

## EMPLOYMENT AGREEMENT

The City of Myrtle Beach hereby employs John G. Pedersen, 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, to perform other legally permissible and proper duties and functions as the City Council shall assign.

**SECTION I. TERM:** In light of the anticipated appointment of a new City Manager, the term of this Agreement shall be for a period of one (1) week commencing on the 3<sup>rd</sup> day of November in the year of 2020. On the date of expiration, this Agreement will automatically renew for regular periods of one (1) week, until the day prior to the effective appointment date of the new City Manager, or until either party submits a notice of termination (whichever is first). 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. It is therefore recognized that the Manager must devote a great deal of his time outside normal office hours to business of the City and therefore, 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.

**SECTION III. SALARY:** The City agrees to pay the Manager at a rate of \$3,835.32 per week to be paid on a bi-weekly basis for the duration of this agreement.

**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.

**SECTION V. AUTOMOBILE:** The Manager shall be paid a vehicle allowance at the rate of \$850.00 per month, payable in the first paycheck of each month.

**SECTION VI. 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.

- 1       A. *Annual leave:* As with all other employees, all annual leave up to 360 hours not taken  
2       will be converted to pay at the current hourly rate upon any termination or separation of  
3       the Manager, with the hourly rate to be determined by dividing 2080 hours into the annual  
4       base salary.
- 5       B. *Sick leave:* The Manager shall accrue sick leave at a rate of 8 hours a month, as any other  
6       employee. Upon separation, one third of all unused sick leave over 960 hours will be paid.
- 7       C. *Benefits:* In addition to the above, with this appointment or any new appointment, the  
8       City agrees to provide the Manager with all fringe benefits granted to all department head  
9       level personnel.
- 10      D. *Holidays:* Subject to the fulfillment of duties, the Manager may enjoy such holidays as  
11      are declared by the City.

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13 SECTION VII: HEALTH, HOSPITALIZATION & INSURANCE: The City agrees to provide  
14 hospitalization, surgical and comprehensive major medical for the Manager and his dependents  
15 and to pay the premiums for such coverage. Such coverage shall continue until the end of the  
16 month following the termination of this agreement.

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20 Signed this \_\_\_\_ Day of \_\_\_\_\_, 2020.

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25 Brenda Bethune  
26 Mayor

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John G. Pedersen  
City Manager