

## EMPLOYMENT AGREEMENT

This employment agreement (hereafter "Agreement") by and between Horry County Government ("County") and Steven S. Gosnell ("Gosnell") is effective as of April 18, 2019 ("the Effective Date"). In consideration of the mutual covenants set forth, the County and Gosnell hereby agree as follows:

1. **EMPLOYMENT.** The County agrees that for the period of employment specified and described in paragraph 2, Gosnell shall serve as the "Interim County Administrator" for Horry County Government. Gosnell's service as Interim County Administrator for the County shall be in addition to, and simultaneous with, Gosnell's current employment as Assistant Administrator and Division Director/County Engineer of the I&R Division.
2. **PERIOD OF EMPLOYMENT.** The period of employment by Gosnell as Interim County Administrator shall extend from April 18, 2019 until the first of the following events occur:
  - a. November 1, 2019;
  - b. Commencement of employment by a subsequent County Administrator;
  - c. Upon two (2) weeks written notice by Gosnell to Council of his voluntary resignation from position of Interim County Administrator.

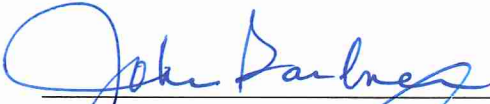
Should there be no permanent County Administrator employed by County on November 2, 2019, this Employment Agreement shall be automatically extended through March 1, 2020, pursuant to the same terms and conditions.

3. **SCOPE OF EMPLOYMENT.** During the Period of Employment, Gosnell shall be vested with the duties, responsibilities and full authority of the County Administrator as defined in the job description for the County Administrator and as set forth in Chapter 9 of Title 4 of the South Carolina Code of Laws, other applicable State law, Horry County ordinances and the Horry County Government Employment Guidelines. Gosnell will have full and exclusive authority with respect to the hiring, firing, and discipline of Horry County Government employees pursuant to personnel system policies and procedures.

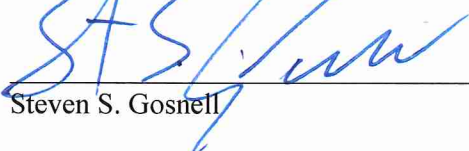
In addition to performing the duties of County Administrator, Gosnell shall continue to function and perform in his current capacity as Assistant Administrator and Division Director/County Engineer of the I&R Division. County agrees that, in the event that the Period of Employment ends and Gosnell is not hired as County Administrator, Gosnell shall resume his full time duties as Assistant Administrator and Division Director/County Engineer of the I&R Division as described in the applicable job description. In no event will Council obstruct or impede Gosnell's restoration to his current position as Assistant Administrator and Division Director/County Engineer of the I&R Division as described in the applicable job description at the end of the Period of Employment, and no action or decision engaged in or carried out by Gosnell as Interim County Administrator shall have any bearing on or relevance to Gosnell's return to his position as Assistant Administrator and Division Director/County Engineer of the I&R Division.

4. The parties hereto acknowledge that Gosnell's spouse, Vivian Gosnell, is presently employed by Horry County Government. Notwithstanding Section 8 of the Horry County Employment Guidelines, it is expressly agreed by the parties that Vivian Gosnell will continue to be employed by the County in her present capacity during the period of Gosnell's employment as Interim County Administrator and that Gosnell will not act as Vivian Gosnell's supervisor, or become directly involved in the management of Vivian Gosnell's employment relationship with the County. Should any issues arise involving Vivian Gosnell's employment during the Period of Employment, such decisions will be deferred by Gosnell to the appropriate Assistant Administrator.
  
5. **SCHEDULED VACATION.** The parties hereto acknowledge and approve that Gosnell will take vacation time August 2 – August 16, 2019.
  
6. **COMPENSATION.** During the Period of Employment, the County will pay to Gosnell as compensation for his combined duties and responsibilities of Assistant Administrator and Division Director/County Engineer of the I&R Division and as Interim County Administrator an annual base salary of \$217,599.86, payable through the County payroll system at the same time and in the same manner as other employees of the County are paid. In addition, Gosnell will continue to be entitled to his current car allowance, and be entitled to the same employment benefits as are offered to other County employees. At the end of the Period of Employment, as outlined in Paragraph 2 above, Gosnell's salary and duties shall be restored to that of his full-time current position of Assistant Administrator and Division Director/County Engineer of the I&R Division, including any merit adjustments that Gosnell would have received as Assistant County Administrator and Division Director/County Engineer of the I&R Division.  
  
Should Council move to terminate Gosnell while acting as the Interim County Administrator, County shall take the necessary steps to pay Gosnell so that he achieves full retirement benefits (28 years).
  
7. **REPRESENTATIONS.** The undersigned warrant that the execution of this Agreement is duly authorized, and that it shall represent a valid and binding obligation, enforceable in accordance with its terms.
  
8. **GOVERNING LAW.** This Agreement shall be governed by and subject to the laws of the State of South Carolina. In the event that this Agreement is breached, the breaching party shall be responsible for payment of the reasonable costs of prosecuting such claims, including reasonable attorney's fees and costs of the prevailing party.

**HORRY COUNTY GOVERNMENT**

BY:   
 Chairman Johnny Gardner, on behalf of  
 Horry County Council

DATE: 4/17/19

  
 Steven S. Gosnell

DATE: 4/17/19