

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this the 30th day of June 2021, by and between the City of Clemson, South Carolina, and David A. Blondeau.

WHEREAS, pursuant to S.C. Code Ann. §5-11-40 and CC Code ##2-50 through 2-58, the City wishes to employ the services of Mr. Blondeau as City Administrator;

WHEREAS, the City wishes to establish certain terms and conditions of employment, provide certain benefits, and to set forth the following recital of the agreement between the parties as to Mr. Blondeau's service as 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. BLONDEAU

Mr. Blondeau agrees as follows:

A. Duties

As City Administrator, he shall perform the functions and duties set forth in, as well as exercise the authority provided by, the Clemson City Code of Ordinances, and applicable law, as well as perform all other duties and functions as may be assigned by City Council.

As City Administrator, he shall be responsible to Council for the proper administration of the laws, ordinances, codes, policies, and affairs of the City, including, but not limited to, fulfilling the duties generally set forth in Clemson City Code #2-56.

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

Mr. Blondeau shall focus his professional time, ability, and attention to the City's business while he holds the position of City 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 satisfactory performance of his duties and responsibilities to the City and to Council.

Mr. Blondeau 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.

B. Relocation

Mr. Blondeau will make his best efforts to relocate prior to the expiration of 24 months from the date of this agreement in order to reside and maintain his primary residence within the City limits by that time. He agrees not to seek relocation expenses from the City.

II. CLEMSON CITY COUNCIL

Council agrees as follows:

A. Salary

Mr. Blondeau shall be paid for his services as City Administrator at an initial annual base salary of \$135,000, 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. Blondeau's salary. Mr. Blondeau shall be classified as a salaried, exempt employee for purposes of the Fair Labor Standards Act (FLSA). Council may also increase Mr. Blondeau's

salary on the basis of performance evaluations via the evaluation process set forth herein.

B. Vacation and Leave

Mr. Blondeau 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/Dental/Vision/Life Insurance

Mr. Blondeau will pay his portion of the insurance rates in the same proportion applicable to other employees. The City will also pay for a \$5,000 life insurance policy equal to the benefit given to other employees. If Mr. Blondeau 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. Mr. Blondeau will pay his share of dental and vision insurance at the same rate as other employees. Should Mr. Blondeau desire to obtain vision or dental insurance coverage for a family member or members, he shall bear the cost of such coverage and such will be deducted from his pay.

D. Other Insurance

The City provides South Carolina Municipal Insurance Reserve Fund coverage for the acts and omissions of employees that occur in the normal course of their duties. As City Administrator, Mr. Blondeau shall remain covered as an employee of the City of Clemson for general liability and other applicable coverage as set forth in the policy/policies in force with SCMIRF.

E. Retirement

1. The City shall pay the employer's share of FICA. Mr. Blondeau shall pay his share of FICA via deduction from his pay.
2. The South Carolina State Retirement System provides life insurance equal to an employee's annual salary in effect at the time of the employee's death. Mr. Blondeau's required contribution(s) to the Retirement System shall be deducted from his pay.

3. The City belongs to the South Carolina Deferred Compensation Plan and the ICMA Deferred Compensation Plan. At his choice, Mr. Blondeau may participate in either or both plans. At such time as Mr. Blondeau may separate from employment with the City, he may elect to leave his contributions in either or both plans, or he may elect to ask that his contributions be transferred to that of a subsequent employer. Should the City provide payment into a deferred compensation plan for its employees, Mr. Blondeau shall receive a benefit in the same amount.

F. Disability

The position of City Administrator is a “key employee” position as defined in the Family and Medical Leave Act (FMLA). If Mr. Blondeau becomes permanently disabled from being able to perform his duties as City Administrator, or, if in the opinion of the Council, he is otherwise unable to adequately perform the duties of the 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 Council elects to separate Mr. Blondeau from employment for such reasons, it may ask for medical documentation, and upon receipt of such, shall pay Mr. Blondeau severance pay and benefits in accordance with the severance pay and benefits provisions of this Agreement. Mr. Blondeau shall be entitled to be compensated for any accrued but unused leave pursuant to the policies applicable to other employees.

G. Vehicle Allowance

The duties of City Administrator require frequent, if not daily, travel for official business and community purposes. In lieu of providing a City-owned vehicle to Mr. Blondeau, he shall receive a \$500 lump sum vehicle allowance each month toward the operating expenses of his personal vehicle.

With respect to reimbursement of travel expenses, Mr. Blondeau 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. Blondeau may submit documentation for expense reimbursement in the same manner as other employees seek reimbursement for travel expenses.

H. Other City Benefits and Perquisites

As he may be eligible, Mr. Blondeau may participate in all other City benefit programs, provisions, holidays, and perquisites provided by the City to other employees.

I. Professional Development Dues, Subscriptions, and Travel

Council agrees, subject to annual budget approval by Council, that the City shall pay for Mr. Blondeau's membership dues and professional subscriptions, with the intent that his membership and participation in national, regional, state, and/or local organizations will not only enhance Mr. Blondeau's skills and professional growth, but shall also thereby benefit the City and the community. The organizations approved for Mr. Blondeau's membership and participation are the International City/County Management Association, the South Carolina City/County Management Association, and the South Carolina Municipal Association and any sub-committees thereof.

Council agrees that the City shall budget for, and pay travel, subsistence, registration fees, and other reimbursable expenses for Mr. Blondeau for 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.

J. Bonding

The City shall bear the cost of fidelity or any other type of bonds required for Mr. Blondeau by any law, ordinance, regulation, grant, or by act or requirement of Council.

III. THE PARTIES

City Council and Mr. Blondeau agree as follows:

A. Term of Office

As City Administrator, Mr. Blondeau 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. Blondeau'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 in effect from July 1, 2021, to December 31, 2021, or until such time, if it occurs sooner, that Council removes Mr. Blondeau from the position of City Administrator or Mr. Blondeau resigns from the position. Assuming Council has not elected to remove Mr. Blondeau from the position of City Administrator and he has not resigned, the term of this Agreement shall then be in effect from January 1, 2022, through December 31, 2022, and shall automatically renew each year unless Council removes Mr. Blondeau from the position of City Administrator, Mr. Blondeau resigns, or the parties renegotiate and enter into a new or revised employment agreement.

B. Performance Evaluation and Feedback

Council shall review and evaluate Mr. Blondeau's performance at least once annually in accordance with criteria and metrics agreed upon jointly between Mr. Blondeau and Council, or as set forth in the performance evaluation format used by the City to evaluate other employees. Council reserves the right to provide coaching, additional performance input, and to assign projects and goals, at any time at its sole discretion.

Council intends to conduct an initial 6-month performance review in or about late December 2021 or early January 2022. Thereafter, Councils intends to conduct an annual performance evaluation, in which it shall provide Mr. Blondeau with a written summary of its review and evaluation, and shall provide the opportunity for Mr. Blondeau to review the summary in advance, and then discuss it with Council.

Mr. Blondeau's performance evaluation shall include evaluation of his performance on the essential duties and responsibilities set forth in CC Code #2-56. Council may also evaluate his performance on any additional duties, goals, and objectives it may have assigned to him. Council may increase Mr. Blondeau's compensation based on its performance evaluations, in accordance with the City's performance evaluation and compensation policies.

C. Termination of Agreement/Separation from Employment

1. Definitions:

- a. "Cause" means intentional 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.
- b. "Resign" means that Mr. Blondeau uses these words in writing to Council, "I resign from employment with the City of Clemson."
- c. "Terminate the Employment Agreement" means that either party uses these words in writing to the other party, "The Employment Agreement for the position of City Administrator between Mr. Blondeau and the City of Clemson is hereby terminated."

For Council to terminate the Employment Agreement, there must be a vote in public session of at least a supermajority (two-thirds) of the total number of Council members holding office at the time (for example, at least 5 of 7; at least 4 of 6, etc.). The motion for termination of the Employment Agreement must state whether such termination is for cause or without cause. Depending on whether such termination is for cause or is without cause, as defined herein, any applicable severance provisions herein shall control. If no such provisions in the employment agreement exist at that time, and the termination of the Employment Agreement is without cause, the City Administrator shall be entitled to such notice and severance provisions as may be included in CC Code Sec. #2-57 at that time. Written notice of termination of the Employment Agreement shall be given to Mr. Blondeau following any such vote.

- d. "Termination of employment" means a complete ending of any employment relationship between Mr. Blondeau and the City.
 - e. Reasons for termination of the Employment Agreement "without cause" might include, but not be limited to, management decisions such as a change in administration structure, incompatibility of management styles, or a Council disagreement with Mr. Blondeau over management decisions he made that were legally within his authority and which did not otherwise breach this Agreement or City policy.
2. Either party may terminate the Employment Agreement for the position of City Administrator at any time and for any reason, subject to any applicable law and the requirements of this Agreement. Regardless of which party terminates the Employment Agreement, Council alone has sole authority to decide whether to offer any alternative position to Mr. Blondeau, should Council decide circumstances warrant such action.
 3. Should Mr. Blondeau terminate the Employment Agreement for the position of City Administrator, he shall not be entitled to severance pay, but shall be entitled to any accrued, but unpaid, pay and benefits in accordance with City policy. Because the City Administrator position is a key position with the City, Mr. Blondeau is expected to give at least 60 days written notice to Council, unless the parties agree otherwise in writing or should Council shorten the notice period in writing.
 4. Should Council terminate the Employment Agreement for the position of City Administrator for cause, Council shall not be obligated to pay Mr. Blondeau severance pay, to pay for his COBRA insurance, or to fund any additional benefits or perquisites to which Mr. Blondeau is not already entitled at that time under City policy.
 5. Should Council terminate the Employment Agreement for the position of City Administrator without cause, Mr. Blondeau shall be paid severance pay at his then rate of pay in accordance with this Agreement.

Should Council terminate the Employment Agreement for the position of City Administrator without cause prior to December 31, 2022, the City shall pay severance pay to Mr. Blondeau for six months at his then rate of pay or until he obtains and starts employment of equal or greater pay

should that occur before the end of the 6-month severance pay period. In such instance, should Mr. Blondeau obtain and start employment with another employer prior to the end of the 6-month severance pay period at a rate of pay less than the City Administrator salary, the amount of his new salary shall be subtracted from the amount of severance pay until the end of the 6-month severance pay period.

Should Council terminate the Employment Agreement without cause, the City shall also pay for Mr. Blondeau's healthcare, vision, dental, and life insurance at the level of coverage in place at the time of termination pursuant to COBRA for the applicable severance pay period or until he becomes covered by another employer's benefits package if such occurs during the applicable severance pay period, but in no circumstances shall the City provide such payment past the end of the applicable severance pay period. At all times, Mr. Blondeau remains responsible for paying for the insurance coverage, if any, for family members.

While Mr. Blondeau remains employed with the City of Clemson as City Administrator, each succeeding January 1 (beginning on January 1, 2023), one month shall be added to the potential severance pay period. Thus, if Council were to terminate the Employment Agreement and/or remove him from the position of City Administrator without cause during calendar year 2023, the City would pay severance pay to Mr. Blondeau at his then rate of pay for seven months or until he obtains and starts employment of equal or greater pay should that occur before the end of the 7-month severance pay period.

Should Mr. Blondeau remain in the position of City Administrator, this annual addition of one month of potential severance pay shall continue until the maximum of 12 months of potential severance pay is reached.

D. 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. Blondeau.
2. The parties may amend, revise, replace, or update this Agreement, in whole or in part, in a writing signed by both parties.

3. 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.
4. This Agreement shall be governed by the laws of the State of South Carolina.
5. In the event of Mr. Blondeau's death or incapacity, this Agreement shall be binding upon and inure to the benefit of Mr. Blondeau, 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 pursuant to other applicable City policy.

IN WITNESS WHEREOF, the Mayor of the City of Clemson, South Carolina, on behalf of the City Council, as duly attested by the City Clerk, and Mr. Blondeau have signed, sealed, and executed this Agreement, this the 30th day of June 2021:

CITY COUNCIL:



G. Robert Halfacre, Mayor
on behalf of City Council for the City of
Clemson, South Carolina

ATTEST:



Beverly Coleman, City Clerk

CITY ADMINISTRATOR (as of July 1, 2021):



David A. Blondeau