

A special meeting of the Westmoreland County Board of Supervisors was held Thursday, November 2, 2023 in the public meeting room of the George D. English, Sr. Memorial Building, located at 111 Polk Street, Montross, Virginia. Those members present were Darryl E. Fisher, Timothy Trivett, Dorothy Dickerson Tate, and Woody Hynson. Also present were Karen Lewis, Assistant County Administrator, Debra Whaley, Finance Director; and Donna Cogswell, Executive Assistant.

**** Russ Culver was absent from meeting.****

CALL TO ORDER

Chairman Fisher called meeting to order at 9:12 a.m.

Chairman Fisher stated the reason for this meeting today is the Board will either accept or reject the Contract for the new County Administrator. He stated all Board members had an opportunity to review the Contract and asked if there were any questions or comments. Chairman Fisher also asked to mention in the minutes that the current County Administrator, the new County Administrator and the County Attorney have reviewed the Contract.

With no further questions, upon motion by Tim Trivett second by Dorothy Dickerson Tate and carried unanimously with Woody Hunson, Timothy Trivett, Dorothy Dickerson Tate and Chairman Fisher voting "aye". The Board approved the Contract, as presented, for the new County Administrator, which will go into effect on Monday, December 4, 2023.

Chairman Fisher noted this is an historical moment and big step forward for the County.

**** NEXT PAGE – CONTRACT****

**WESTMORELAND COUNTY
COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the COUNTY OF WESTMORELAND, VIRGINIA, hereinafter called "Employer", and W. Benjamin Prescott, hereinafter called the "Employee".

W I T N E S S E T H:

WHEREAS, The Employer desires to employ the services of W. Benjamin Prescott as County Administrator of the County of Westmoreland, as provided by State Law; and

WHEREAS, it is the desire of the Board of Supervisors to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, it is the desire of the Board of Supervisors, (1) to secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the County may desire to otherwise terminate his employment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties mutually agree as follows:

Section 1: Duties

The Employer hereby agrees to employ said W. Benjamin Prescott as County Administrator to perform the functions and duties specified in the Code of Virginia, and to perform such other legally permissible and proper duties and functions, as the Board of Supervisors shall from time to time assign. Employee shall be employed by Westmoreland County exclusively and shall accept no other simultaneous employment or jobs without the approval of the Board of Supervisors. This provision shall not be construed so as to prevent Employee from making application for other positions.

Section 2: Term

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3, paragraph A and B, of this agreement, Employee is an "Employee at Will".
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the county, subject only to the provision set forth in Section 3, paragraph B of this agreement.

Section 3: Termination and Severance Pay

- A. In the event Employee is terminated by the Board of Supervisors during such time that Employee is willing and able to perform the duties of County Administrator, the County agrees to pay Employee a lump sum cash payment equal to One Hundred Fifty (150) days aggregate salary. Furthermore, Employer shall provide the Employee with thirty (30) days' notice of said termination, such 30-day notice period shall not be included in the 150-day salary period.

- B. In the event Employee voluntarily resigns his position with the County, Employee shall give the County sixty (60) days' notice in advance, unless a shorter notice is approved by the Board of Supervisors. The Employee will provide the Board of Supervisors six (6) months' notice of his intended retirement date. Employee will assist the Board of Supervisors in advertising and establishing interviews, for his replacement if the Board so requests. In the event of voluntary resignation, herein, no 150-day lump sum cash payment is required.

Section 4: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$150,000.00 payable in installments at the same time as other employees of the County are paid. In addition, the Employer agrees to increase the base salary and/or other benefits of Employee in such amounts and to such an extent as granted other employees for the purpose of general salary or benefits adjustments in each year of this agreement.

Section 5: Performance Review

The Employer may conduct evaluations of the Employee's performance as County Administrator on an annual basis. Such evaluations will be in writing in a format that is mutually agreeable to the parties and will be discussed with the Employee.

The Employer and Employee shall annually define such goals and objectives that they determine necessary for the proper operation of the County and in the attainment of the Board'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. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Employee shall be responsible for initiating this process.

Section 6: Hours of Work

It is recognized that Employee must devote a great deal of his time outside normal office hours to business of the County, and to that end, Employee will be allowed to accumulate up to thirty (30) days of compensatory time, on an hour for hour basis, and will be allowed to take time off as he shall deem appropriate during normal office hours. The Employee shall be compensated for accumulated compensatory time in the event he is terminated or resigns.

Section 7: General Expense

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said actual expenses, and the finance director is hereby authorized to disburse such funds upon the receipt of duly executed expense vouchers and receipts.

Section 8: Dues and Subscriptions

Employer agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the County. Employee will get Board appropriation before the time of expenditure.

Section 9: Professional Development

Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, and the Virginia Association of Counties and Virginia Local Government Managers meetings. Employee will get Board appropriation before the time of expenditure.

Section 10: Paid Time Off

As an inducement for him to become and remain as County Administrator, Employee will be awarded 166 hours of PTO initially and thereafter shall accrue at the same rate accorded to other County employees. Employee shall be entitled to compensation in the event he is terminated or resigns according to other County employees. PTO shall not accumulate in excess of days from calendar year to calendar year according to Chart A: Paid Time Off Schedule. Employee shall be compensated for any accumulated PTO in the event he is terminated or resigns in accordance with the same PTO leave policy approved by the Board of Supervisors on February 14, 2022.

Section 11: Life. Disability Insurance

The Employer agrees to pay one hundred percent (100%) of the life and dismemberment insurance for the Employee. The Employee does not require health insurance due to that benefit provided from his military service retirement.

Section 12: Retirement Plan

- A. The Employer agrees that the Employee will participate in the Virginia Retirement System as required by all full-time employees and shall receive the same benefits accorded other County employees with regard to the County's contribution towards the Employee's retirement account.

Section 13: Automobile

Employer agrees to provide the Employee with exclusive use of a motor vehicle to drive to and from his residence to work and for use in relation to the performance of his duties as County Administrator. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and reasonable replacement of said automobile.

Section 14: Other Terms and Conditions of Employment

The Board of Supervisors shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Code of Virginia, or any other federal law.

The Board of Supervisors agrees to allow the employee to enter into an agreement with his predecessor to provide consulting services on an as needed basis to assist with his transition as County Administrator.

The Board of Supervisors agree to pay fifty percent (50%) of reasonable moving expenses from the Employee's home in Farrell, Pennsylvania to Westmoreland County, Virginia.

The Board of Supervisors agree to provide the County Administrator with a cellphone for conducting public business and a laptop computer or Ipad depending on the preference of the Employee.

Section 15: Bonding

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

Section 16: No Reduction of Benefits

Employer shall not, at any time during the term of this agreement, reduce the salary, compensation or other financial benefits of the Employee.

Section 17: General Provisions

- A. The text herein shall constitute the entire agreement between parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective December 4, 2023 and shall expire on December 4, 2027, unless the parties exercise the options in Section 3 of this agreement. The Employee will work with the incumbent County Administrator for the month of December 2023 and shall assume the position of County Administrator on January 1, 2024.
- D. If any provisions, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or 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.
- E. The Employer agrees to provide the Employee one hundred twenty (120) days' notice in writing prior to the expiration of this agreement with regard to the renewal of this contract.
- F. This document shall be governed by the laws of the State of Virginia.

IN WITNESS WHEREOF, the County of Westmoreland has caused this agreement to be duly signed and executed in its behalf by its Chairman, and duly attested and the Employee has signed and executed the agreement, both in duplicate, the day and year first above written.

Darryl E. Fisher

Chairman, Board of Supervisors

W. Benjamin Prescott, Employee
County Administrator

APPROVED AS TO FORM

Richard H. Stuart, P.C.,
County Attorney

**** END OF DOCUMENT****

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion by Woody Hynson and second by Dorothy Dickerson Tate and carried unanimously, the Board adjourned the meeting at approximately 9:15 a.m. The Board's next regular meeting will be held on Monday, November 13, 2023 at 6:00 p.m. The meeting will be held in the public meeting room at the front entrance of the George D. English, Sr. Memorial Building.

Chairman, *Darryl E. Fisher*