

STATE OF SOUTH CAROLINA)

EMPLOYMENT AGREEMENT

COUNTY OF PICKENS)

THIS AGREEMENT is made and entered into the day and year hereinafter set forth by and between The City of Liberty, South Carolina, a municipal corporation (hereinafter referred to as "Employer") and Michael E. Calvert (hereinafter referred to as "Employee").

WHEREAS, Employer desires to employ Employee as the City Administrator of the City of Liberty as provided by the statutes of the state of South Carolina and the Ordinances of the City of Liberty and;

WHEREAS, it is the desire of the City Council (hereinafter referred to as the "Council") to provide certain benefits, to establish certain conditions of employment and to set the working terms and conditions of said Employee;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Duties: Employee shall be employed by Employer as the City Administrator of Liberty, In that regard:
 - a. Employee shall assume the role and responsibility of the City Administrator as specified in the Ordinances and policies of the City of Liberty and the statutes of the state of South Carolina.
 - b. Employee shall perform any and all such other duties as the Mayor or Council by majority vote may, from time-to-time, assign to Employee.
 - c. Employee shall, at all times, whether or not performing official duties pursuant to the Agreement or not, conduct himself in a manner that will reflect positively on Employer, the Council, and the citizens of the City. Employee's employment is professional in nature and Employee shall always conduct himself as a professional, exhibiting a high standard of moral and ethical behavior.
2. Compensation, Employer agrees to pay to Employee as compensation for Employee's services the sum of Sixty Thousand Dollars (\$60,000) annually. Employer will conduct a review of performance of Employee after six months. Should Mayor and Council find the initial six-month (6) review satisfactory, by majority vote of Council the Employees compensation will increase to Sixty Two Thousand Five Hundred (\$62,500) annually. Further reviews will be conducted every twelve months thereafter annually. Said compensation shall be paid in installments and in the same manner as other City Employees are paid. Insurance will be provided for the employee in the same manner as other City Employees and at the rate as determined by the City's Health insurance carrier and approved by City Council.
3. Automobile.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, shall reimburse the Employee at the IRS standard mileage rate for any approved city business use of personal vehicle.

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 \$4,000 per annum 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 August 9, 2021 and ending on August 9, 2024.
- 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 forty-five (45) 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 lump sum cash payment equal to six (6) months' pay. 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 designed 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. 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 at the same rate as other city employees. Employee shall accrue, and have credited to his personal account, sick leave at the same rate as other employees. 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 \$1,500 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 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 21st day of July, 2021.

Witnesses:

Chuck Powell
[Signature]
[Signature]
Aimee Quinby

The City of Liberty, SC
By: [Signature]
Brian Petersen, Mayor

[Signature]
Michael Calvert
City Administrator