

Town of Bowling Green
Town Council Meeting



Date: August 2, 2018
Agenda Item: VII A – Police Chief’s Contract

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck **PRESENTER TITLE:** Town Manager

AGENDA ITEM: VII A – Police Chief’s Contract

BACKGROUND / SUMMARY:

Under this contract the Town Police Chief’s position will become full time at an annual salary of \$65,000. Contract is retroactive to July 1, 2018.

ATTACHMENTS:

Proposed Contract

REQUESTED ACTION:

Approve contract and authorize Mayor to sign.

FOR MORE INFORMATION, CONTACT:

Name: Reese Peck
Phone#: 804-633-6212
Email: Townmanager@townofbowlinggreen.com

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

VOTE: PASS NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2018, by and between the Town of Bowling Green, Commonwealth of Virginia, a municipal corporation, hereinafter called "Employer," and Warner David Lipscomb, III, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Warner David Lipscomb, III as the full-time Chief of Police of the Town of Bowling Green, as provided in the Charter of the Town of Bowling Green, Virginia; and

WHEREAS, it is the desire of the governing body, hereinafter called "Council," to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Chief of Police of said Town of Bowling Green;

NOW THEREFORE the parties hereby agree as follows:

Section 1: Duties

Employer hereby agrees to employ Warner David Lipscomb, III as the Chief of Police for the Town of Bowling Green, Virginia, to perform all of the functions and duties set out in the Charter and Code of the Town of Bowling Green, Virginia and to perform such other duties as may be required of him by the Town Council and the Town Manager for a period of two years. This Agreement shall expire on June 30, 2020 unless extended by mutual, written agreement of the parties.

Section 2: Resignation/Termination

In the event Employee voluntarily resigns his position with Employer, Employee

shall give Employer two months' written notice in advance, unless the parties agree otherwise. This Agreement is terminable at the will of the Bowling Green Town Council. In the event that the Employee should leave the position of Police Chief in good standing, the Employer agrees to enroll in any program that would benefit the Employee from a retirement standpoint, provided that it is not a detriment to the Town of Bowling Green.

Section 3: Compensation

Employer agrees to pay Employee for his services an annual salary of \$65,000, payable in installments at the same time and in the same manner that the other salaried Town employees of the Employer are paid.

Section 4: Performance Evaluation

The Town Manager shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific performance goals developed jointly by Employer and Employee. Said performance goals may be added to or deleted from in writing as the Town Manager may from time to time determine, in consultation with the Employee.

Annually, the Town Council, Town Manager, and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Town of Bowling Green and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

Section 5: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and participation in regional, state, and local associations and organizations necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the Employer, subject to the availability of funds and the prior approval of the Town Manager.

Section 6: Hold Harmless

In addition to that required under the state and local law, Employer shall save harmless Employee to the extent permitted by law against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as the Chief of Police. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon provided, however, if such tort, claim, demand or other legal action shall be based upon the intentional, wanton or willful act of the Employee, the Employer shall have no duty to defend such action nor shall the employer have a duty to compromise or settle such claim or suit or pay the amount of any settlement or judgment rendered thereon.

Section 7: Bonding

Employer shall bear the fund cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 8: Other Terms and Conditions of Employment

The Town Manager, on behalf of the Town Council shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Bowling Green's Charter or any other law.

All provisions of the Town of Bowling Green's Charter and Code, and personnel regulations and rules of the Employer shall apply to Employee as they would to other

employees of Employer.

In the event that the Employee should have a civil suit filed against him or be charged with a crime, including a traffic offense, the Employee shall promptly notify the Mayor within twenty-four (24) hours and provide any and all paperwork. Failure to provide notice as prescribed by this section shall constitute sufficient cause for immediate termination from employment.

Employee shall keep the Mayor and Town Manager informed in a timely manner of any and all significant events occurring in the Town of Bowling Green as well as any and all events that may affect the Town of Bowling Green.

Section 9: General Provisions

This Agreement constitutes the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

This Agreement shall become effective upon execution.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute arising under this Agreement, the parties agree that appropriate venue shall be the Circuit Court for Caroline County, Virginia, and the parties hereby submit to the jurisdiction of said court.

IN WITNESS WHEREOF, the Town of Bowling Green has caused this Agreement to be signed and executed in duplicate originals in its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above

written.

Jason Satterwhite, Mayor

Date: _____

Warner David Lipscomb, III

Date: _____