Administrator and has, instead,

endorsed **EMPLOYEE** as being the best candidate from the County's workforce to fill the position when it comes vacant on July 1, 2012;

7. There currently exists within South Carolina local government several open management positions for which **EMPLOYEE** is qualified (herein "Other Employment") that also exceed **EMPLOYEE'S** current County salary;
8. That the **COUNTY** desires **EMPLOYEE** forego consideration of Other Employment, and continue County employment with the County's successful management team in accordance with the terms of this **2011 Agreement**;

WHEREAS, the **COUNTY** desires to: (1) secure and retain the services of **EMPLOYEE** and to provide inducement for him to remain in County employment; (2) make possible full work productivity by assuring **EMPLOYEE'S** morale and peace of mind with respect to future job security; and (3) provide a just means for concluding **EMPLOYEE'S** County employment.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual covenants herein contained, the **PARTIES** hereby agree as follows:

SECTION 1. Duties and Term.

1.1. The **COUNTY** shall employ **EMPLOYEE** as Deputy Administrator from December 31, 2011 through June 30, 2012. There will be no change in **EMPLOYEE'S** terms and conditions of employment during the period of December 31, 2011 through June 30, 2012, except as follows: (A) **EMPLOYEE'S** services shall not be at-will, but will be for the period set forth in this paragraph; and (B) **EMPLOYEE** shall use his good faith efforts, on a request basis, to consult with the current County Administrator with the goal of the consultation being to smooth the transition process from one County Administrator to another so as to minimize disruption of effective delivery of County services.

1.2 **COUNTY** shall employ **EMPLOYEE** as County Administrator of **COUNTY** from July 1, 2012 through June 30, 2016 (herein "Administrator's Term"). The duties of the County Administrator position shall be in accordance with the provisions and guidelines in Section 4-9-620 of the Code of Laws of South Carolina (1976), As Amended, and to perform the functions and duties specified in Sections 4-9-630 through 4-9-670 of said Code of Laws of South Carolina (1976), As Amended, and to perform such other legally permissible and proper duties and functions as **COUNTY**, through its governing body, County Council, shall from time to time assign.

SECTION 2. Compensation and Benefits.

2.1. From the Effective Date through June 30, 2012, the **COUNTY** shall compensate and provide benefits to **EMPLOYEE** for his services rendered as Deputy Administrator on the same basis as has been the case for July 1, 2011 through December 31, 2011.

2.2. During the Administrator's Term, **EMPLOYEE** shall receive the following annual salary from the **COUNTY** which salary shall be payable in installments on the same dates other full time County employees are paid:

Year 1. For the period of July 1, 2012 through June 30, 2013, an annual salary of \$116,455.

Year 2. For the period of July 1, 2013 through June 30, 2014, an annual salary of \$129,394.

Year 3. For the period of July 1, 2014 through June 30, 2015, an annual salary of \$129,394 plus between 4 percent and 10 percent of that number as a salary increase (the total of the two figures added together being herein "Third Year Salary"). The decision of the percentage between 4 and 10 percent shall be determined solely in the discretion of Council. If Council does not give notice to **EMPLOYEE** of its decision by June 30, 2014, then the interim decision of Council shall be deemed to be 10%. If Council does not give notice to **EMPLOYEE** of its decision by June 30, 2014, Council shall have the option of giving **EMPLOYEE** notice at any time before June 30, 2015 of its actual decision setting the percentage between 4 and 10 percent and, in that case, the percentage actually selected shall govern **EMPLOYEE'S** pay beginning with the date **EMPLOYEE** receives notice.

Year 4. For the period of July 1, 2015 through June 30, 2016, an annual salary of the sum of the Third Year Salary actually paid plus whatever cost of living adjustment the County makes across the board for its full time workforce for that fiscal year.

2.3. During the Administrator's Term, **EMPLOYEE** shall receive the following benefits:

2.3.A. Vehicle Options. **EMPLOYEE'S** duties require that he have the use of a **COUNTY** automobile. As a result, **EMPLOYEE**, at **EMPLOYEE'S** sole option, shall choose from one or the other of the following and the selected vehicle arrangement shall be in effect during the 4-year term of the County Administrator position:

2.3.A.i. County Vehicle Option: (1) access on an exclusive and unrestricted business use to a particular vehicle suitable for the duties of County Administrator upon which the County shall be fully financially responsible, including paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said automobile; or

2.3.A.ii Vehicle Allowance: (2) payment by the **COUNTY** to **EMPLOYEE** of up to \$1,500.00 each calendar month to defray the expense of **EMPLOYEE'S** use of a vehicle suitable for the duties of County Administrator, but owned or leased personally by **EMPLOYEE** in his own name. The exact monthly amount offered under this option shall be

determined by Council and communicated to **EMPLOYEE** during the 2012-2013 budget work session. Under this option, **EMPLOYEE** (a) shall not be entitled to use a **COUNTY** vehicle for carrying out his duties and (b) shall bear any and all costs arising from or in connection with the vehicle whether the monthly vehicle allowance is sufficient or deficient to cover all said costs or costs of providing transportation for carrying out County Administrator duties.

2.3.B. Insurance. The **COUNTY** shall provide health, disability and life insurance for **EMPLOYEE** and his dependents and to pay the premiums thereon equal to that which is provided all other **COUNTY** employees; or, in the event such plans cease to exist, to provide same for **EMPLOYEE**.

2.3.C. Deferred Compensation. The **COUNTY** agrees to annually make on **EMPLOYEE'S** behalf a contribution to the South Carolina Deferred Compensation Program. The amount to be paid the first year of this **2011 Agreement** (hereinafter "Initial Contribution") shall be Three Thousand Nine Dollars (\$3,009.00). Except for the period of July 1, 2015 through June 30, 2016, in each subsequent year, the deferred compensation contribution shall be in the amount of the Initial Contribution. For the period of July 1, 2015 through June 30, 2016, the deferred compensation contribution shall be in the amount of the Initial Contribution as adjusted by the percentage of the cost of living adjustment identified in Section 2.2. of this **2011 Agreement**.

2.3.D. Retirement. The **COUNTY** shall maintain **EMPLOYEE'S** participation in the South Carolina Retirement System. For purposes of reporting **EMPLOYEE'S** compensation to the South Carolina Retirement System, **COUNTY** shall use its good faith, reasonable efforts to have **EMPLOYEE'S** Vehicle Allowance included in his retirement computations.

2.3.E. Legal Representation. Notwithstanding anything contained in this provision, the **COUNTY** shall not be liable or held responsible for any legal fees of **EMPLOYEE** regarding Employee's separation from **COUNTY** employment.

The **COUNTY** shall, through its insurer whenever the subject matter of the suit is covered by insurance or, in the absence of insurance coverage, through the office of County Attorney (including by the County Attorney's designee), or the South Carolina Attorney General, provide **EMPLOYEE** with legal representation when **EMPLOYEE** is party to litigation based upon his position or employment with, or his relationship to, the **COUNTY**; and, in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of his employment with the **COUNTY**.

The **COUNTY** further agrees that such legal representation shall continue after **EMPLOYEE'S** separation from County employment in any litigation commenced prior to such separation from employment and shall so continue until such

litigation has been ended. As to litigation which may be commenced after termination of employment, but arising out of his County employment situation, **COUNTY** further agrees that it shall pay legal counsel of the County Attorney's choosing to represent **EMPLOYEE** in any such litigation.

The **COUNTY** further agrees that, in the event of a conflict of interest within the office of County Attorney and/or South Carolina Attorney General, or the refusal of either to so represent **EMPLOYEE** pursuant to this provision, then **EMPLOYEE** shall have the right to select his own counsel to represent him. In that instance, the **COUNTY** further agrees that the **COUNTY** shall pay the reasonable legal fees of such private counsel promptly upon submission of statement for same, in addition to any costs or expenses of such litigation.

2.3.F. Work Hours. The **PARTIES** recognized that **EMPLOYEE** must devote a great deal of his time outside normal office hours to business of the **COUNTY**, and to that end, **EMPLOYEE** shall be allowed to take time off during normal office hours as he shall deem consistent with the workload of the position of County Administrator.

2.3.G. Dues and Subscriptions. The **COUNTY** shall budget and pay the professional dues and subscriptions of **EMPLOYEE** necessary for his continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of **COUNTY**.

2.3.H. Professional Development. The **COUNTY** shall budget and pay the travel and subsistence expenses of **EMPLOYEE** for professional and official travel, meetings, and occasions adequate to continue the professional development of **EMPLOYEE** and to adequately pursue necessary official and other functions of the **COUNTY**, including, but not limited to, those of the South Carolina Association of Counties, the Annual Conference of the International City/County Management Association, the National Association of Counties, and such other national, state, regional, and local governmental groups and committees thereof on which **EMPLOYEE** serves as a member. In addition, the **COUNTY** shall budget and pay for the travel and subsistence expenses of **EMPLOYEE** for short courses, institutes, and seminars that are necessary for his professional development and for the good of **COUNTY**.

2.3.I. General Expenses. The **COUNTY** recognizes that certain minor expenses of a non-personal and generally job-affiliated nature are incurred by **EMPLOYEE**, and **COUNTY** hereby agrees to reimburse or pay said expenses when absolutely necessary.

2.3.J. Civic Club/Chamber of Commerce Memberships. The **COUNTY** recognizes the desirability of representation in and before local civic clubs, the Chamber of Commerce, and other organizations, and **EMPLOYEE** is authorized to become a member of such a civic club, Chamber, and/or other community

organizations, for which **COUNTY** shall pay all expenses. **EMPLOYEE** shall report to **COUNTY** on each membership that he has taken out at **COUNTY** expense.

SECTION 3. Other Terms and Conditions of Employment

3.1. In addition to the specific benefits set forth in this **2011 Agreement** for the benefit of **EMPLOYEE**, all other terms and conditions of the then-current Orangeburg County Employee Handbook (hereinafter "Handbook") shall apply to **EMPLOYEE'S** County employment as same would to other County employees, provided the provisions of the Handbook are not inconsistent with or in conflict with the provisions of this **2011 Agreement**.

3.2. Council, through its Administration Committee, shall keep a personnel file regarding **EMPLOYEE**. Input for the file shall be limited to that from Council members to the Chairman of Council. The Clerk to Council (hereinafter the "Clerk") shall hold the file confidential and for safekeeping. The Clerk shall not read or otherwise review the file. Notwithstanding this Subsection, the Clerk shall make the file available (A) for review, but not for copying, only to members of Council and, in such instances, only at the respective Council member's request, (B) to the limited extent not otherwise exempt from the South Carolina Freedom of Information Act (hereinafter "FOIA"), in accordance with the mandatory disclosure provisions of FOIA, or (C) in strict accordance with a valid court order.

SECTION 4. Separation from County Employment

4.1.A. EMPLOYEE Resigns. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of **EMPLOYEE** to resign from his position with **COUNTY** prior to the end of the Term; provided, however, **EMPLOYEE** will be in breach of this 2011 Agreement and subject to suit unless **EMPLOYEE** (1) shall give the **COUNTY** ninety (90) days written notice prior to **EMPLOYEE'S** planned resignation date and (2) during the period between the notice date and the resignation date, **EMPLOYEE** uses good faith efforts to consult with Council and the incoming County Administrator or Deputy County Administrator of Community Development, whichever position **EMPLOYEE** is vacating, with the goal being to smooth the transition process from one supervisor to another so as to minimize disruption of effective delivery of County services. Notwithstanding the foregoing, the **COUNTY**, at its sole option, may waive the ninety (90) day notice requirement.

4.1.B. COUNTY Terminates. The **COUNTY** may terminate **EMPLOYEE** before the expiration of the Term of employment (i) for certain causes without the **COUNTY** owing **EMPLOYEE** anything other than salary for the time **EMPLOYEE** worked before the termination date or (ii) without certain causes, but with the **COUNTY** owing **EMPLOYEE** for annual salary for the completion of the Term.

4.1.B.i. For Certain Causes. Certain causes for which the **COUNTY** may terminate **EMPLOYEE'S** employment without the **COUNTY** owing **EMPLOYEE** anything to **EMPLOYEE** after the termination date includes the following causes:

4.1.B.i.a. In the event **EMPLOYEE** is convicted of any illegal act involving personal gain to him or other malfeasance in office.

4.1.B.1.b. In the event **EMPLOYEE** is unable to perform the essential job functions of County Administrator with or without reasonable accommodation, as "reasonable accommodation" is used in the ADA.

4.1.B.ii. Without Certain Causes. In the event that the causes listed under 4.1.B.i. do not occur, but the **COUNTY** terminates **EMPLOYEE'S** employment, the **COUNTY** shall continue to owe **EMPLOYEE** solely his Annual Salary, but no other amounts, during the Term. Under those circumstances, the **COUNTY** shall pay **EMPLOYEE** the remainder of his unpaid Annual Salary for the period from the termination date until fiscal year-end in a lump sum on the date **EMPLOYEE** would normally have received his next paycheck but for the termination. For each year of the Term thereafter, the **COUNTY** shall pay **EMPLOYEE** his unpaid Annual Salary for the relevant year of the Term on the first date of that Annual Salary period.

SECTION 5. General Provisions.

5.1. This **2011 Agreement** between the **PARTIES** regarding **EMPLOYEE'S** employment with the **COUNTY** shall be the entire agreement between the **PARTIES**. This **2011 Agreement** may only be amended by a written document signed by both **PARTIES** and authorized by vote of County Council at a public Council meeting.

5.2. This **2011 Agreement** shall be binding upon and inure to the benefit of the heirs at law and executors of the estate of **EMPLOYEE**.

5.3. If any provision or portion of any provision of this **2011 Agreement** is held by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder of this **2011 Agreement**, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY has caused this **2011 Agreement** to be authorized, signed and executed on its behalf by the Chairman of the Orangeburg County Council, and duly attested by the Clerk to Council, and **EMPLOYEE** has signed and executed this **2011 Agreement**, both in duplicate, effective the day and year first hereinabove written.

In the presence of:
Witnesses as to COUNTY

COUNTY OF ORANGEBURG (SEAL)

BY: _____
Chairman, County Council

ATTEST:

Clerk to County Council

As authorized by Orangeburg County Council during its public meeting held on January 18, 2012, Agenda Item No. 6, which agenda item was taken up as the first item of Council business at the meeting in accordance with a successful motion to that effect.

In the presence of:
Witnesses as to EMPLOYEE

HAROLD YOUNG
