

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this the 9th day of January 2024, by and between the City of Liberty, South Carolina and Mr. Philip Trotter.

WHEREAS, pursuant to S. C. Code Ann. 5-9-40 and LC Code Sec. #2-161, the City wishes to employ the services of Mr. Trotter as Interim City Administrator;

WHEREAS, the City and Mr. Trotter wish to establish certain terms and conditions of employment, provide certain benefits, and to set forth the following agreement as to Mr. Trotter's service as Interim City Administrator; and

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE SUFFICIENCY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, the parties agree as set forth below.

AGREEMENT

I. MR. TROTTER

Mr. Trotter desires to assume the position of Interim City Administrator and agrees as follows:

A. Duties

As Interim Administrator, he shall perform the functions and duties set forth in, as well as exercise the authority provided by, the Liberty City Code of Ordinances ("LC Code"), and applicable law, and shall perform such other duties and functions as may be assigned by the Mayor and/or City Council from time-to-time.

As Interim Administrator, he shall be responsible to Council for proper administration of applicable laws, ordinances, codes, policies, and affairs of the City, including, but not limited to, fulfilling the duties generally set forth in LC Code Sec. #2-161.

He shall comply with and be employed subject to the provisions of the City's personnel policies, ordinances, regulations, and rules, as such are applicable to other employees, except as may be otherwise provided in this Agreement.

Mr. Trotter also must comply with all applicable provisions of South Carolina's state ethics laws for public employees and officials.

Mr. Trotter shall focus his professional time, ability, and attention to the City's business while he holds the position of Interim Administrator. Without prior written consent of Council, he shall not engage in outside business activities or render services of a

business, commercial, or professional nature to any person or organization, whether for compensation or otherwise, that may compete with the City, that may cause a conflict of interest with the City, or that may otherwise interfere with the business of the City, the administrative functions of the City and its personnel, or with his satisfactory performance of his duties and responsibilities to the City and to Council.

He shall, at all times, whether or not performing official duties, conduct himself in a manner that reflects positively upon himself, the City, the Council, and the community. The position of Interim City Administrator is a professional position by nature and Mr. Trotter shall always conduct himself as a professional and exhibit a high standard of moral and ethical behavior at all times.

Mr. Trotter shall advise Council in advance of any dates when he will be away from the City for longer than ordinary 2-day weekends or standard 3-day holiday weekends. He also agrees to seek advance Council approval for any professional development or professional organization travel not addressed herein.

II. LIBERTY CITY COUNCIL

Council agrees as follows:

A. Salary

Mr. Trotter shall be paid for his services as Interim City Administrator at an annual base salary of \$75,000, payable in installments in the same manner and timing as other employees are compensated. Should Council implement compensation increases resulting from a compensation study, provide cost of living adjustments, or otherwise implement across-the-board compensation increases for City employees, it shall also apply such to Mr. Trotter's salary. Mr. Trotter shall be classified as a salaried, exempt employee for purposes of the Fair Labor Standards Act (FLSA).

B. Vacation and Leave

Mr. Trotter shall accrue, and be credited with, vacation and other leave in accordance with the same policies and rates applicable to the other employees of the City.

C. Health Insurance

Mr. Trotter will pay the same percentage portion of insurance rates that are required to be paid by other City employees. If Mr. Trotter elects to receive extended coverage or family member coverage, he will bear the costs of such additional coverage and such will be deducted from his pay.

D. Other Insurance

The City provides municipal insurance coverage for the acts and omissions of employees that occur in the normal course of their authorized duties. As Interim Administrator, Mr. Trotter shall remain covered as an employee of the City of Liberty for general liability and other applicable coverage as set forth in the policy/policies in force.

E. Retirement

1. The City shall pay the employer's share of FICA. Mr. Trotter shall pay his share of FICA via deduction from his pay.
2. The City shall deduct and submit Social Security taxes from Mr. Trotter's pay.
3. The City shall pay the employer portion in the South Carolina State Retirement System and shall deduct Mr. Trotter's required contribution to the Retirement System from his pay.

F. Disability

The position of Interim Administrator is a "key employee" position as defined in the Family and Medical Leave Act (FMLA). If Mr. Trotter becomes permanently disabled from being able to perform his duties as Interim Administrator, or, if in the opinion of the Council, he is otherwise unable to adequately perform the duties of the Interim City Administrator position because of sickness, accident, injury, mental incapacity, or other health-related reasons for a period of 12 or more weeks, Council may, but does not have to, terminate this Agreement in accordance with applicable law. If Mr. Trotter is able to return to performing his previous duties as Building Official at the point in time Council terminates the Agreement, he may choose to do so at that time. If he is not able to return to the Building Official position at the point in time the Agreement is terminated, Council agrees to separate him from employment and to pay him 3 months severance pay. Mr. Trotter shall be entitled to be compensated for any accrued but unused leave pursuant to the policies applicable to other employees and subject to the same requirements and restrictions.

G. Vehicle Allowance

The duties of Administrator require frequent, if not daily, travel for official business and community purposes. In lieu of providing a City-owned vehicle to Mr. Trotter at this time, he shall receive a \$500 lump sum vehicle allowance each month toward the operating expenses of his personal vehicle. This total monthly sum shall be divided and paid on a bi-weekly basis consistent with current payroll practice. The amount of the car allowance may be adjusted by Council in its sole discretion, as deemed appropriate. Mr. Trotter agrees to operate and maintain a vehicle in good mechanical condition and

good physical appearance for his use during the term of his employment as Interim City Administrator. Further, Mr. Trotter agrees to be responsible for and to maintain current liability, property damage, and comprehensive insurance on the vehicle at all times during his service as Interim City Administrator.

With respect to other reimbursement of travel expenses, Mr. Trotter shall be responsible for those expenses related to work-related travel for distances less than 100 miles round trip. For work-related trips farther than 100 miles round trip, Mr. Trotter may submit documentation for expense reimbursement in the same manner as other employees seek reimbursement for travel expenses.

H. Other City Benefits and Perquisites

Mr. Trotter may participate in other City benefit programs, provisions, holidays, and perquisites provided by the City to other employees in the same manner as such employees.

Council reserves the sole right to legally amend insurance, benefit, and perquisite policies for all City employees from time-to-time.

I. Professional Development Dues, Subscriptions, and Travel

Council agrees, subject to annual budget approval by Council, that the City shall pay for Mr. Trotter's membership dues and professional subscriptions, with the intent that his membership and participation such organizations will not only enhance Mr. Trotter's skills and professional growth, but shall also thereby benefit the City. Such professional organizations are anticipated to include, but may not be limited to South Carolina City and County Management Association conferences, MASC meetings and conferences, and such regional and local groups, agencies, and associations that provide a benefit to the City.

Council agrees that the City shall budget for, and pay travel, subsistence, registration fees, and other reimbursable expenses for Mr. Trotter for approved professional development and official travel, meetings, training/educational seminars, and work-related occasions when he is representing the City, in accordance with the provisions of this Agreement.

Professional development expenditures by Mr. Trotter shall not exceed \$10,000 per fiscal year, without advance approval by Council. Professional subscription/library expenses shall not exceed \$2000 per year without advance approval of Council.

Mr. Trotter is authorized to become a member of such local civic clubs as may be desirable for his professional development and for the benefit of the City.

J. Bonding

The City shall bear the cost of fidelity or any other type of bonds for Mr. Trotter it desires, or which it determines are required for Mr. Trotter by any law, ordinance, regulation, grant, or by act or other requirement.

III. THE PARTIES

City Council and Mr. Trotter agree as follows:

A. Term of Office

The position of Interim City Administrator is created herein with the intent that Council shall not fill the position of City Administrator until a later date, to be determined by Council.

As Interim Administrator, Mr. Trotter shall serve at the pleasure of Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Council to remove him from that position, or to terminate his employment at any time for any reason, subject only to the provisions of this Agreement.

Similarly, nothing in this Agreement shall prevent, limit, or otherwise interfere with Mr. Trotter's right to seek or apply for other employment at any time or to resign at any time, subject only to the provisions herein.

The initial term of this Agreement shall be (retroactively applied) from January 1, 2024, or until such time, if it occurs sooner, that Council removes Mr. Trotter from the position of Interim City Administrator or Mr. Trotter resigns from the position.

B. Performance Evaluation

To the extent possible, Council shall review and evaluate Mr. Trotter's performance at least once annually in accordance with criteria and metrics agreed upon jointly between Mr. Trotter and Council, or as set forth in the performance evaluation format used by the City to evaluate other employees. The 2024 performance review is anticipated to take place no later than December 2024. Council shall provide Mr. Trotter with a written summary of its review and evaluation, and shall provide the opportunity for Mr. Trotter to review the summary in advance, and then discuss it with Council if he so chooses. In particular, Mr. Trotter's performance evaluation shall include evaluation of his performance on the essential duties and responsibilities set forth in LC Code Sec. #2-161. Council may also evaluate his performance on any additional duties, goals, and objectives it may have assigned to him. Council may increase Mr. Trotter's compensation based on its performance evaluation.

C. End of Mr. Trotter's Tenure as Interim Administrator

Should Mr. Trotter: (1) apply for the position of City Administrator but not be selected; (2) decide not to apply for the position of City Administrator; or, (3) be removed from the Interim Administrator position, but remain employed, Council shall provide him with the option to return to his former position as Building Official at his former rate of pay, plus any increases in pay and/or benefits that he would have received had he remained in that position during the period of time he served as Interim City Administrator. This provision shall not limit the City's right to terminate Mr. Trotter at will at any time for any reason, subject to the provisions of this Agreement.

D. Termination of Agreement and/or Separation from Employment

1. Mr. Trotter may terminate this Agreement at any time with at least 30 days notice to Council, unless the parties agree otherwise in writing. In such instance, Mr. Trotter may either return to his former position as Building Official (as set forth above), apply for another open position with the City, or resign from employment with the City altogether. Should he resign from employment, Mr. Trotter shall not be entitled to severance pay, but shall be entitled to any accrued, but unpaid, pay and/or benefits in accordance with City policy.
2. Council may terminate this Agreement at any time, with or without cause, by providing written notice to Mr. Trotter. Similarly, Council may terminate Mr. Trotter's employment with the City at any time and for any reason, subject to the requirements of this Agreement. Depending on circumstances, and unless the termination is for cause, and at the sole discretion of Council, Council may either allow Mr. Trotter to work the 30-day notice or may provide him with one month of pay in lieu of asking him to work the 30-day period.
3. The term "cause" means intentional or negligent misconduct materially related, whether directly or indirectly, to performance of official duties for the City, including, but not limited to, any of the following: (a) any material breach of this Agreement; (b) willful or persistent failure to perform duties assigned by Council; (c) fraud, intentional misrepresentation, or material dishonesty; (d) conviction of any crime (misdemeanor or greater) involving moral turpitude or violence; (e) conviction on any drug or alcohol charge; (f) conviction of a felony offense; and/or, (g) commission of any illegal or unethical act prohibited by State or federal law applicable to the City and/or the City workplace. Should Council terminate Mr. Trotter from employment for cause, Council shall not be obligated to pay Mr. Trotter pay in lieu of working a 30-day period.

Reasons for termination without cause might include, but not be limited to, management decisions such as a change in administration structure,

incompatibility of management styles, or a disagreement with Mr. Trotter over management decisions he made that were legally within his authority and did not otherwise breach this Agreement or City policy.

E. Suspension

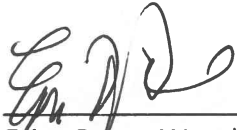
Notwithstanding other provisions of this Agreement, the Mayor and/or Council may suspend Mr. Trotter for any reason with full pay and benefits, or without pay or benefits upon a majority vote of Council for cause. Mr. Trotter is to be given seven days written notice prior to any such vote of Council, and may be afforded the opportunity to be heard by Council on the issue of suspension without pay and benefits.

F. General Provisions

1. This Agreement constitutes the entire employment agreement between the parties. No promises or representations not contained in this Agreement have been made to Mr. Trotter.
2. The parties may amend, revise, or update this Agreement, in whole or in part, only in writing signed by both parties.
3. This Agreement is to be governed by and interpreted under the laws of the State of South Carolina, County of Pickens, and City of Liberty. The parties agree and consent to jurisdiction and venue in the state court system in Pickens County.
4. If any provision of this Agreement shall be held or deemed to be invalid, inoperative, unconstitutional, or unenforceable, the parties agree that the remainder of the Agreement is deemed severable, shall not be affected, and shall remain in full force and effect.
5. In the event of Mr. Trotter's death or incapacity, this Agreement shall be binding upon and inure to the benefit of Mr. Trotter, or his heirs and beneficiaries, as may be applicable, to the extent that the City has a payment and/or action obligation pursuant to this Agreement or to other applicable City policy.

IN WITNESS WHEREOF, the City Council and Mr. Trotter have caused the execution of this Agreement on this the 0th day of January 2024.

CITY COUNCIL:



Erica Romo Woods, Mayor

ATTESZ:



Bailee Locke, Clerk of Council



Philip Trotter
Interim City Administrator

WITNESS:

