

RESOLUTION NO. 2021-21
TO AUTHORIZE THE CONTRACT FOR EMPLOYMENT
OF INTERIM PLANNING & DEVELOPMENT DIRECTOR

WHEREAS, as a result of the resignation by Lillian E. "Libby" Hodges, former Director of Planning & Development, the Mayor with the authorization of Council has made a determination to employ Thomas L. Paradise as the Interim Planning & Development Director; and,

WHEREAS, an Employment Agreement has been negotiated related to such employment; and,

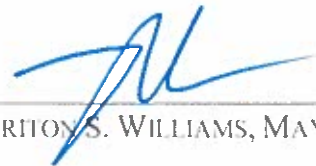
WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to move forward with the employment of Mr. Paradise and entering into a Contractual Employment Agreement with him.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that:

1. Thomas L. Paradise is to be employed by the City as the Interim Planning & Development Director;
2. That the employment of Mr. Paradise, to include term of employment, salary, duties, compensation and other related matters are specifically covered by the Employment Agreement that is attached hereto marked Exhibit "A";
3. That the Mayor is specifically authorized to execute such agreement on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 7th DAY OF June, 2021.

SIGNED BY:



BRITTON S. WILLIAMS, MAYOR

ATTESTED BY:



SHARON LAMAR, CITY CLERK

EMPLOYMENT AGREEMENT

Interim Planning & Development Director

This Agreement, made and entered into, by and between the City of North Augusta, South Carolina (the City), a municipal corporation, and Thomas L. Paradise, an individual who has the requisite education, training, and experience in local government, both of whom agree as follows:

Section 1: TERM

This employment Agreement shall be effective beginning the first day of employment which is July 6, 2021. This employment Agreement shall terminate July 5, 2022.

Section 2: DUTIES AND AUTHORITY

A. The City agrees to employ Thomas L. Paradise as Interim Planning & Development Director to perform the functions and duties as specified by the Mayor, City Administrator, Position Description, and City Ordinance. All actions undertaken by Mr. Paradise in the execution of his duties, including requests from Administration, Mayor, and Council, shall be consistent with the Code of Laws of South Carolina and the Municipal Code of the City.

B. Mr. Paradise shall not engage in any other professional or business activities that, in the sole determination of the City Administrator, adversely affect or interfere with the performance of his services to the City. The foregoing does not preclude Mr. Paradise from making business investments if such investments are not inconsistent with and do not, in the Mayor's opinion, adversely affect the performance of his duties and responsibilities hereunder.

Section 3: COMPENSATION

The City agrees to pay Mr. Paradise an annual salary of \$95,159.90, payable in equal bi-weekly installments.

The City may increase this salary at any time, with or without a performance review. The City may pay a lump sum bonus in lieu of a salary increase or may pay Mr. Paradise a combination of a salary increase and a lump sum bonus. Any such increase and/or bonus will be paid only after a specific vote of City Council.

Section 4: RESIDENCE

There are no residency requirements of Mr. Paradise for the term of this contract.

EMPLOYMENT AGREEMENT

Interim Planning & Development Director

Section 5: HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

A. Mr. Paradise shall be offered not less than the full range of benefits provided or made available to the City's other regular full-time employees. Such benefits may be increased, modified, or decreased to the extent they are increased, modified, or decreased for other regular full-time employees.

B. At the time of the initial execution of the Agreement, such benefits include but are not limited to: retirement plan, health insurance benefits for employees and dependents, life insurance benefits, accidental death insurance benefits, and disability benefits.

Section 6: VACATION AND SICK LEAVE

A. Mr. Paradise will be credited with 10 days (80 hours) of vacation leave at the start of his employ.

B. Mr. Paradise is entitled to accrue, use, and be paid for sick and annual leave on the same basis as other City employees.

C. Mr. Paradise agrees to keep the City Administrator reasonably informed of his absences. Mr. Paradise further agrees that if he becomes eligible for disability benefits under a plan funded by the City that the City may claim a credit for such benefits against any salary payments to which Mr. Paradise is entitled for the same period.

Section 7: AUTOMOBILE

A. The City agrees to reimburse Mr. Paradise at the current IRS mileage rate for his use of his personal vehicle for City business.

B. Mr. Paradise agrees to the terms of the City's Vehicle Policy and Procedures and any changes thereto.

Section 8: GENERAL BUSINESS EXPENSES

A. Communications. The City agrees to pay \$100 per month, payable in equal bi-weekly installments, as a cell phone allowance, to be used to purchase, lease, or own, operate and maintain a cell phone. The City will also provide any other electronic equipment deemed necessary by the parties.

B. Memberships. The City will pay Mr. Paradise's membership dues and assessments for appropriate professional associations as agreed by the parties and as provided in the annual budget.

EMPLOYMENT AGREEMENT

Interim Planning & Development Director

C. Professional Development. The City agrees to pay Mr. Paradise's reasonable travel and subsistence expenses for professional and official travel, meetings, and occasions to adequately continue Mr. Paradise's professional development and to pursue necessary official functions for Employer. The City shall also pay for travel and subsistence expenses for short courses, institutes and seminars necessary for the good of the City. Such payments or reimbursements will be in accordance with the City's standard practices and are subject to annual budgetary restrictions.

Section 9: LIABILITY INSURANCE COVERAGE

Mr. Paradise will be covered by a comprehensive tort liability policy issued by the South Carolina Municipal Insurance and Risk Financing Fund, by the insurance program sponsored by the Municipal Association of South Carolina, or by any similar program selected by the City.

Section 10: TERMINATION

A. Employee's employment under the Agreement may be terminated prior to the end of the term only as provided in this Section.

B. Death. This Agreement shall terminate automatically and without notice or further compensation upon Mr. Paradise's death. In this event, Mr. Paradise's estate will receive any sums due him as base salary and/or reimbursement of expenses through the end of the month during which death occurred.

C. Disability. This Agreement will terminate upon Mr. Paradise having been continuously unable to perform the full range of his duties for ninety (90) consecutive calendar days or intermittently unable to perform the full range of his duties for ninety (90) calendar days in any 365 consecutive days. The termination of this Agreement due to Mr. Paradise's disability shall not immediately terminate his status as an employee of the City. In such a case, he will remain an employee on leave of absence without pay until the City Administrator takes action to change such status or the expiration of this contract occurs. While in such status, Mr. Paradise is entitled to such disability income payments as may be provided by one or more disability insurers in accordance with the terms of any applicable disability insurance plan(s). While in such status, Mr. Paradise is entitled to any other benefits provided by the City to employees on leave of absence without pay who have exhausted their rights under the Family and Medical Leave Act.

D. For Cause. The City has the right to terminate this Agreement with Cause and without notice or further compensation from the effective date of date of written notification. If Mr. Paradise is terminated for cause under this provision, he will receive only any sums due him as base salary and reimbursement of expenses through the date of termination. "Cause" includes but is not limited to:

EMPLOYMENT AGREEMENT

Interim Planning & Development Director

- (i) Mr. Paradise's commission or omission of any act which, in the City Administrator's reasonable opinion causes material or significant harm to the City including its reputation;
- (ii) The indictment of Mr. Paradise for the commission or perpetration of any crime involving dishonesty, moral turpitude, or fraud;
- (iii) Mr. Paradise's material breach of this Agreement;
- (iv) Mr. Paradise's material violation of City policies that cause or are reasonably likely to harm the city or its reputation.
- (v) The exhibition by Mr. Paradise of a standard of behavior that is disruptive to the orderly conduct of the City's business operations to a level which, in the City Administrator's reasonable opinion, is materially detrimental to the City's best interest; or
- (vi) Mr. Paradise's failure to devote his full business time and attention to his employment unless covered under section 2.b.

E. Without Cause. The City may terminate this Agreement without cause upon ninety (90) days' payment of salary and fringe benefits in lieu of notice or a combination of notice and payment in lieu of notice totaling ninety (90) calendar days.

Section 11: RESIGNATION

Mr. Paradise may terminate this Agreement at any time by delivery of a Notice of Resignation to the City with a minimum of 90 days' notice. If Mr. Paradise resigns under this provision, he will receive any sums due him as base salary and reimbursement of expenses through his last day of work. If he fails to give and work at least 90 days' notice, he forfeits the right to payment of accrued and unpaid vacation time, unless the parties agree otherwise.

Mr. Paradise may terminate his employment under this Agreement for Good Reason, he shall receive as severance pay (in addition to accrued salary, benefits, reimbursements and any unpaid amounts) the equivalent of 90 days base salary, less applicable withholdings payable in a lump sum within thirty (30) days of such resignation for Good Reason. For purposes of this Agreement, "Good Reason" shall be defined as: (a) a demotion or material reduction or alteration of PERSONS job title, authority, status or job duties and responsibilities inconsistent with his current position; (b) any reduction of Employee's then current base salary or benefits; or (c) a relocation of Employee's principal office by more than fifty (50) miles; (d) a material breach by the City of this Agreement.

Before terminating this Agreement for Good Reason, Mr. Paradise must give the City prior written notice indicating his intent to terminate for Good Reason and stating the reasons why he believes there are grounds to terminate for Good Reason. The City will have thirty (30)

EMPLOYMENT AGREEMENT

Interim Planning & Development Director

days to correct the default. If corrective action is not taken and the default is not cured within the thirty (30), day period, he may terminate the Agreement for Good Reason.

Section 12: AMENDMENT

The parties may amend this Agreement at any time, but no amendment shall be effective unless in writing and executed with the same formality as this Agreement. The failure of either party to insist on any right under this Agreement shall not constitute an amendment of the Agreement or a waiver of that party's right to insist on compliance with the Agreement in the future.

Section 13: GENERAL PROVISIONS

A. This Agreement sets forth and establishes the entire understanding between the parties relating to the employment of Mr. Paradise by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the parties as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement is effective on the first date of Mr. Paradise's employ which is scheduled for July 6, 2021.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

EMPLOYMENT AGREEMENT
Interim Planning & Development Director

IN WITNESS WHEREOF, the parties have executed this Employment Agreement between the City of North Augusta, and Thomas L. Paradise, this _____ day of _____, 20__.

Thomas L. Paradise

James S. Clifford, City Administrator

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk