



AGENDA AND NOTICE

Special Board of Commissioners Meeting
Monday, August 13, 2018



**Spartanburg Housing Authority
Special Board Meeting
Monday, August 13, 2018 at 11:00 A.M.**

NOTICE

The Housing Authority of the City of Spartanburg will hold a Special Board Meeting on August 13, 2018 at 11:00 A.M. in the Executive Board Room at the Spartanburg Housing Authority offices, located at 2271 S. Pine St., Spartanburg, S.C., 29302

AGENDA

CALL MEETING TO ORDER

- I. Roll Call**
- II. Commissioner Comments**
- III. Executive Session to discuss a personnel matter pursuant to Section 30-4-70 (1) 1 of the South Carolina Code of Laws.**
- IV. Action Items and Resolution**
 - 1. Resolution #2018-38 Approval of Interim Chief Executive Officer (CEO) Employment Agreement
- V. Adjournment**



Action Items & Resolution

2018 - 38

**Approval of Interim Chief Executive Officer
(CEO)**

Board of Commissioners Meeting

Monday, August 13, 2018

HOUSING AUTHORITY OF THE CITY OF SPARTANBURG, SC

RESOLUTION 2018-38: Approval of Interim Chief Executive Officer Employment Agreement

RESOLUTION

WHEREAS, the Housing Authority of the City of Spartanburg, SC (the “Authority”) requires the assistance of an Interim Chief Executive Officer while it undertakes the search and selection process for a permanent Chief Executive Officer;

WHEREAS, Reginal B. Barner possess the expertise and experience necessary to direct the operations of the Authority on an interim basis and has agreed to serve in this capacity;

WHEREAS, the Board of Commissioners of the Authority desires to authorize the Chairman to enter into an employment agreement with Reginal B. Barner to serve as Interim Chief Executive Officer of the Authority for the period beginning August 27, 2018, and ending February 1, 2019, on such terms as set forth in the employment agreement attached hereto as Exhibit A and incorporated herein by reference.

NOW THEREFORE BE IT RESOLVED that the Interim Chief Executive Officer Employment Agreement attached hereto as Exhibit A is hereby approved, subject to final review by legal counsel.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners is hereby authorized to enter into and execute the Interim Chief Executive Officer Employment Agreement attached hereto as Exhibit A, subject to final review by legal counsel.

This 13th day of August, 2018

**BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG, SC**

BY: _____
CHARLES WHITE, CHAIR

INTERIM CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of August 2018 by and between the Housing Authority of the City of Spartanburg, SC (hereinafter the "Authority"), and Reginal B. Barner (hereinafter sometimes referred to as "Interim Chief Executive Director") (collectively the "Parties").

WITNESSETH:

WHEREAS, the Authority requires the assistance of a Chief Executive Officer while it undertakes the search and selection process for a permanent Chief Executive Officer;

WHEREAS, Reginal B. Barner possess the expertise and experience necessary to direct the operations of the Authority on an interim basis;

WHEREAS, Resolution Number 2018-38, adopted by the Board on August 13, 2018 approved the selection of Reginal B. Barner as Interim Chief Executive Officer and authorized the Chairman to enter into an employment agreement with Reginal B. Barner to serve as Interim Chief Executive Officer of the Authority for the period beginning August 27, 2018, and ending February 1, 2019; and

WHEREAS, Reginal B. Barner agrees to serve as Interim Chief Executive Officer as set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Authority and the Interim Chief Executive Officer agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Agreement.

2. Scope of Services. The Interim Chief Executive Officer shall serve as the interim chief executive officer of the Authority, responsible for supervising, directing and administering all operational and administrative activities and functions of the Authority, ensuring compliance with all applicable policies, procedures, rules of law, regulations and requirements, overseeing the planning and implementation of all programs and policies, serving as Secretary/Treasurer and Contracting Officer for the Authority, reporting regularly to the Board of Commissioners (hereinafter the "Services"), and performing all other duties customary and incident to the position of Chief Executive Officer. In addition, Interim Chief Executive Officer shall assist the Board of Commissioners in the search for a permanent Chief Executive Officer. The Interim Chief Executive Officer shall devote a minimum of twenty-four (24) hours per week to the performance of the Services.

3. Remuneration. The Interim Chief Executive Officer shall receive Ten Thousand and NO/100 Dollars (\$10,000.00) per month, payable monthly on the first Friday of each month

via direct deposit, less all applicable and lawful taxes, withholdings, and deductions, in exchange for the performance of the Services.

4. Term. Interim Chief Executive Officer shall commence performance of the Services on August 27, 2018, and terminate the Services on February 1, 2019, unless this Agreement is terminated earlier pursuant to paragraph 5.

5. Termination. The Authority, in its sole discretion, may terminate this Agreement at any time. Interim Chief Executive Officer may terminate this Agreement at any time upon thirty (30) days' written notice.

6. Agreement Not to Solicit Interim Chief Executive Officers of the Authority.

(a) The Interim Chief Executive Officer agrees that, at any time during Interim Chief Executive Officer's employment by the Authority and within a period of two (2) years after the termination of Interim Chief Executive Officer employment with or without cause, Interim Chief Executive Officer will not solicit for employment or otherwise interfere with any person who is employed by the Authority.

(b) If the Interim Chief Executive Officer violates the provisions of paragraph 6(a) above, the period during which the covenants set forth therein shall apply shall be extended one (1) day for each day in which a violation of such covenants occurs; and if suit be brought to enforce such covenants and one or more violations by the Interim Chief Executive Officer is established, then the Authority shall be entitled to an injunction restraining the Interim Executive Director from further violations for a period of two (2) years from the date of the final decree, less only such number of days that the Interim Chief Executive Officer shall have not violated such covenants. The purpose of this provision is to prevent the Interim Chief Executive Officer from profiting from Interim Chief Executive Officer's own wrong if Interim Chief Executive Officer violates such covenant.

7. Non-Disclosure of Confidential Information.

(a) During the course of Interim Chief Executive Officer's employment with the Authority, he/she will be given or have access to Confidential Information, as defined in subsection (e) below, that has been collected, developed, and/or discovered over time by the Authority and at great expense to the Authority. Interim Chief Executive Officer recognizes and acknowledges that the Authority's Confidential Information is a valuable, special, and unique asset of the Authority's business and that all Confidential Information is and shall remain the property of the Authority. Maintaining the confidentiality of the Confidential Information is extremely important to the Authority's ability to compete with its competitors.

(b) Interim Chief Executive Officer agrees that while employed by the Authority, he/she will not use Confidential Information of the Authority except in the sole interest of the Authority and will not, without the written consent of the Authority, disclose Confidential Information of the Authority to anyone other than those who are employed by the Authority and who have a need to know the information to perform their duties on behalf of the Authority.

(c) Interim Chief Executive Officer further agrees that following the termination of his/her employment with the Authority, he/she will not, without the written consent of the Authority, use or disclose any Confidential Information of the Authority that is not a matter of common knowledge in the Authority's business, trade, industry, or otherwise publicly available.

(d) It is understood and agreed by Interim Chief Executive Officer that upon leaving the employ of the Authority for any reason, Interim Chief Executive Officer shall return all Confidential Information and other property of the Authority to the Authority at the time of termination of the employment relationship.

(e) The term "Confidential Information" in this Agreement shall mean information that is not readily and easily available to the public or a matter of common knowledge to those in the Authority's business, trade, or industry, including, but not limited to the Authority's pricing methods and pricing information, costs, profits, profit margins, business data, goals or activities, business strategy, and property development strategies.

8. No Benefits. Interim Chief Executive Officer understands and agrees that as a temporary part-time Interim Chief Executive Officer he is not entitled to health, dental, vision, life, disability or other Interim Chief Executive Officer benefits. No such benefits shall be provided.

9. Non-Assignment, Successors and Assigns. The Interim Chief Executive Officer shall not assign, in whole or in part, this Agreement without the Authority's prior written consent. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

10. Notices. All notices or other communication required under this Agreement shall be in writing and shall be given by hand delivery or by registered or certified US mail, return receipt requested, addressed to the other party at the address indicated herein or such other address as the party may designate by notice as provided herein. Notice shall be deemed given on the day on which personally delivered; or if by US mail, on the fifth day after being posted or from the date of actual receipt, whichever is earlier.

To Interim Chief Executive Officer: Reginal B. Barner
130 Gardner Circle, #141
Johns Island, SC 29455

To the Authority: Chuck White, Chairman
Housing Authority of the City of
Spartanburg, SC
P.O. Box 2828
Spartanburg, SC 29302

With a copy to:

Bruce B. Campbell
307 Pettigru St.

11. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. The parties agree that venue for all federal, state and local matters, if any, arising under this Agreement shall be in the applicable respective federal, state or local courts located in Spartanburg County, South Carolina.

(b) Each party waives any defense, whether asserted by motion or pleading, at the aforementioned courts or at an improper inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

(c) In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to recover their costs and reasonable attorneys' fees from the other party.

(d) Should any provision, paragraph, sentence, or word contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of South Carolina, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable. In either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(e) No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

(f) This Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, including the attachments hereto, are of no force and effect. No modification to, supplement of, deletion from, amendment or addition to this Agreement shall be valid unless in writing and executed by the properly authorized representative of the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day and year first above written.

Interim Chief Executive Officer

Reginal B. Barner

HOUSING AUTHORITY OF THE
CITY OF SPARTANBURG, SC

Chuck White, Chairman
Board of Commissioners