

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TWELFTH JUDICIAL CIRCUIT
COUNTY OF MARION	)	C/A NO. 2025-CP-33-00555
	)	
Chavis Watford	)	
	)	
Plaintiff,	)	ORDER
	)	
	)	
vs.	)	
	)	
Marion County,	)	
	)	
Defendant.	)	

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SC Court of Appeals

This matter came before the Court for a hearing on June 2, 2026, on Defendant's Motion for Summary Judgment and Plaintiff's Motion to Amend her Complaint. Gene Connell appeared on behalf of Plaintiff. Adam Neil appeared on behalf of Defendant. For the reasons below, the Court grants Defendant's Motion for Summary Judgment in part and grants Plaintiff's Motion to Amend her Complaint subject to the conditions stated in this Order. The Court also held a follow-up WebEx conference on August 12, 2026, to address questions Plaintiff raised about the Court's ruling. Mr. Connell and Mr. Neil attended that conference.

BACKGROUND

This case arises from Marion County's termination of Plaintiff Chavis Watford from her position as County Administrator. Watford signed an employment contract on February 13, 2024. County Council approved the contract that same day. The contract stated a three-year term.

In November 2024, Marion County held an election for four of the seven seats on County Council. The incumbents for each contested seat were reelected. Those councilmembers began new terms when County Council was seated at its January 14, 2025 meeting. Council elected and swore in a new chairman, vice-chairman, and chaplain that day. The 2025 Council did not ratify

Plaintiff's 2024 contract at that meeting or at any later 2025 Council meeting before it terminated her on July 10, 2025. Plaintiff requested a public hearing to address her termination. Council held that hearing on August 7, 2025, and denied Plaintiff's request for reinstatement.

Plaintiff sued Marion County for breach of contract, breach of contract accompanied by a fraudulent act, negligence, and promissory estoppel.

ANALYSIS

a. Defendant's Motion for Summary Judgment

In South Carolina, a municipality's "council has no authority to make such contract extending beyond its term of office; that the acts of former councils relating to the governmental functions of said councils which involve a matter of discretion to be exercised by such councils are without force and effect upon succeeding councils." *Newman v. McCullough*, 212 S.C. 17, 25, 46 S.E.2d 252, 256 (1948). Watford seeks to enforce a contract that the 2025 Council did not ratify after it was seated. Marion County contends the contract ceased to bind the County when the 2025 Council took office. Watford responds that no successor council existed because all councilmembers who approved the contract were reelected. In the alternative, Watford argues that, if her contract is invalid, she should be allowed to amend her complaint to assert a claim under *Cunningham v. Anderson County*, 402 S.C. 434, 741 S.E.2d 545 (2013), *rev'd in part on other grounds*, 414 S.C. 298, 778 S.E.2d 884 (2015).

This case is controlled by the South Carolina Court of Appeals' decision in *Cunningham*. There, the Court of Appeals addressed the same controlling question presented here: whether a county administrator's employment contract entered and approved by a prior council binds a subsequent council. The Court of Appeals concluded that it does not.

The 2008 Anderson County Council, after the election for the 2009 Anderson County Council had taken place, entered into two contracts: the first provided for a severance payment upon the termination of the then-current administrator (Preston) and the second was a three-year contract with Cunningham to serve as the new county administrator. When the newly constituted council took office in January 2009, it offered Cunningham a new “written at-will employment contract.” The 2009 Council contended that Cunningham’s 2008 contract was no longer valid. When Cunningham refused to sign the “at-will employment contract,” the 2009 Council terminated his employment.

Cunningham sued Anderson County for, among other things, breach of contract. The circuit court granted the County’s motion for summary judgment because “Cunningham’s 2008 contract was void and could not bind the 2009 Council.” *Id.* at 440. The Court of Appeals affirmed. Quoting *Piedmont Service District v. Cowart*, 319 S.C. 124, 459 S.E.2d 876 (Ct. App. 1995), it held,

The general rule is that, if the contract involves the exercise of the municipal corporation's business or proprietary powers, the contract may extend beyond the term of the contracting body and is binding on successor bodies if, at the time the contract was entered into, it was fair and reasonable and necessary or advantageous to the municipality. However, *if the contract involves the legislative functions or governmental powers of the municipal corporation, the contract is not binding on successor boards or councils.*

Id. at 443; see also *Town of Sullivan’s Island v. Bluestein*, 447 S.C. 523, 928 S.E.2d 387 (Ct. App. 2026) (“[I]f the subject matter of the [contract] entered into by the prior town council involves the Town’s legislative functions or governmental powers, the agreement cannot bind the current and future town councils.”). “[T]he appointment of a public officer ‘is a governmental function that cannot be impaired by an employment contract extending beyond the terms of the members of the local governing body.’” *Piedmont Public Service District v. Cowart*, 324 S.C. 239, 241, 478 S.E.2d 836, 837 (1996).

Plaintiff argues that her contract with Marion County is enforceable because S.C. Code Ann. § 4-9-620 allows a multiyear contract extending beyond the term of any particular council.

This section provides, in part,

The term of employment of the administrator shall be at the pleasure of the council and he shall be entitled to such compensation for his services as the council may determine. The council may, in its discretion, employ the administrator for a definite term. If the council determines to remove the county administrator, he shall be given a written statement of the reasons alleged for the proposed removal and the right to a hearing thereon at a public meeting of the council. Within five days after the notice of removal is delivered to the administrator he may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than twenty days nor later than thirty days after the request is filed. The administrator may file with the council a written reply not later than five days before the hearing. The removal shall be stayed pending the decision at the public hearing.¹

Plaintiff contends that the statutory authority to “employ the administrator for a definite term” implicitly allows the contract at issue in this case. The Court disagrees.

Here, Marion County councilmembers serve four-year terms under S.C. Code Ann. § 4-9-90. Four councilmembers’ terms expired at the end of 2024. Although those members were reelected, their new terms began when the 2025 Council was seated. See S.C. Code Ann. § 4-11-10. Section 4-9-620 permits a council, in its discretion, to employ a county administrator “for a definite term,” but that language does not authorize one council to bind a successor council in the exercise of a governmental function. The statute also provides that the administrator serves “at the pleasure of the council.” Read together with *Newman*, *Cowart*, and *Cunningham*, § 4-9-620 permits a definite term only to the extent that the term does not impair the successor council’s authority or unless the successor council ratifies the agreement.

¹ It is undisputed that the Defendant complied with the provisions of § 4-9-620 requiring a written notice and public hearing concerning the removal of the Plaintiff from her position as county administrator.

In this matter, no genuine issue of material fact exists that the 2025 Council never ratified Watford's 2024 contract. The contract is therefore void and unenforceable against Marion County. Watford cannot recover under any claim that depends on the existence of that contract. Accordingly, the Court dismisses her claims for breach of contract and breach of contract accompanied by a fraudulent act.

Watford has also asserted a cause of action for promissory estoppel. Promissory estoppel is an equitable remedy. "Our courts recognize a remedy in equity if the claimant can prove (1) a promise unambiguous in its terms; (2) reasonable reliance upon the promise; (3) the reliance is expected and foreseeable by the party who makes the promise; and (4) the party to whom the promise is made must sustain injury in reliance on the promise." *A&P Enterprises, LLC v. SP Grocery of Lynchburg, LLC*, 422 S.C. 579, 587, 812 S.E.2d 759, 763 (Ct. App. 2018). Watford cannot proceed on promissory estoppel for two reasons. First, the promise upon which the claim is necessarily based is found in the employment contract, which was void at the time of Watford's termination. In other words, by way of the cause of action for promissory estoppel, Plaintiff is still seeking to bind a later council to the commitment, i.e. the "promise," of a prior council, which South Carolina law does not permit. Second, because her contract is invalid, Watford cannot claim to have reasonably relied on a "promise" found in the contract. Therefore, Marion County's motion for summary judgment is also granted as to the promissory estoppel cause of action.

Plaintiff's final cause of action alleges negligence based on her termination without good cause. Viewing the record in the light most favorable to Plaintiff, the Court finds a genuine issue of material fact on that claim. The Court therefore denies Marion County's motion for summary judgment as to the negligence cause of action only.

b. Plaintiff's Motion to Amend the Complaint

Watford moved for leave to file an amended complaint. Rule 15(a), SCRCRCP, provides that leave to amend "shall be freely given when justice so requires and does not prejudice any other party." Plaintiff attached a proposed amended complaint to her motion, which asserts causes of action for breach of contract, breach of contract accompanied by a fraudulent act, negligence, promissory estoppel, "at will contractual employee," violation of the South Carolina Payment of Wages Act, and breach of the implied covenant of good faith and fair dealing.

This Order dismissed the causes of action for breach of contract, breach of contract accompanied by a fraudulent act, and promissory estoppel under Rule 56 because Watford's contract is void. Plaintiff may not reassert those causes of action in an amended complaint. Nor may Plaintiff assert any other cause of action that depends on the existence of a valid contract.

Plaintiff's proposed claim under the South Carolina Payment of Wages Act also fails as a matter of law. The compensation she seeks arises solely from the 2024 contract. She alleges no independent statutory, policy-based, or non-contractual entitlement to payment. Plaintiff expressly predicates her Payment of Wages Act claim on amounts allegedly due per the at-will contract.²

Because a void contract creates no enforceable rights or obligations, Plaintiff cannot rely on that contract as the source of any wages allegedly due. The Court therefore finds that Plaintiff

² Citing the *Cunningham* decision, Plaintiff contends that the 2024 contract was converted to an "at will contract," but that is not the case. In *Cunningham*, the Supreme Court found that Cunningham could have claimed to be an at-will employee as an alternative basis for recovery, but, because he had not done so, the trial court properly granted summary judgment. That is different from a claim arising from an "at-will contract" which is what Watford asserted in her proposed amended complaint. An at-will contract is distinguished from a term contract based only on the inclusion of a defined term of duration. "[A]n employment contract for a specific term cannot also be at-will because these terms are mutually exclusive." *Cape v. Greenville County School Dist.*, 365 S.C. 316, 318, 618 S.E.2d 881, 882 (2005) (citations omitted).

cannot establish an essential element of her Payment of Wages Act claim: that Defendant owed the claimed compensation as wages under the Act.

To the extent Plaintiff seeks compensation payable only under the void contract, Marion County had no legal obligation to pay it. No genuine issue of material fact exists as to whether Marion County failed to pay wages owed to Plaintiff under applicable law. The proposed Payment of Wages Act claim would therefore be futile. For the same reason, Plaintiff may not include a claim for breach of the implied covenant of good faith and fair dealing or any other contract-based cause of action in an amended complaint.

Subject to these limitations, Watford may file an amended complaint within twenty days of the date of this Order.

CONCLUSION

Watford's causes of action for breach of contract, breach of contract accompanied by a fraudulent act, and promissory estoppel are dismissed because no genuine issue of material fact exists and Marion County is entitled to judgment as a matter of law. The motion for summary judgment as to the negligence cause of action is denied. Plaintiff's motion to amend is granted only to the extent that Plaintiff may assert claims not premised on the void employment contract. Plaintiff may not assert any contract-based cause of action, including a Payment of Wages Act claim based on the contract, because the employment contract is void.

IT IS SO ORDERED.

Hon. Jocelyn Newman
Presiding Judge

August ____, 2026
Columbia, South Carolina



Marion Common Pleas

Case Caption: Chavis Watford VS Marion County
Case Number: 2025CP3300555
Type: Order/Summary Judgment

So Ordered

Jocelyn Newman
