

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

EMPLOYMENT CONTRACT  
  
COUNTY ADMINISTRATOR

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of MARCH, 2019, by and between the BEAUFORT COUNTY COUNCIL, the governing body of the COUNTY OF BEAUFORT, Beaufort, South Carolina (hereinafter referred to as the "Council" and the "County", respectively) and ASHLEY M. JACOBS (hereinafter referred to as "Employee") all of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, the County, acting by and through its governing body, the Council, desires to employ the services of Employee in the capacity as the Beaufort County Administrator pursuant to S. C. Code Ann. §4-9-10 *et seq.* (1976, as amended) and as more specifically provided by S.C. Code Ann. §4-9-620 (1976, as amended); and

WHEREAS, it is the desire of the Council to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the Employee; and

WHEREAS, the Employee desires to accept employment as the County Administrator of Beaufort County under the terms and conditions of employment as referenced herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**SECTION 1: TERM**

A. The Employee serves at the pleasure of the Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 12 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of

the Employee to resign at any time from her position with the County, subject only to the provision set forth in Section 12 of this Agreement.

C. Employee agrees to remain in the exclusive employ of the County from the 15<sup>th</sup> day of April, 2019 (hereinafter "the first day of employment") under this Agreement until the 30<sup>th</sup> day of June, 2022, a date three (3) years, two (2) months and fifteen (15) days from the first day of employment under this Agreement, and to neither seek nor accept employment nor become employed by any other employer until the termination date provided under this Agreement, unless the termination date is effected as hereinafter provided.

D. For purposes of this Agreement, the term "anniversary date" shall mean June 30<sup>th</sup> following the first full year of employment and each June 30<sup>th</sup> thereafter.

E. Outside Employment: For purposes of this Agreement, "employed" shall not mean "off-duty" employment permitted by law, consisting of occasional teaching, writing, speaking, or consulting performed on personal time off, outside of normal County work hours or when otherwise authorized by this Agreement to have time off from the County. To the extent permitted by State law, the Employee may engage in "off-duty" employment; provided, however, that the "off-duty" employment must be outside of the scope of the Employee's official capacity as defined and interpreted by the South Carolina Ethics Reform Act of 1991, as amended, S.C. Code Ann. §8-13-100 *et seq.* (1976, as amended) and applied by the South Carolina State Ethics Commission.

Provided, further, that the Employee shall not spend more than (5) hours per week in off-duty employment without the express prior written approval of the Council Chairman.

If compensation is expected to be received by the Employee for off-duty employment, the Employee shall first obtain a written informal or formal opinion from the South Carolina State Ethics Commission expressing an affirmative opinion that the off-duty employment is, in fact, not within the Employee's official capacity and, therefore, the Employee is permitted to accept compensation therefore.

In no case may the Employee engage in activity which would present even an appearance of a conflict of interest with the business of the County or interfere with the Employee's execution of duties for the County. In the event significant travel is required for non-County related off-duty employment, the Council shall be notified in advance and approve same in writing.

To the extent permitted by state law, incidental use of public materials, personnel, or equipment which does not result in additional public expense may be utilized by the Administrator but only to the extent permitted by S.C. Code Ann. §8-13-700(A) (1976, as amended).

F. In the event written notice of intent not to renew this Agreement is not given by either party to this Agreement to the other at least ninety (90) days prior to any annual anniversary date, this Agreement may be extended on the same terms and conditions as herein provided, all for a new term consisting of the term, then remaining at such annual anniversary date plus an additional period of one (1) year; such that the maximum effective term of this Agreement shall never exceed three (3) years and be not less than the respective term remaining when any notice of intent not to renew is given. This Agreement shall continue thereafter for a continuing, annually renewable term consisting of the respective term, then remaining at the annual anniversary date unless written notice of intent not to

renew is given by either party to this Agreement to the other at least ninety (90) days prior to any subsequent annual anniversary date.

## **SECTION 2: DUTIES**

A. The Council hereby agrees to employ Employee as the County Administrator of Beaufort County to perform the functions and duties specified in S.C. Code Ann. § 4-9-630 (1976, as amended) and to perform such other legally permissible and proper duties and functions as the County Council shall from time to time assign whether by job description or otherwise.

It is recognized that the Employee must devote a great deal of her time outside normal office hours to the business of the County. However, the Employee agrees, to the extent possible, to observe the normal business and working hours of the County.

## **SECTION 3: COMPENSATION**

A. The County agrees to pay Employee for services rendered pursuant hereto an annual base salary of One Hundred Ninety Thousand and No /100 (\$190,000.00) Dollars, payable in installments at the same time as all other County employees are paid.

B. The Council further agrees that it may, but is not required to, adjust the Employee's base salary at the time of her annual evaluation.

C. Employee agrees that her salary may be reduced at any time by not more than the percentage by which County Council reduces the compensation of all County employees (other than elected or appointed officials) on an across-the-board basis.

## **SECTION 4. DUES AND SUBSCRIPTIONS**

The Council agrees to allocate reasonable and sufficient funds for professional dues and subscriptions requested by the Employee which are necessary for her continuation and full participation in national, regional, state, and local associations necessary for her continued

professional participation, growth, and advancement and for the good of the County.

#### **SECTION 5: BUSINESS TRIPS FOR BEAUFORT COUNTY**

The County agrees to allocate reasonable and sufficient funds for the actual costs incurred for travel, lodging and the per diem subsistence allowance provided by the policies of the County for necessary official travel while on County business and the attendance at meetings, seminars, and conventions held by the South Carolina Association of Counties, the Beaufort County Regional Chamber of Commerce and other related organizations.

#### **SECTION 6: PLANS**

Employee shall be entitled to participate in all benefit plans as may be available from time to time to employees of the County in the same manner, including employee contributions, and to the same extent as other County employees to include, without limitation, state retirement plan and medical and other insurance plans, in addition to all other benefits more specifically described herein.

Employee shall be entitled to be covered by the same health and dental plans as all other County employees and Employee shall pay the same share of premiums for the health and dental plans, including family plans, elected by Employee as are paid by all other County employees and that coverage shall be in full force and effect thirty (30) days after the start of service provided under this Agreement.

Employee shall be covered by the County retirement system on the same basis as all other County employees and in accordance with the South Carolina Retirement System.

#### **SECTION 7: LEAVE**

Employee shall accrue One Hundred Fifty (150) hours of annual leave; said hours to be credited to her Personal Leave Account on July 1 of each year of employment. For the seventy-

five (75) days of employment prior to July 1, 2019, employee shall be credited with five (5) days of leave. The employee may carry forward earned, but unused, leave for the following year, however, any unused leave for the prior calendar year shall expire if not used by the last day of second calendar quarter of the carry forward year.

Employee shall be allowed to use vacation leave at her discretion, but she shall give the Chairman of County Council at least two (2) weeks, advance notice of a vacation of five (5) consecutive days or longer and four (4) weeks' notice of a vacation of ten (10) consecutive days or longer.

Unused leave, which has expired because it was not taken by the end of the first calendar quarter of a carry forward year, shall not be credited to the Employee as terminal leave payment upon exit from service with the County.

#### **SECTION 8: AUTOMOBILE**

The Employee shall adhere to the County's Automobile Use Policy at all times while engaged in official duty. The Employee shall be provided an automobile allowance of not more than Three Thousand (\$3,000.00) Dollars per annum to be paid in equal monthly installments of Two Hundred Fifty (\$250.00) Dollars.

#### **SECTION 9. MOVING AND RELOCATION EXPENSES**

The County agrees to reimburse the Employee a sum not to exceed Five Thousand (\$5,000.00) Dollars for relocation expenses. A request for reimbursement shall include the submission of supporting receipts.

#### **SECTION 10. EVALUATIONS**

A. The Council shall review and evaluate the performance of the Employee periodically as it deems appropriate.

B. The Council shall review and evaluate for the purposes of compensation, the

performance of the Employee every twelve (12) months, the evaluation and Council's recommendation to be made shortly after each annual expiration of an anniversary date of this Agreement.

#### **SECTION 11: CONFLICT OF INTEREST PROHIBITION**

It is further understood and agreed that because of the duties of County Administrator within and on behalf of the County, Employee shall not during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business with Beaufort County, or receiving economic development incentives from Beaufort County, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Council. The employee shall comply at all times during her employment with the County with the provisions of the South Carolina Ethics Reform Act of 1991, as amended and codified at S.C. Code Ann. §8-13-100 *et seq.* (1976, as amended).

#### **SECTION 12. TERMINATION AND SEVERANCE PAY**

Termination for Cause: No severance or other payment shall be owed or paid to the Employee in the event of "termination for cause". Grounds for termination for cause shall be the indictment of the Employee of any crime involving improper personal gain to herself or another person or individual, the commission of any crime involving moral turpitude (as defined in South Carolina state law), illness or disability, or the refusal or neglect of Employee to perform the duties of this office.

For the purposes of this section, the duties of her office include maintaining reasonable, consistent office hours, except during such times as the duties of her office require her absence or as noted and authorized elsewhere in this Agreement, compliance with the laws and Constitution of the State of South Carolina, performance of the duties set forth in Section 2 of this Agreement, and

compliance with the lawful directives of the Council passed in open, public meetings of Council which do not conflict with or invade the responsibilities and authority conferred on the Employee by the South Carolina Constitution or Code of Laws. In the event Employee is terminated for cause, she shall not be entitled to severance pay, but shall be entitled to compensation and benefits accrued but yet unpaid at the date of termination.

**Illness and Disability:** In the event the Employee shall suffer serious illness or injury during the contract period, she shall be afforded a minimum of ninety (90) calendar days as a recovery period before she may be deemed to be in violation of the terms of this contract and subject to the provisions relating to termination for cause. The Council may, upon public vote, extend this recovery period.

**Termination Without Cause:** If the Employee is terminated for any reason other than those set out above, she shall be deemed to have been terminated without cause and shall be entitled to a maximum of twelve (12) months' severance pay calculated at the then existing rate of compensation, said severance being owed and payable for not more than twelve (12) months and immediately ceasing upon the re-employment of the Employee in new employment. Severance pay shall not extend beyond twelve (12) months.

The County shall not be obligated to continue to pay an automobile allowance during the severance period.

The County will continue during the severance period to provide and contribute to the Employee's benefit plan(s) until the Employee's re-employment or the expiration of twelve (12) months whichever comes first, e.g., all life, health, dental and all other County provided benefits for the Employee shall continue in full force and coverage for a period of 12 months or until Employee becomes eligible to participate in such benefit plans with a subsequent employer whichever comes first but not more than twelve (12) months from the date of separation. Said

continuation of group health insurance coverage shall be in addition and prior to any protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expire.

The acceptance by the Employee of the benefits under this Section will constitute a full and final settlement of any and all claims the Employee may have against the County and its Council for any claim arising from her employment beginning with the first day of her initial employment with the County.

Resignation: In the event the Employee voluntarily resigns her position with the County before expiration of the term of employment, then the Employee shall give the Council Chairman ninety (90) calendar days written notice in advance of such intent to resign and, if she should fail to give such notice, shall forfeit a proportionate amount of salary equal to the salary due for the period by which she fails to give such ninety (90) days written notice as a liquidated damage penalty for failure to give adequate notice to the County, and shall forfeit payment for all accrued but unused leave.

Contemporaneously with the delivery of all severance pay and entitlements herein above set out, the Employee agrees to execute and deliver to the County a release, releasing the County and its Council of all further claims that the Employee may have against the County and its Council.

### **SECTION 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The County Council shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, providing such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state, federal or local law. All policy provisions of the County relating to leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they

now exist or hereafter may be amended, shall also apply to the Employee as they would be to other employees of the County, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided. The employee will be covered by tort liability insurance with coverage at least as broad as that in the policy available through the Insurance Reserve Fund or other such insurance carrier as the County shall choose.

B. If Employee is called as a witness by the County to give testimony for the County in any proceeding while or after she ceases to be an employee, she shall be paid her reasonable expenses.

C. Employee is required to reside in Beaufort County.

#### **SECTION 14: GENERAL PROVISIONS**

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

A. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

B. This Agreement is to be construed in accordance with the law of South Carolina and any dispute, claim or cause of action shall be tried in a court of competent jurisdiction in the State of South Carolina, County of Beaufort.

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



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

Personally appeared before me Alicia Howard who made oath that (s)he saw Stewart H. Rodman sign the foregoing Employment Agreement and that (s)he together with John L. Weaver witnessed the execution thereof.

Alicia Howard

Sworn to before me this 27  
day of MARCH, 2019  
[Signature]  
Notary Public for South Carolina  
My Commission Expires: 1/13/2027