

STATE OF SOUTH CAROLINA, )  
  )  
COUNTY OF EDGEFIELD)

**TEMPORARY EMPLOYMENT AGREEMENT**

This Agreement is made as of the 13<sup>th</sup> day of April, 2021, between the County of Edgefield, South Carolina, (hereinafter called “the County”) and Roger LeDuc, 867 Watsonia Drive, Aiken, SC 29803 (hereinafter called “the Employee”).

**WITNESSETH:**

**WHEREAS**, the County desires to retain the Employee as Interim County Administrator as provided in SC Code Section 4-9-620; and

**WHEREAS**, it is the desire of the County to provide remuneration, conditions of employment and working conditions for the Employee; and

**WHEREAS**, it is the desire of the Employee to accept employment as Interim County Administrator on the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the County and Employee agree with each other as follows:

**I. DUTIES**

In addition to the provisions in Section IV of this Agreement, the County Council hereby agreed to appoint the Employee as Interim County Administrator effective April 9, 2021, to perform the functions and duties specified in SC Code Sections 4-9-630 and 4-9-640 and other applicable statutes, and to perform such other legally permissible and proper duties and functions as the County shall require from time to time.

**II. COMPENSATION**

The County agrees to pay the Employee for his services rendered pursuant hereto a salary of Sixty-Five and 00/100 (\$65.00) Dollars per hour. It is anticipated that the Employee’s average work week will be two-three days or an average of 20 hours per week with some of this work being performed off-site. These hours and days will vary week to week depending on the County needs. The Employee shall be paid by the County on the same schedule as regular employees of the County. The Employee shall be responsible for all taxes payable by Employee on such compensation under Federal and South Carolina laws. The County will make all deductions from Employee’s compensation that are required by Federal or South Carolina laws. The County will issue the Employee a W-2 at the same time it issues W-2’s to other employees.

### **III. BENEFITS**

Except for tort liability coverage and Workers' Compensation coverage the Employee will have no further benefits paid or provided by the County. It is understood and agreed that tort liability covers and workers' compensation coverage will extend to the Employee while he is working for the County. The employee will receive mileage while using his personal vehicle for business within the County based on the latest IRS mileage rate.

### **IV. TERM**

The term of this Agreement shall begin April 2, 2021, while Employee works with the current County Administrator with the Interim County Administrator status commencing on April 9, 2021. The Employee agrees to remain in the employment of the County until July 6, 2021, unless agreed otherwise by and between the parties subsequently in writing or upon hiring of a permanent County Administrator. In addition, the parties may negotiate another agreement for part-time employment after the original term, or any other term, as can be agreed by and between the parties. The employee has a planned vacation from June 14, 2021 to June 21, 2021 and will only be available by phone or computer during that time.

### **V. TERMINATION**

This Agreement can be terminated by either party with or without cause upon (5) five business days written notice to the other party.

### **VI. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties. No statement promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding.

### **VII. AMENDMENT**

The County or the Employee may propose modification in the scope or quantity of services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided, or in the time required for their performance, equitable adjustments shall be made in the provisions of this Agreement for compensation to the Employee as determined by the County. Any amendment to this Agreement must be in writing and must be signed by both parties.

**VIII. SEVERABILITY**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**IX. PARTIES BOUND**

The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

**X. CONSTRUCTION**

This Agreement shall be construed, interpreted and applied under and in accordance with the laws of the State of South Carolina. Lawsuits on any disputes between the parties related to this Agreement may be commenced or brought only in the Court of Common Pleas of Edgefield County, and the parties agree that jurisdiction and venue in that court is proper and waive any objections thereto.

IN WITNESS WHEREOF, the County of Edgefield has caused this Agreement to be signed and executed in its behalf by its Chair and duly attested by its Clerk to Council and Roger Le Duc has signed and executed this Agreement on his own behalf, in duplicate on the day and year first above written.

County of Edgefield

ATTEST:

\_\_\_\_\_  
Scott Cooper  
Chair, Edgefield County Council

\_\_\_\_\_  
Clerk to the Council

EMPLOYEE

\_\_\_\_\_  
Roger LeDuc