

4. Professional Development.

- a. Employer hereby agrees to budget for and pay for travel and subsistence expenses of Employee for professional or official travel, meetings and occasions adequate to continue the professional development of Employee and adequately to pursue necessary official functions for Employer including, but not limited to, South Carolina City and County Management Association conferences, Municipal Association of South Carolina conferences, and such regional and local governmental groups or agencies that provide a benefit to the City of Liberty.
- b. Such expenditures by Employee must not exceed \$10,000 per annum, cost to city, without prior approval of Council.

5. Term and Termination.

a. Term.

- I. The term of this Agreement shall be for a period of Three (3) years, commencing on January 1, 2023, and ending on December 31, 2025. The contract will automatically renew each contract period unless terminated by mayor and council.
- II. During the Term of this Agreement, Employee shall be in the exclusive employ of Employer. Employee shall not accept other employment nor become employed by any other employer until the termination date of this Agreement as specified in Paragraph 5(a) (I) unless this Agreement is terminated earlier as provided hereinafter.

b. Termination.

- I. This Agreement may be terminated at any time, with or without cause, upon thirty (30) days advance written notice from the other party.
- II. This Agreement shall terminate immediately if the termination is for cause. Termination for cause shall be based upon conduct that is seriously prejudicial to the Employer or upon conduct that constitutes neglect of duty, incompetence, failure to perform specified and required professional duties, serious misconduct of a professional, ethical, legal nature, or moral turpitude.

6. Severance Pay. In the event Employee is terminated by the Council before expiration of the 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 cash payment equal to nine months (9) pay. This payment will be in a lump sum unless a monthly payout is agreed upon by both parties. Employee shall also be compensated for all earned annual leave to date. In the event Employee is terminated for cause or for conviction, then, in that event Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Suspension. Notwithstanding any of the other terms and provisions of this Agreement, Employer may suspend Employee at any time during the term of the employment Agreement as follows:

- a. With full pay and benefits: for any reason by the mayor or pursuant to a majority vote of the Council.

- b. Without pay or benefits: pursuant to a majority vote of the Council for just cause, provided, however, Employee shall have been given written notice setting forth any charges at least seven days prior to the vote of Council.

8. Evaluation.

- a. Subject to the provisions in Paragraph 2 of this Agreement, the Council shall review and evaluate the performance of the Employee at least once annually. In addition, the mayor shall review with the Employee the findings of the Council as a result of said evaluation and shall provide an adequate opportunity for the Employee to discuss his evaluation with the Council.
- b. Employee shall be evaluated on or about the anniversary date of this Agreement (December 31). Employee shall provide 30-day notice prior to the anniversary date. The failure, however, of Employer to perform the evaluation as specified in this Agreement shall not be deemed to be a breach of this Agreement.
- c. Annually, the Council and Employee shall define the goals and performance objectives that they determine necessary for the proper operation of the City and shall establish a relative priority among those various goals and objectives.

9. Annual Leave and Sick Leave. Employee shall accrue, and have credited to his personal account, annual leave beginning at six weeks (20 hrs./mo.) with an increase of one week for every three years of accrued employment. The maximum total vacation time shall not exceed eight (8) weeks. The accrual time will be based retroactively to the employee's original hire date (2021). Employee shall accrue, and have credited to his personal account, sick leave at the same rate as annual leave. Employee is entitled to accrue all unused leave, without limit, and in the event the employee is terminated, either voluntarily or involuntary, the employee shall be compensated for all annual leave to date.

10. Retirement Benefits. Employee and Employer shall contribute to the South Carolina Retirement System fund for Employee in accordance with the City's policy.

11. Civic Club Membership. Employer recognizes the desirability of representation in and before local civic organizations, and Employee is authorized to become a member of such civic clubs or organizations as may be necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

12. Dues and Subscriptions. Employer agrees to budget for and to pay for professional dues and subscriptions necessary for Employee's continuation and full participation in such professional organizations as may be necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer in a sum not to exceed \$2,000 without the prior approval of Mayor Council.

13. Other Terms and Conditions of Employment.

- a. The Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may from time to time determine relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the statutes of the state of South Carolina and the ordinances of the City of Liberty.

- b. All provisions of the statutes of the state of South Carolina and the ordinances of the City of Liberty and policies, rules and regulations of the Employer relating to leave, retirement, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, from time to time, shall also apply to Employee as they would to other employees of Employer. Those benefits shall be in addition to the benefits enumerated herein unless specifically provided for herein otherwise.

14. Notices. All notices, requests, consents and other communications required hereunder shall be in writing and shall be (1) personally delivered (2) delivered by Express Mail, Federal Express, or similar reputable overnight courier service or (3) mailed by First Class Registered or Certified Mail, return receipt requested, postage prepaid, at the addresses set forth below. The effective date of such notice or communication shall be the date of delivery, or, if mailed by certified or registered mail, the date of deposited in a regular depository for the United States Mail. The addresses of the parties for the purposes hereof are:

To Employer:

Mayor
City of Liberty
206 West Front Street
Liberty, South Carolina 29657

With a copy to:

Acker, Lambert, Hinton P.A.
ATTN: J. Baker Cleveland III, City Attorney
859 Pendelton St.
Pickens, SC 29671

To Employee:

Michael E. Calvert
321 Presque Isle Road
Lexington, SC 29082

15. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to its subject matter and no representations, inducements, promises, or agreements, oral or otherwise, not expressly set forth herein, shall be of any force or effect whatsoever.
- b. Binding Effect. This Agreement shall inure to the benefit of the parties, their legal/personal representatives, heirs, successors, and or assigns.
- c. Amendments. No amendments, conditions, deletions, modifications, or changes to or of this Agreement, or purported or alleged waiver of any provision hereof, shall be of any force or effect whatsoever unless reduced to writing and signed by the parties hereto.
- d. Severability. If any provision, or any portion hereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and the balance of this Agreement shall not be affected, shall remain in full force and effect and shall be read, construed, interpreted, and applied as if the offending provision were omitted.

- e. Headings. The headings and captions in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Agreement, or the intent of any provision hereof.
- f. Counterparts. This Agreement may be executed in multiple counterparts, each of which when fully executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute the same Agreement.
- g. Governing Law. This Agreement is executed in, is performable under, and shall be governed by and construed in accordance with the laws of the state of South Carolina, County of Pickens, and City of Liberty to which jurisdiction and venue the parties, by their execution hereof, hereby irrevocably consent.

IN WITNESS WHEREOF, the Employer and Employee have caused the execution of this Agreement on this 1st day of January, 2023.

Witnesses:

The City of Liberty, SC

Chris Kardley
[Signature]
Bailee Locke
Baill Locke

By: [Signature]
Erica Woods, Mayor

[Signature]
Michael Calvert
City Administrator

