

EMPLOYMENT AGREEMENT FOR TOWN MANAGER
Town of Bowling Green, Virginia and A. Reese Peck

THIS AGREEMENT made this 6th day of April, 2017, by and between the TOWN OF BOWLING GREEN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, acting by and through its TOWN COUNCIL, hereinafter referred to as “Employer” and, A. REESE PECK, hereinafter referred to as “Employee”.

RECITALS

The parties recite and declare:

1. Employer is in need of the services of a person possessing the skills and ability required to be the Town Manager; and
2. Employee, through education and experience, possesses the requisite skills to perform these duties; and
3. Employer desires, therefore, to engage the services of Employee as Town Manager under the direction of the Employer, pursuant to the authority vested in Employer by the Charter and Code of the Town of Bowling Green and *Code of Virginia* (1950), as amended.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties, Employer and Employee agree as follows:

SECTION ONE
Employment

Employer employs, engages and hires Employee as the Town Manager of the Town of Bowling Green, effective April 1, 2017, and Employee accepts and agrees to this employment, engaging and hiring.

Residency in the Town of Bowling Green is preferred, if possible.

SECTION TWO
Governing Law

This agreement and the employment of Employee shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended; the Charter and Code of the Town of Bowling Green, Virginia; policies adopted by Employer; and provisions of the Bowling Green Personnel Policies and Procedures Manual, relating to sick leave, retirement and life insurance contributions, holidays, and other fringe benefits not specifically addressed in this agreement.

SECTION THREE
Duties

Employee is hereby delegated the following powers and duties:

1. The statutory powers and duties as set forth the *Code of Virginia* (1950), as amended.
2. To serve as Personnel Administrator responsible for the hiring, day-to-day supervision, development, management and discharge of employees and the administration of Town Personnel Policy.
3. Exercise all powers and duties delegated to the Town Manager pursuant to Bowling Green Town Ordinances adopted by the Town Council which includes, but is not limited to, administration of federal, state and local laws regarding storm water.
4. Develop and recommend personnel policies and other program policies and revisions thereof to the Town Council for its approval.
5. Act as signatory, together with the Treasurer and the Mayor, to countersign all warrants and/or checks for the Town of Bowling Green only in the event that the Treasurer and Mayor are unavailable to sign. Employee shall be responsible for ensuring that all funds appropriated for expenditure by the Town Council are properly expended and that expenditures in the adopted Town budget do not exceed revenues.
6. Act as Planning Director and Zoning Administrator for the Town of Bowling Green.
7. Exercise any additional legally permissible and proper powers or duties as may be prescribed by the Town Council.
8. Employee shall remain in the exclusive employ of the Employer and devote all of the Employee's working time, attention, knowledge and skills solely to the interests of the Employer, and Employer shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee. The term "Employee's working time" shall not be construed to include Employee's annual and compensatory time off.
9. Employee shall keep the Town Council appropriately apprised of all significant events relating to the operation of the Town.
10. Employee recognizes that, as a leader in the Town, Employee shall conduct himself in a professional manner at all times. Employee shall be professional in any and all communications, including but not limited to social media, whether such communication is on behalf of the Town or whether the communication is made as a private citizen.

SECTION FOUR
Place of Employment

The duties and functions required of Employee under this Agreement shall be rendered at the Administrative Offices of the Town of Bowling Green and such other place or places as Employer shall in good faith require or as the interests and needs of the Employer shall require.

SECTION FIVE
Terms of Agreement

- A. This Agreement shall be for a two year term beginning on April 1, 2017 and ending on March 31, 2019.
- B. This Agreement is terminable at will by the Employer, with or without notice and with or without cause. If this Agreement is terminated for cause, the Employee shall not be eligible for any additional compensation other than salary owed him at the time of termination. "Cause" is defined as any reason that reasonably could be perceived to be or could be detrimental to the Town as determined solely by the Council.
- C. Termination of Employment by Employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time, provided Employee gives written notice to the Mayor at least sixty (60) days prior to effective date of resignation, unless the parties otherwise agree in writing to a shorter period of advance notice.
- D. 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 termination from employment.
- E. In the event Employer terminates Employee's employment in the absence of cause, as stated below, Employer shall make a lump sum cash payment equal to two months (2) months aggregate salary (including health insurance), provided, however, that should employment be terminated because of Employee's malfeasance or misfeasance in office, or because Employee has been convicted of a crime, Employer shall have no obligation to pay any sums provided under this Section.

SECTION SIX
Salary

Employer shall pay Employee, and Employee shall accept from Employer, an annual salary of \$ 75,000 and payable in installments as provided for Town employees generally, and as may be adjusted from time to time at the discretion of Employer. Salary increases shall be dependent upon the Employee's performance, as well as the financial status of the Town of Bowling Green.

SECTION SEVEN
Performance Evaluations

- A. Employer shall annually review and evaluate the performance of Employee. Said review and evaluation shall be in accordance with the specific criteria developed by Employer. Said criteria may be changed from time to time by Employer, in consultation with Employee. The Mayor and/or Town Attorney, on behalf of the Employer, shall provide Employee with a written

summary of the findings of the Employer and provide an adequate opportunity to discuss said evaluation.

- B. Annually, prior to the evaluation required above, Employer, in consultation with Employee, shall establish goals and performance objectives which they determine necessary for the proper operation of the Town and in the attainment of the Employer's policy objectives, and shall further establish a relative priority among the goals and objectives which shall be reduced to writing. Said goals shall be attainable within the time limitations provided and the annual operating and capital budgets and appropriations provided.
- C. Employer may increase the compensation of Employee upon completion of its annual performance evaluation. Increases in Employee's compensation will be based on successful attainment of goals as documented by the Employee and approved by the Council.

SECTION EIGHT

Benefits

- A. Recognizing that Employee must devote a great deal of time outside business hours, Employee will be allowed to take discretionary leave as approved, in advance, by the Mayor. Upon termination, Employee shall not be entitled to compensation for any accrued discretionary leave.
- B. Employer agrees to provide Employee Group Medical and Hospitalization insurance as generally available to Town employees and Employer will pay for 100% of the cost of the insurance for the Employee.
- C. Employer shall reimburse Employee for mileage at the current IRS rate in the event that Employee uses his personal vehicle for travel for business purposes for Employer. Additionally, Employee must present a valid driver's license, and he must consent to a check of his driving records with the State Division of Motor Vehicles. Employee shall be subject to random drug testing as required pursuant to the Personnel Policy. At all times that he operates the car related to his work with the Town of Bowling Green, he must possess a valid driver's license and his driving privileges and/or license must not be suspended or revoked.
- D. Employee begin employment with fourteen (14) days of annual leave and thereafter shall accrue vacation leave at the rate of seven (7) hours every two weeks and sick leave at a rate of six hours (6) hours every two weeks in accordance with the Town Personnel Policy, as such may be amended from time to time.
- E. Upon submission of appropriate receipts within sixty days of the date of the expense, Employee shall be reimbursed for the costs associated with relocating to the Town of Bowling Green or Caroline County up to \$1,500.
- F. Employer agrees to pay for the cost of a cell phone and the Employee's cell phone service, which shall include a data plan.

SECTION NINE
Membership Dues, Subscriptions, and Continuing Education

Employer agrees to pay up to \$800 in a budget year for professional dues and subscriptions necessary for Employee's continuation and full participation in national, regional, state and local associations and organizations necessary or desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. In addition, Employee shall be entitled to \$2,000 per budget year for such trainings and/or conferences as the Employee may choose to attend.

SECTION TEN
Indemnification

Employer shall defend, save harmless and indemnify Employee against any and all claim made against Employer and/or Employee for third party liability, loss or claim arising out of or caused by the performance of Employee's duties. In the event of such third party claim, Employee may retain personal, private legal counsel, which may be fully or partially funded by or reimbursed by Employer at the discretion of Employer made on a case-by-case basis.

SECTION ELEVEN
Bonding

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

SECTION TWELVE
Modification

Any amendment, modification, or waiver of this Agreement or of any covenant, condition or provision of it shall not be valid unless in writing executed by both parties.

SECTION THIRTEEN
Severability

All agreements and covenants in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid agreements or covenants were not contained.

SECTION FOURTEEN
Entire Agreement

This written Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

In signing below, Employee acknowledges that he has had an opportunity to consult with an attorney of his choosing regarding this Agreement and that he has read and understands this Agreement.

IN WITNESS THEREOF, the Bowling Green Town Council has caused this Agreement to be signed and executed in its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, to be effective the day and year first above written.

A. Reese Peck

Date: _____

Mayor, Town of Bowling Green

Date: _____