

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 112 West Smith Street, Whiteville, NC at 7:00 P.M., July 30, 2001 to hold a Special Called Meeting by the Chairman for the purpose of the continuation of the employment effort for a County Administrator.

BOARD MEMBERS PRESENT:

Spruell R. Britt, Chairman

Sammie Jacobs, Vice Chairman

David L. Dutton, Jr.

Amon E. McKenzie

Bill Memory

Lynwood Norris

C.E. Wilson

James E. Hill, Jr., County Attorney

John E. Whitehurst
Interim County Administrator

Ida L. Smith
Clerk to Board

ALSO PRESENT:

Debbie Long
Personnel Director

Chairman Britt called the Meeting to order at 7:15 P.M. due to the late arrival of Billy Joe Farmer, the prospective County Administrator.

CLOSED SESSION

Immediately, after the Meeting was called to order, a motion was made by Commissioner Memory, seconded by Commissioner McKenzie and passed unanimously to enter into Closed Session in accordance with the North Carolina General Statutes §143-

318.11(a)(6).

BOARD MEETING RESUMED

At 7:45 P.M., a motion was made by Commissioner Norris, seconded by Commissioner McKenzie and passed unanimously to adjourn Closed Session and resume Regular Session.

No official action was taken.

AGREEMENT (EMPLOYMENT) - COUNTY ADMINISTRATOR, BILLY JOE FARMER

A motion was made by Commissioner Memory, seconded by Commissioner McKenzie and passed unanimously to enter into an Employment Agreement with Billy Joe Farmer, contingent upon the approval of the contents by James E. Hill, Jr., County Attorney.

COLUMBUS COUNTY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 30th day of July, 2001, by and between the County of Columbus, a political subdivision of the State of North Carolina, hereinafter called "Employer," as party of the first part, and Billy Joe Farmer, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Billy Joe Farmer as County Administrator of the County of Columbus, as provided by NCGS 153A-81; and

WHEREAS, it is the desire of the governing board, hereinafter called "Board or Board of County Commissioners," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as County Administrator of Columbus County; and

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

Section 1: Duties

Employer hereby agrees to employ said Billy Joe Farmer as County Administrator of

Columbus County to perform the functions and duties specified in said NCGS 153A-82 and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign. Employee shall have the exclusive right to hire and terminate employees, except those specified by state statute to be appointed by the Board of Commissioners. Employees hired, suspended or terminated in the position of a department head must be recommended by the County Administrator to the Board of Commissioners and confirmed by the Board of Commissioners. The County Administrator shall report each suspension or removal to the board at the board's first regular meeting following the suspension or removal.

Section 2: Term

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 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 his position with Employer, subject only to the provision set forth in Section 5 of this agreement.

C. Employee agrees to remain in the exclusive employ of Employer until August 26, 2005, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

D. In the event written notice is not given by either party to this agreement to the other 90 days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives 90 days written notice to the other party that the party does not wish to extend this agreement for an additional two-year term.

Section 3: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:

A majority of the Board votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least 10 days prior by the Board members bringing such charges. Just cause shall be defined as grossly inefficient job performance, or unacceptable personal conduct.

Section 4: Termination and Severance Pay

Board reserves right to terminate employee without cause at any time provided, however:

A. In the event Employee is terminated by the Board before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to six months aggregate salary, benefits, travel and deferred compensation. Employee shall also be compensated for all earned vacation, and other accrued benefits to date.

In the event Employee is terminated for cause or for conviction of any felony or misdemeanor involving moral turpitude, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns at the request of the Board that he resign, then in that event Employee may, at his option, be deemed to be "terminated" without cause, at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer two months notice in advance, unless the parties agree otherwise.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A.

Section 7: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$65,000.00, payable in installments at the same time as other management employees of the Employer are paid.

In addition, Employer agrees to increase, at a minimum, said base salary and/or benefits of Employee in such amounts or rates as other employees, on the basis of a salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 8: Performance Evaluation

A. The Board shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Further, the Chairman of the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.

B. Annually, the Board and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of Columbus County and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable with the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Board and the Employee mutually agree to abide by the provisions of applicable law.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal

office hours to business of the Employer, and to that end Employee will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours. Such time off shall not be considered annual leave and shall not interfere with the normal operation of the Office of the County Administrator.

Section 10: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer connected business without the prior approval of the Board.

Section 11: Automobile

Employer shall pay \$500.00 per month for in-county travel expenses. Any travel outside of the county shall be reimbursed at the prevailing IRS travel allowance rate or county rate whichever is higher.

Section 12: Vacation, Holidays and Sick Leave

Employee shall accrue, and have credits to his personal account, vacation, holidays, sick leave and other related benefits at the same rate as other general employee of Employer.

Employee shall transfer all accumulated sick leave earned by previous employment.

Section 13: Disability, Health, and Life Insurance

A. During the term of employment, Employer agrees to put into force and to make required premium payments for Employee for insurance policies for accident, sickness, disability income benefits, major medical and dependent's coverage group insurance equal to that which is provided all other employees of Employer.

B. If the Employee is employed by Columbus County at the time of Employee's retirement with full benefits, and if Employee is qualified for and covered by Columbus County's group medical plan at that time, Employee may remain covered by Columbus County's group health coverage and Columbus County shall play the premiums for such coverage, but only until Employee is eligible in some manner to qualify for Medicare insurance.

Section 14: Retirement

A. Employer agrees to pay retirement contributions to the North Carolina Local Governmental Employees' Retirement System at the same percentage as provided to other

employees.

B. Employer agrees to execute all necessary agreements provided by Nationwide Retirement Plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay into the Nationwide Retirement Plan on Employee's behalf the amount equal to five(5) percent of Employee's base salary. Employee may elect to utilize an alternative retirement plan in his sole discretion, and direct payments provided herein to be deposited in said retirement plan.

Payments shall be paid each pay period. Ownership shall transfer to employee upon Employee's resignation or termination. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefits.

Section 15: Dues and Subscriptions

Employer agrees to budget for and pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 16: Professional Development

A. Employer hereby agrees to budget for and pay for reasonable 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 functions for Employer.

B. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 17: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any

settlement or judgment rendered thereon.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. Employer hereby agrees to pay a one-time lump sum relocation allowance of \$2,000.00 to Employee.

B. The Board, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

C. All provision of the laws, rules and regulations of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 20: General Provisions

A. The text herein shall constitute the entire agreement between the parties.

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

C. This agreement shall become effective commencing August 27, 2001.

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

IN WITNESS WHEREOF, the County of Columbus has caused this agreement to be signed and executed in its behalf by its Chairman, and duly attested by its Clerk, and the Employee has signed and executed this agreement, both in duplicate.

COLUMBUS COUNTY

EMPLOYEE

/s/ Spruell R. Britt, Chairman

/s/ Billy Joe Farmer

Date: 8-10-2001

Date:

ATTEST:

/s/ Ida L. Smith, Clerk to Board

CERTIFICATION

County Accountant

Provisions for the payment of the monies to fall due under this Agreement has been made by application duly made or by Bonds or Notes fully authorized as required by the North Carolina General Statutes, County Fiscal Control Act.

This the 10th day of August, 2001.

/s/ Gayle B. Godwin, County Accountant

CERTIFICATION

County Attorney

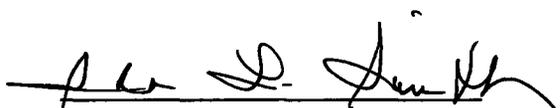
I hereby certify that I have examined the foregoing instrument and approved the same as to being legal and of proper form.

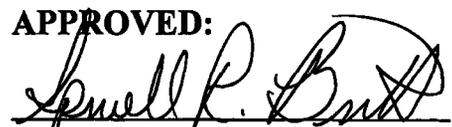
This the 7th day of August, 2001.

/s/ James E. Hill, Jr., County Attorney

ADJOURNMENT

At 7:48 P.M., a motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to adjourn the Board Meeting.


Ida L. Smith, Clerk to Board

APPROVED:

Spruell R. Britt, Chairman