

**APPROVAL OF EMPLOYMENT AGREEMENT FOR THE
COUNTY ADMINISTRATOR**

In 2010 the Board entered into an employment agreement with Mr. Ashcraft setting out his terms of employment with Prince George County. The Board has requested that the 2010 contract be revised to reflect the current desires of the Board and to insure that the contract includes their expectations for the County Administrator.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of September, 2017:

Present:

William A. Robertson, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Alan R. Carmichael
Hugh G. Mumford
T. J. Webb

Vote:

A-4

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION OFFICIALLY APPROVING THE NEGOTIATED
EMPLOYMENT CONTRACT WITH THE COUNTY ADMINISTRATOR

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 8th day of February, 2011, does hereby officially approve the negotiated contract with the County Administrator and authorizes the Chairman to execute the contract.

A Copy Teste:

Percy C. Ashcraft
County Administrator

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 12th day of September, 2017, by and between the BOARD OF SUPERVISORS OF PRINCE GEORGE COUNTY (“Board”), the governing body of a political subdivision of the Commonwealth of Virginia and PERCY C. ASHCRAFT (“Ashcraft”), both of whom agree as follows:

WHEREAS, § 15.2-1540 Code of Virginia and § 2-291 The Code of the County of Prince George, Virginia authorize the Board to appoint and supervise a chief administrative officer for the County of Prince George (“County”), to be designated as the County Administrator and to serve at the pleasure of the Board; and

WHEREAS, the Board has determined that Ashcraft has the education, training and experience in local government management that is necessary for him to perform the tasks required of a County Administrator, as described in Va. Code § 15.2-1541 and The Code of the County of Prince George, Virginia § 2.292; and

WHEREAS, Ashcraft has served as County Administrator since March 14, 2011 and both Ashcraft and the Board desire to modify the terms of the existing employment agreement dated February 10, 2011 to reflect current expectations and to better serve the needs of the County; and

WHEREAS under state law the Board may enter into an employment agreement with the County Administrator defining terms of employment;

Now, therefore, the Board and Ashcraft hereby agree as follows:

Section 1: Employment of County Administrator

The Board hereby retains Ashcraft to serve as County Administrator of Prince George County. Ashcraft shall be responsible for performing all of the functions described in Va. Code § 15.2-1541 and The Code of the County of Prince George, Virginia § 2-292 and such other

tasks as the Board may direct the County Administrator to perform in accordance with the Board's authority as the governing body of Prince George County, Virginia. Ashcraft shall be a full-time employee and devote all of his professional effort in furtherance of the job of County Administrator.

Section 2: Effect of new employment agreement.

The execution of this Agreement by both parties shall supersede and void the prior Employment Agreement and such Agreement shall have no force or effect. Both parties waive any disputes or causes of action arising out of such employment agreement.

Section 3: Term The term of this Agreement shall commence on September 13, 2017. Thereafter, Ashcraft shall serve as County Administrator for an indefinite term at the pleasure of the Board.

Section 34 Compensation

The Board agrees to pay Ashcraft an annual salary of \$159,266.87 beginning on September 13, 2017. Thereafter, the salary will be adjusted, either up or down, in accordance with any general County salary adjustment. Ashcraft shall be paid in the same fashion as other employees of the County. During the term of his employment, Ashcraft shall receive the benefit of use of a County-maintained vehicle, "cost-free" for his County-related responsibilities as County Administrator and for incidental personal use. Ashcraft will be provided "cost-free" gasoline from the County's fuel station and "cost-free" maintenance on the vehicle by the County garage.

Section 5: Benefits

- a. Ashcraft shall be eligible to participate in the County's health care benefit in the same fashion as other County employees. Ashcraft will be enrolled as a full-time

employee in the Virginia Retirement System with the County paying his contribution in the same fashion as other employees. Ashcraft may participate in the County's deferred compensation program with NACO or VALIC in accordance with the terms of that program. The County will provide liability coverage for the County Administrator through the Risk Management Plan.

- b. Ashcraft shall accrue sick and vacation leave in the same fashion as other employees of the County, and he shall delete from his leave balance the 15 days of vacation leave granted to him by the Board at the time he began his service as County Administrator.
- c. The Board agrees to pay reasonable amounts for professional dues and subscriptions for participation in national, regional, state and local organizations necessary for professional growth and advancement, subject to appropriation in accordance with the annual budget.

Section 6: Performance Review

The Board will review Ashcraft's performance and provide an evaluation of his performance no less than annually using a process that best serves the needs of the members of the Board.

Section 7: Residency Requirement

Ashcraft shall establish and maintain a residence as his principle domicile in Prince George County in a manner sufficient to allow him to vote in Prince George County and to establish situs for personal property taxation in Prince George County.

Section 8: Termination

- a. This agreement is terminable at will by the Board with or without notice and with or without cause.
- b. If Ashcraft's employment is terminated for cause, he shall not be eligible for any additional compensation other than the salary, sick leave and vacation leave owed him at the time of termination in accordance with the County's Personnel Policy Manual. "Cause" is defined as any reason related to conduct that reasonably could be perceived to be detrimental to the County or Board.
- c. If this Agreement is terminated for any reason other than cause, the Board will pay Ashcraft seven (7) months of his salary plus unused vacation leave and sick leave in accordance with the County's *Personnel Policy Manual*. Provided, however that on September 13, 2018, Ashcraft shall be eligible for eight (8) month's salary under this section and that on September 13, 2019, Ashcraft shall be eligible for nine (9) month's salary under this section.

Except to the extent modified in this Agreement, any other terms of Ashcraft's employment shall be governed by the Prince George County's Policies and such other rules and regulations of employment that apply to employees of the County.

Section 9: General Provisions

- a. This Agreement establishes the entire understanding between the Board and Ashcraft relating to Ashcraft's employment. The parties by written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

- b. This Agreement shall be binding on future Boards and Ashcraft as well as on his heirs, assigns, executors, and personal representatives.
- c. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, by a competent court, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to such holding.
- d. Any legal action brought as a result of this Agreement shall be brought in the Circuit Court of Prince George County, Virginia, and in no other venue.

IN WITNESS WHEREOF, the County has caused this employment agreement to be signed and executed on its behalf by the Chairman and Ashcraft has signed and executed this contract as of the date first written above signifying his acceptance of employment as County Administrator and acceptance of the terms and conditions contained in this Agreement.

COUNTY OF PRINCE GEORGE, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____
WILLIAM A. ROBERTSON, Chairman
Board of Supervisors

APPROVED AS TO FORM:

Steven L. Micas
County Attorney

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing employment contract was acknowledged before me this ____ day of September, 2017, by William A. Robertson, Chairman of the Board of Supervisors for the County of Prince George, Virginia.

My commission expires:

Registration Number:

Notary Public

COUNTY ADMINISTRATOR^f

PERCY C. ASHCRAFT (SEAL)

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing employment contract was acknowledged before me this ____ day of September, 2017, by PERCY C. ASHCRAFT.

My commission expires:

Registration Number:

Notary Public