

EMPLOYMENT AGREEMENT

The City of Myrtle Beach hereby employs Jonathan Fox Simons, Jr. who hereby agrees to such employment as City Manager for the City of Myrtle Beach to perform the functions and duties as specified under, Title 5, Chapter 13 of the South Carolina Code, and as specified in Title 1, Chapter 4, Article A of the Code of Ordinances of the City of Myrtle Beach, and to perform other legally permissible and proper duties and functions as the City Council shall assign.

SECTION I. TERM:

The term of this Agreement shall be for a period of one (1) year commencing on the 7th day of January in the year of 2021. On the date of expiration, this Agreement shall be considered renewed for regular periods of one (1) year, provided neither party submits a notice of termination. Nothing herein shall prevent the City Council from terminating the City Manager as provided for under State Law.

SECTION II. DUTIES:

The Manager agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents perform the express and implicit terms hereof, all to the reasonable satisfaction of Council. Such duties shall be rendered at such time and places as the interest, needs and business of the City shall require. In light of the required duties, the Manager is on 24-hour call. Because the Manager must devote a great deal of his time outside normal office hours to the business of the City, the Manager will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate during normal office hours. The City agrees to pay or reimburse the Manager for reasonable business related expenses, upon appropriate documentation.

The Manager will provide Council advance notice if he will be out of town (a distance exceeding 50 miles) for more than 24 hours.

SECTION III. SALARY:

The City agrees to pay the Manager an annual salary as agreed upon by the parties, as shown on Attachment A. Council agrees to review the performance of the Manager on an annual basis, and make adjustments to the annual salary, benefits and performance bonuses as agreed upon

by the parties, with the same being shown on Addendum A, attached hereto and made a part hereof.

SECTION IV. DEFERRED COMPENSATION:

The City agrees to pay an amount equal to ten (10%) percent of the annual salary into a 401K account on behalf of the Manager in addition to any State required retirement program. Any amount in excess of the allowable contribution to the 401K from year to year shall be placed in a 457 account.

SECTION V. AUTOMOBILE:

In light of the Manager's responsibilities, the City will provide Manager a monthly automobile allowance of \$850.00. Manager is encouraged to have an automobile that is suitable to the needs of the City's Chief Administrative Officer.

SECTION VI. DUES AND SUBSCRIPTIONS:

The affiliation with professional associations is essential for the Manager to stay abreast of changes in the field of municipal management and the law and to provide the best administration for the City. The City also recognizes the importance of the Manager being an active member of the community. The City therefore agrees to budget and pay professional dues, continuing education requirements and subscriptions to ICMA, SCCMA and other professional organizations reasonably related to the performance of the Manager's duties, as well as dues associated with Manager's membership in a civic organization like Rotary Club.

SECTION VII. PROFESSIONAL DEVELOPMENT:

It is recognized that the Manager must attend various conferences and meetings throughout the year. The City agrees to budget and pay the travel, registration and expenses of the Manager. The City Council may require prior submittal for approval and/or reports from said conferences and meetings.

SECTION VIII. VACATION, HOLIDAYS AND SICK LEAVE:

The Manager shall be deemed an employee of 25 years' experience for all subsequent purposes of benefit applicability, calculations and accrual during that appointment, and then upon any subsequent retirement from the City as a final and single event.

A. Annual leave: As with all other employees, all annual leave up to 360 hours not taken will be converted to pay at the current hourly rate upon any termination or separation of the Manager, with the hourly rate to be determined by dividing 2080 hours into the annual base salary.

B. Sick leave: The Manager shall accrue sick leave at a rate of 8 hours a month, as any other employee. Upon separation, one third of all unused sick leave over 960 hours will be paid.

C. Benefits: In addition to the above, with this appointment or any new appointment, the City agrees to provide the Manager with all fringe benefits granted to all department head level personnel.

D. Holidays: Subject to the fulfillment of duties, the Manager may enjoy such holidays as are declared by the City.

SECTION IX. HEALTH, HOSPITALIZATION INSURANCE:

A. The City agrees to provide a comprehensive health insurance package including coverage for health, dental, vision, hospitalization, surgical and major medical for the Manager and his dependents and to pay the premiums for such coverage. The City is not responsible for payment of deductibles and other out-of-pocket expenses.

B. The City agrees to provide life insurance (term) in the amount of \$200,000 and to pay the premium for such coverage.

C. The City agrees to provide disability insurance for the Manager to guarantee a portion of income in the event the Manager is unable to perform his duties due to injury or disease and to pay the premium for such coverage. The City agrees to provide a policy at 70% compensation with 180 day elimination and 50% benefit period of 5 years and a 50% benefit period to age SSIB eligibility. The City may provide insurance from an outside source and/or a certificate of self-insurance.

D. The City agrees to provide an annual health physical for the Manager. The Manager agrees to submit to an annual health physical and provide City Council with the results, prior to renewal of the Agreement.

E. Insurance is to be eligible for portability and/or assumption by the Manager on termination or separation from the City.

SECTION X. TERMINATION AND SEVERANCE PAY:

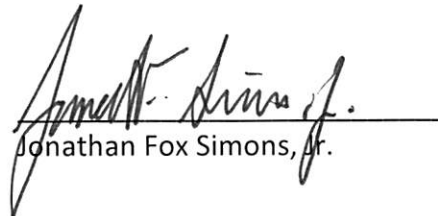
In the event the Manager is terminated by the City Council while the Manager is willing and able to perform the duties of City Manager, then the City agrees to pay the Manager a payment equal to six (6) months' salary and deferred compensation, plus premiums for health and disability insurance for six (6) months. If the Manager is terminated because of his conviction of any illegal act involving personal gain to him, then the City is under no obligation to pay the severance sum designated herein.

In the event the Manager voluntarily resigns his position with the City, then the Manager shall give City Council not less than three (3) months' notice.

Signed this 7th day of January, 2021.



Mayor Brenda Bethune
on behalf of Myrtle Beach City Council



Jonathan Fox Simons, Jr.

ADDENDUM A FOR CONTRACT YEAR JANUARY 7, 2021 THROUGH JANUARY 6, 2022

For the contract year indicated above, the City and the Manager agree to the following:

Previous salary: _____ per annum

Percentage Increase: _____

Salary: \$206,000

Bonus: _____

Additional annual leave: _____

All other terms and provisions of the Employment Agreement shall remain the same.