

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and dated this 12th day of April, 2021 by and between the Town of Rocky Mount, a municipal corporation of the Commonwealth of Virginia, hereinafter called the "Town", and Robert J. Wood, hereinafter called the "Manager".

### **WITNESSETH:**

WHEREAS, § 15.2-1540 of the Code of Virginia authorizes the Town Council to appoint and supervise a chief administrative officer for the Town of Rocky Mount, to be designated the Town Manager and to serve at the pleasure of the Town Council, and,

WHEREAS, the Town desires to employ the services of Robert J. Wood as the Town Manager of the Town of Rocky Mount, as provided by Article 4 of the Town Charter; and,

WHEREAS, Robert J. Wood desires to be employed as the Town Manager of Rocky Mount, Virginia;

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

### **SECTION I DUTIES**

The Town hereby agrees to employ Robert J. Wood as the Town Manager of Rocky Mount, Virginia to perform the functions and duties specified in § 15.2-1541 of the Code of Virginia, Article 4 of the Town Charter and in Chapter 2 of the Town Code, or as specified by adopted resolution or policy, and to perform such other legally permissible and proper duties and functions as the Town Council shall from time-to-time assign.

## **SECTION II TERM**

- A. The Manager agrees to remain in the exclusive employ of the Town until this Agreement is terminated as provided herein. The term "employed" shall not be construed to preclude occasional teaching, writing, or consulting service performed on the Manager's own time.
- B. As provided in §15.2-1503 of the Code of Virginia, the Manager's employment shall be without a definite term and shall continue until terminated as provided in this Agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Town Manager at any time, subject only to the provisions set forth in Section III, paragraphs A and B, of this agreement.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from his position with the Town, subject only to the provision set forth in Section III, paragraph C, of this agreement.

## **SECTION III NOTICE AND SEVERANCE**

- A. Beginning May 1, 2021, if the Manager is terminated by the Town Council during such time that the Manager is willing and able to perform the duties of the Manager, then in that event the Town agrees to pay the Manager six (6) months of the then current salary in a lump sum, subject to tax withholdings, within thirty (30) days of the date of termination and to continue applicable benefits as if he were still an employee, excluding VRS, but including health benefits, for a period of six (6) months by acceptance of which the Manager shall constitute a full and final release of the Town of all claims of any kind for salaries, money and damages. Provided, however, that in the event the Manager is terminated because of the commission of an act involving moral turpitude, malfeasance or dishonesty, then, in that event, the Town shall have no obligation to award the severance payment and benefits designated in this paragraph.
- B. In the event the Town at any time during the employment term (1) reduces the salary or other financial benefits of the Manager in a greater percentage than an applicable across-the-board reduction for all Town employees; (2) refuses, following written notice, to comply with any other provision benefiting the Manager herein; or (3) induces the Manager's resignation by suggesting, whether formally or informally, that he resign then, in that event, the Manager may at his option, be deemed to be "terminated" as of the date of such reduction, refusal, or suggestion within the meaning and context of the aforesaid severance provisions. If the Town, citizens, or legislature acts to amend any provisions of the Town Charter or Code of Virginia pertaining to the role, powers,

duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager must have the right to declare that such amendments constitute termination.

- C. In the event the Manager voluntarily resigns his position with the Town before expiration of the aforesaid term of employment, then the Manager shall give the Town thirty (30) days' notice in advance, and shall forfeit the pay and benefits provided for in Section III, paragraph A. The thirty (30) day notice may be waived by Town Council.

#### **SECTION IV SALARY**

The Town agrees to pay the Manager for his services for the period of employment beginning May 1, 2021 at the rate of \$140,000.00 annually, payable in installments at the same time as other employees of the Town. Thereafter, unless the Town Council indicates otherwise, pay adjustments shall be governed by the same pay increase conditions as all other Town employees. This agreement must be automatically amended to reflect any salary adjustments that are provided or required by the Town's compensation policies. The Town agrees to increase the compensation each year by at least the average across the board increase (step, cost of living, etc.) granted to other employees of the Town.

#### **SECTION V HOURS OF WORK**

It is recognized that the Manager must devote a great deal of time more than normal office hours to the business of the Town, and in such instances the Manager will be allowed to take reasonable compensatory time off as he/she shall deem appropriate during ensuing normal office hours.

Any on-going, formal commitment to teach classes, beyond occasional invitations to be a guest speaker, or to provide outside consulting requires the prior approval of the Town Council.

#### **SECTION VI PERFORMANCE REVIEW**

The parties agree the Manager shall be evaluated in person by the Town Council on an annual basis subject to a process, form, criteria, and format for the evaluation which must be mutually agreed upon by the Town and Manager with the evaluation process beginning in the month of May of each year and that the Town Council shall therein review the Manager's performance of the preceding year and establish performance goals and objectives for the ensuing year.

Unless the Manager expressly requests otherwise in writing, the evaluation of the Manager must at all times be conducted in closed session of the Town Council and must be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Town or Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

In the event the Town deems the evaluation instrument, format and/or procedure is to be modified by the Town and such modifications would require new or different performance expectations, then the Manager must be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **SECTION VII PAID TIME OFF**

The Town agrees that the Manager shall receive a bank of one hundred and four (104) hours of paid time off, and thereafter shall continue to accrue paid time off at a rate of eight (8) hours per pay period; the accrual, use and pay-out of paid time off to be governed by the Town's policy on employees' paid time off.

## **SECTION VIII OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The Town Council, upon agreement with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town Charter, Code, or any other law.
- B. All provisions of the Town Charter and Code, and policies and procedures of the Town relating to paid time off, insurance, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Manager as they would to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Manager as herein provided.
- C. During the term of this agreement the Town shall compensate the Manager for the use of his personal vehicle for travel on Town business purposes at an annual sum of \$6,000.00. The annual car allowance may be revised from time to time by mutual agreement of the Manager and the Town. Said sum to be payable in installments in accordance with the Town's regular pay cycle. In addition, the Town will make a town-owned vehicle available for the Manager's use on business trips with a destination more than fifty (50) miles from Town.
- D. During the term of this agreement the Town shall pay the Manager an annual benefits supplement in the amount of \$5,000.00 to be used by the Manager for such things as

deferred compensation, disability insurance, etc. or for any other purpose the Manager deems appropriate and that is consistent with applicable law and regulations. Said sum to be payable in installments in accordance with the Town's regular pay cycle.

- E. The Town will pay the Manager professional dues and subscriptions related to membership in professional organizations including, but not limited to the International City-County Management Association (ICMA) and the Virginia Local Government Management Association (VLGMA), his expenses for attending professional meetings, institutes, and/or professional development and leadership programs, including but not limited to annual conferences, regional conferences, and other meetings of the ICMA, VLGMA, and Virginia Municipal League, and will reimburse the Manager for out-of-pocket expenses incurred in the performance of his duties as Manager in accordance with Town policies.
- F. The Town shall furnish the Manager appropriate equipment, such as a tablet, laptop computer and office desk computer for electronic telecommunications, email, word processing and other typical uses of such equipment, for use in his duties and incidental personal use. The Town shall also provide for the periodic update and replacement of such equipment. The Town will provide a stipend of \$65.00 a month for cellular telephone use and will compensate for any expenses that may result from Town business.
- G. The Manager shall maintain his residence within the boundaries of the Town and is granted until May 1, 2022 to become a resident of Rocky Mount. The Town Council may grant an extension to this deadline.
- H. The Town will pay reasonable expenses, up to an amount of \$7,500.00, for the Manager's relocation expenses, including but not limited to packing, moving, storage costs, unpacking, and insurance charges, lodging and meal expenses for his family en route from Austin to Rocky Mount, mileage costs for moving personal automobiles (at the current IRS standard mileage rate for business use), interim/temporary housing, roundtrip air fares for Manager and his family at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Manager must be reimbursed for actual lodging and meal expenses incurred by the Manager or his family members on any trips conducted prior to relocation, as detailed herein. The Manager will be reimbursed for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement. The Manager shall, if practical, secure three quotes for moving services.

## **SECTION IX INDEMNIFICATION**

- A. To the maximum extent permitted by law, the Town will defend, save harmless and indemnify the Manager 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 the Manager's duties as Town Manager, even if said claim is brought/filed following the Manager's separation from employment, provided that at the time of the alleged act or omission the Manager was then acting within the scope of his/her duties. Under these circumstances only, the Town (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Manager.

- B. In connection with those claims or suits involving the Manager in his/her professional capacity, the Town must defend the Manager and/or must retain and pay for an attorney to represent the Manager (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.
- C. This Section survives the termination of this Agreement.

## **SECTION X BONDING**

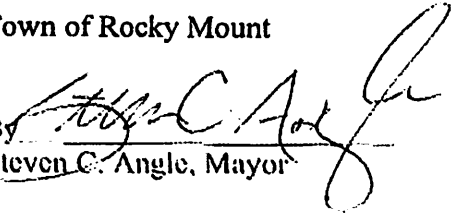
The Town will bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

## **SECTION XI GENERAL PROVISIONS**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. This agreement shall become effective upon approval of the Town Council and the execution by both parties.
- D. If any provision, 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. This agreement shall be governed by the laws of the Commonwealth of Virginia.

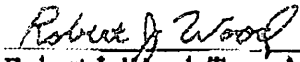
IN WITNESS WHEREOF, the Town of Rocky Mount has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its Acting Town Clerk, and the Manager has signed and executed this agreement, both in duplicate, as of the day of year first above written.

Town of Rocky Mount

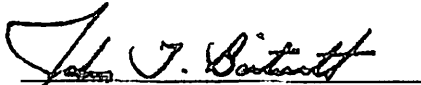
By   
Steven C. Angle, Mayor

ATTEST:

  
Acting Town Clerk

  
Robert J. Wood, Town Manager

Approved as to Form:

  
Town Attorney