

April 21, 2020
Business Meeting

**Pittsylvania County Board of Supervisors
Business Meeting
April 21, 2020**

VIRGINIA: The Business Meeting of the Pittsylvania County Board of Supervisors was held on April 21, 2020, in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Chairman, Chatham Blairs District, Robert "Bob" W. Warren, called the Meeting to Order at 7:00 PM. The following Members were present:

CALL TO ORDER (7:00 PM)

Attendee Name	Title	Status	Arrived
Robert W. "Bob" Warren	Chairman - Chatham Blairs District	Present	6:29 PM
Ronald S. Scearce	Vice-Chairman - Westover District	Present	6:30 PM
Joe B. Davis	Supervisor - Dan River District	Present	6:30 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	6:31 PM
Ben L. Farmer	Supervisor - Callands-Gretna District	Present	6:30 PM
William "Vic" Ingram	Supervisor - Tunstall District	Present	6:33 PM
Charles H. Miller	Supervisor - Banister District	Present	6:30 PM

AGENDA ITEMS TO BE ADDED

Motion to add the following items to the Consent Agenda:

1. Add revised Resolution #2020-04-04 (Annual Leave Maximum Carryover Approval);
2. Add EMS Job descriptions approval as item 7(u); and
3. Delete item 7(w).

Items to add from Matters from Closed Session:

1. 14(a) Project TEN Local Performance Agreement Approval;
2. 14(b) Reassessment Services;
3. 14(c) Approval of County Administrators Employment Agreement; and
4. 14(d) Approval of County Attorneys Employment Agreement.

Item to add as Closed Session:

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)
Subject Matter: Personnel Complaint Letter
Purpose: Consultation with Legal Counsel/Provision of Legal Advice

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

APPROVAL OF AGENDA

Motion to Approve the Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

CONSENT AGENDA

Motion to approve Consent Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

- a. Minutes Approval (Staff Contact: Kaylyn M. McCluster)
- b. Proclamation: National Service Recognition Day (Staff Contact: Kaylyn M. McCluster)
- c. Proclamation: National Law Day (Staff Contact: Kaylyn M. McCluster)
- d. Proclamation: National Teacher Appreciation Week (Staff Contact: Kaylyn M. McCluster)
- e. Proclamation: National Police Week (Staff Contact: Kaylyn M. McCluster)
- f. Proclamation: Foster Care Awareness Month (Staff Contact: Kaylyn M. McCluster)
- g. Jefferson Subdivision Vacation Authorization (Staff Contact: Karen N. Hayes)
- h. Resolution # 2020-04-03: Mount Hermon Fire and Rescue Tax-Exempt Financing Utilization Approval (Staff Contact: Christopher C. Slemp)
- i. Proclamation: National Public Safety Telecommunicators Week (Staff Contact: Kaylyn M. McCluster)
- j. DRT Contract Amendment Approval (Staff Contact: Christopher C. Slemp)
- k. Fire and Rescue Commission Resolution #2020-04-01 Approval Ratification and County Administrator Authorization to Offer Conditional Employment to Selected DRT Employees for Potential Future County EMS Employment (Staff Contact: Christopher C. Slemp)
- l. Intent to Abandon VDOT Right-of-Way at Old Blairs Middle School Declaration (Staff Contact: Richard N. Hicks)

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- m. Altavista/Hurt Waste Hauling Commercial Hauler Contract Approval (Staff Contact: Richard N. Hicks)
- n. Contract Execution Approvals for: (1) Financial Advisory Services; (2) Auditing Services (Staff Contact: Connie M. Gibson)
- o. Generator Preventive Maintenance and Repairs (Staff Contact: Connie M. Gibson)
- p. Authorization to Sell Rescue 1 Vehicle (Staff Contact: Christopher C. Slempp)
- q. Solid Waste Enterprise Fund Appropriation (Requires 10-day Holdover); (Staff Contact: Kimberly G. Van Der Hyde)
- r. Budget Amendments: (1) WIA Grant and (2) Awards and Certificates Carry Over Funds (Staff Contact: Kimberly G. Van Der Hyde)
- s. Resolution # 2020-04-04: Annual Leave Maximum Carryover Extension Approval (Staff Contact: Holly E. Stanfield)
- t. Sheriff Medical Billing Compliance Analyst Job Description Approval (Staff Contact: Holly E. Stanfield)
- u. Proclamation: National Animal Control Appreciation Week (Staff Contact: James P. McLaughlin)
- v. EMS Job Description Approval (Staff Contact: Christopher C. Slempp)

ITEMS REMOVED FROM CONSENT AGENDA

- w. BB&T Repayment Authorization (Staff Contact: Robin Goard)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scarce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

PRESENTATIONS

None.

HEARING OF THE CITIZENS

Alan Casper, Callands-Gretna District, represented Gretna Fire and Rescue. He spoke in his capacity as Deputy Chief, Gretna Fire and Rescue, and spoke on the disservice being done to his Department. He stated Gretna was answering only answering 31% of their calls. On July 1, 2019, a merger with Gretna Rescue occurred, and increased their call coverage to 90% to rescue and 100% on fire. Chad Hogan, Callands-Gretna District, spoke on behalf of Gretna Fire and Rescue and stated his concern of lack of communication and the lack of funding. He requested clear communication between all for Fire and EMS. Benjamin Meeks, Callands-Gretna District, spoke on behalf of Gretna Fire and Rescue stating that they are the busiest Fire and Rescue agency in the County. He also stated his concerns for the needs of Fire and Rescue and wants all agencies to be

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treated fairly.

Mr. Warren thanked the Fire and Rescue volunteers for their service, but also stated that he wanted to correct a statement regarding the funds being frozen for Capital needs. That is a rumor and things will be discussed at the coming Finance Committee Meetings regarding the impacts of COVID-19 and funds coming from the State level.

Scottie Adams, Callands-Gretna District, spoke on behalf of Cool Branch Fire and requested to be on Consent for Tax Relief. He stated they need to have the approval tonight for the money to be approved for their truck that has already been approved at the bank.

PUBLIC HEARINGS

Rezoning Public Hearings

Case 1: Public Hearing: Rezoning Case R-20-005; Ricky and Debra Dillion; Chatham-Blairs Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Chairman Warren)

Mr. Warren opened the Public Hearing at 7:41 PM. No one signed up to speak. Mr. Dillon was present to represent the Petition. Mr. Warren closed the Public Hearing at 7:41 PM.

Motion to rezone .603 of an acre from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to combine with their adjacent parcel of land zoned A-1).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Case 2: Public Hearing: Rezoning Case R-20-006; RE Blue Ridge, LLC; Banister, Callands-Gretna & Tunstall Election Districts, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Supervisors Warren, Miller, and Ingram)

Mr. Warren opened the Public Hearing at 7:44 PM. Adam Peterson was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:44 PM.

Motion to rezone a total of 132.56 acres, eight (8) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for a solar energy facility, which will also require a Special Use Permit*).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor - Callands-Gretna District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

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Case 3: Public Hearing: Rezoning Case R-20-007; Amos Wilson; Tunstall Election District; A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (Contact: Supervisor Ingram)

Mr. Warren opened the Public Hearing at 7:46 PM. Mr. Wilson was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:46 PM.

Motion to rezone .398 of an acre from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (*to be combined with his adjacent parcel of land zoned R-1*).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William "Vic" Ingram, Supervisor - Tunstall District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Case 4: Public Hearing: Rezoning Case R-20-008; Ralph & Dolores Rosenbaum, Staunton River Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Dudley)

Mr. Warren opened the Public Hearing at 7:47 PM. Mr. Rosenbaum was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:47 PM.

Motion to rezone a total of 15.01 acres, three (3) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for agricultural uses*).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Timothy W. Dudley, Supervisor - Staunton River District
SECONDER:	Ben L. Farmer, Supervisor - Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Case 5: Public Hearing: Rezoning Case R-20-009; Kimberly Wade; Staunton River Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Dudley)

Mr. Warren opened the Public Hearing at 7:49 PM. Ms. Wade was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:49 PM.

Motion to rezone a total of 10.09 acres, two (2) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for agricultural uses*).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Timothy W. Dudley, Supervisor - Staunton River District
SECONDER:	Ben L. Farmer, Supervisor - Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Case 6: Public Hearing: Rezoning Case R-20-010; Douglas Rogers; Staunton River Election District; R-1, Residential Suburban Subdivision District; to A-1, Agricultural District (Contact: Supervisor Dudley)

Mr. Warren opened the Public Hearing at 7:52 PM. Mr. Rogers was present to represent the Petition. Mr. Rogers stated that the zoning office was very helpful and professional while helping him through this process. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:52 PM.

Motion to rezone a total of 82.96 acres, twelve (12) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (for agricultural uses).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Timothy W. Dudley, Supervisor - Staunton River District
SECONDER:	Ben L. Farmer, Supervisor - Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Other Public Hearings

1. Public Hearing: Revisions to PCC § 35-50 (Staff Contact: J. Vaden Hunt, Esq.)

Pittsylvania County Code (“PCC”) § 35-50, currently provides exemptions to the County’s Zoning Ordinance for various structures and uses. The proposed revision to PCC § 35- 50, seeks to add the following additional exemption: “5. Interstate natural gas transmission pipelines, compressor stations, metering stations, and related facilities certified by the Federal Energy Regulatory Commission under the Natural Gas Act.” This exemption affects related industries that have previously complied with an intensive and comprehensive federal vetting, notice, public comment, and review process. This proposed PCC revision has been duly and legally advertised and noticed.

Mr. Warren opened the Public Hearing at 7:55 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:55 PM.

Motion to approve the revision to Pittsylvania County Code § 35-50 as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

2. Public Hearing: Disposition of Publicly Owned Property/Building to PCCA (Staff Contact: Richard N. Hicks)

At the Board's March Business Meeting, County Staff made the Board aware of a significant plumbing issue at the County-owned building at 348 North Main Street, Chatham, Virginia 24531 ("Property"). The Property is currently being leased by the Pittsylvania County Community Action, Inc. ("PCCA"). For your reference and review, a copy of the current Lease is attached. The Board instructed County Staff to schedule a Public Hearing at its April Business Meeting to consider the transfer of ownership of the Property to the PCCA. The Property being considered includes the following: two (2) parcels consisting of the building and land (GPIN #'s 2426-04-8699 and 2426-04-9763). In accordance with Virginia Code § 15.2-1800(B), the Public Hearing has been duly and legally advertised.

Mr. Warren opened the Public Hearing at 7:57 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:57 PM.

Motion to transfer ownership of the Property as presented to the PCCA and authorize the County Attorney to prepare all necessary legal transfer documents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

APPOINTMENTS

None.

MATTERS FROM WORK SESSION (IF ANY)

- a. Project TEN Local Performance Agreement Approval**

Mr. Warren announced that Ennis Inc will be expanding and will have 15 new jobs in the County.

Motion to approve the Ennis Local Performance Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

b. Reassessment Services

Motion to authorize County Staff to begin negotiations with the County's reassessment services with Brightmind's LLC., and if successful during said negotiations, to execute a contract, related thereto up to \$1M.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

c. Approval of County Administrator's Employment Agreement

Motion to approve the County Administrator's Employment Agreement as presented.

RESULT:	APPROVED [6 TO 0]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Ingram, Miller
ABSTAIN:	Farmer

d. Approval of County Attorney's Employment Agreement

Motion to approve the County Attorney's Employment Agreement as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

BOARD MEMBER REPORTS

Mr. Dudley stated they started a feeding program for the children in Hurt. He introduced Gary Hodnett, Town of Hurt Mayor, and Shirley Barksdale-Hill, Vice-Mayor. Mr. Ingram stated that he has been on the Danville-Pittsylvania Cancer Board and Brynlee Stevenson is a survivor and they are holding a drive-by parade tomorrow for her birthday. He also thanked and acknowledged telecommunicators for their hard work and dedication as the true first responders. He also thanked the Fire and Rescue volunteers. Mr. Farmer stated all four (4) speakers during the Hearing of the Citizens were from his District. He spoke with all gentleman before the meeting and also spoke with Mr. Slep regarding development of a formula to fairly distribute the Fire and Rescue money. Mr. Warren thanked the Sheriff his hard work and the program he is doing to care for the elderly

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within the County. He also thanked County Staff for their continued work during the COVID-19 Pandemic.

COUNTY ADMINISTRATOR REPORTS

Mr. Smitherman stated employees are working from home and taking a lot of appointments by phone. He has plans to begin working with the Executive Team on Thursday for four (4) hours to determine what happens after COVID-19. Sunday closures at Convenience Centers is to allow catch-up time for employees, and they anticipate the trash load will probably slow down after Spring cleaning is done.

CLOSED SESSION

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)
- Subject Matter: Personnel Complaint Letter
- Purpose: Consultation with Legal Counsel/Provision of Legal Advice

Motion to enter Closed Session. The Board entered Closed Session at 8:25 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

The Board returned to Open Session at 9:55 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors (the “Board”) on April 21, 2020, the Board hereby certifies by a recorded vote that to the best of each Board Member’s knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (the “Act”) and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Joe B. Davis	Yes
Timothy W. Dudley	Yes
Ben L. Farmer	Yes
William “Vic” Ingram	Yes
Charles H. Miller, Jr.	Yes
Ronald S. Scearce	Yes
Robert W. “Bob” Warren	Yes

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ADJOURNMENT

Mr. Warren adjourned the Meeting at 9:56 PM.

COUNTY OF PITTSYLVANIA, VIRGINIA
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), effective the 1st day of January, 2020, by and between the Pittsylvania County Board of Supervisors (the "Board of Supervisors"), a political subdivision of the Commonwealth of Virginia, party of the first part, and David M. Smitherman ("Employee"), party of the second part, collectively the "parties," both of whom understand as follows:

WITNESSETH

WHEREAS, the Board of Supervisors desires to appoint Employee as County Administrator and Clerk of the Board of Supervisors, pursuant and subject to Sections 15.2-1538, 15.2-1539, 15.2-1540, 15.2-1541, and 15.2-1543 of the Code of Virginia, 1950, as amended; 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 said Employee; and

WHEREAS, it is the desire of the Board of Supervisors to (1) secure and retain services of the 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 fully to discharge his duties due to age, disability, malfeasance, or other instances, or when the Board of Supervisors may desire to otherwise terminate his employment; and

WHEREAS, Employee desires to accept the appointment as County Administrator of Pittsylvania County, Virginia (the "County"); and

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

SECTION 1. DUTIES

The Board of Supervisors hereby appoints Employee as County Administrator and Clerk of the Board of Supervisors to perform the functions and duties specified in Sections 15.2-1538, 15.2-1539, 15.2-1540, 15.2-1541, and 15.2-1543 of the Code of Virginia, 1950, as amended, and to perform such other legally permissible and proper duties and functions as the Board of Supervisors shall from time-to-time assign, including service as the sole authority for personnel matters under the County Personnel Policy. Employee agrees to faithfully adhere to the duty of care, serving a and obedience required of an officer of the County. Employee shall not engage in any activity that is, or would create the appearance of a conflict of interest. The Employee acknowledges that he is an appointee of the Board of Supervisors and shall report solely and directly to the Board of Supervisors, and has no grievance rights.

SECTION 2. TERMINATION AND RESIGNATION

A. The obligations under this Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2024 (the "Termination Date"). This Agreement will automatically renew for an

additional twelve (12) month period, unless Employee is notified of intent to terminate at least ninety (90) days prior to Termination Date. In addition, all duties and obligations of the parties shall terminate pursuant to the provisions of Section 2, Paragraphs B, C, and D.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3(A) and 3 (B) of this Agreement.

C. 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 and/or Board of Supervisors, subject only to the provision set forth in Section 3(D) of this Agreement.

D. Upon mutual agreement by the Board of Supervisors and Employee, this Agreement may be extended.

SECTION 3. SEVERANCE PROVISIONS

A. In the event Employee is involuntarily terminated by the Board of Supervisors pursuant to the provisions of Sections 2(B) or 3(B), for any reason during the Agreement's term(s), and during such time that Employee is willing and able to perform the duties of County Administrator, then in that event the County and/or the Board of Supervisors agrees to pay Employee a lump sum cash payment equal to six (6) months' base salary and benefits at current aggregate salary. ~~The severance payment shall be equal to nine (9) month's base salary and benefits at current aggregate salary upon the Employee's five-year anniversary of employment with County.~~

B. In the event the Employee is terminated because of his conviction of any felony or other crime/malfeasance involving moral turpitude, then, in that event, the County and/or Board of Supervisors shall have no obligation to pay the aggregate/severance sum designated in this Paragraph.

C. In the event the County and/or Board of Supervisors, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all County employees, or in the event the County and/or Board of Supervisors refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal suggestion by the Board of Supervisors that he resign, then, in that event, the Employee may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision. The County and/or Board of Supervisors, by act of executing this Agreement, authorizes payment of said severance pay upon request by the Employee in accordance and subject to Paragraph 3(A) or (B) above, and hereby authorizes a check to be drawn upon the County's General Fund, County Administrator Department, of the then current County appropriation, and also orders the County Treasurer to issue said check.

D. In the event Employee voluntarily resigns his position with the County, then Employee shall give the County sixty (60) days' notice in advance. No severance payment, as described in Section 3(A), shall be made in this event.

SECTION 4. SALARY

- A. The Board of Supervisors and/or County agrees to compensate Employee for services rendered pursuant hereto an annualized base salary \$5,000 greater than employee's salary as of December 31, 2019.
- B. The parties hereto agree that the Employee's annualized salary shall be increased by the same percentage as approved by the Board of Supervisors for other County employees as a whole. The annual base salary may be increased by Board of Supervisors following an above-average performance evaluation throughout the Agreement's term.
- C. Employee salaries are payable in semi-monthly installments.
- D. The Board of Supervisors shall provide on-going job performance evaluations, at a minimum of once per Term as provided for herein, on or before December 1st of each year. The Board of Supervisors shall use the performance evaluation as a basis to determine whether the Employee receives an annual base salary increase less than the maximum performance-based increase available to all Employees. The evaluation will be based upon annual goals and objectives identified by the Employer and the Employee. The goals and objectives shall be oriented toward the proper operation of the County and toward the attainment of the Board's policy objectives. The goals and objectives and their relative priority shall be established and memorialized in writing and shall be general attainable within the specified time limitations, as specified by the annual operating and capital budgets and the appropriations provided. The evaluation process should include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results, which summary should be completed and delivered to the Employee within thirty (30) days of the evaluation.

SECTION 5. HOURS OF WORK

- A. Normal office hours are considered to be 8:00 a.m. - 5:00 p.m., Monday through Friday.
- B. It is recognized that Employee must devote a great deal of his time outside normal office hours to business of the County. The Employee is expected to devote whatever time is reasonably necessary to the business of the County including hours outside normal office hours. The Employee recognizes he is not to receive any additional compensation for hours worked beyond forty (40) hours in a workweek or on weekends or holidays. Likewise, the Employer understands the need to rely upon the discretion and sound judgement of the Employee to determine how to balance the demands of work with the need or desire to be absent from work during normal office hours in order to attend to personal business, family matters or even recreational activities. Employee shall be reasonably available by phone and email during the normal office hours of the County, except when on vacation, sick leave, or when other reasonably good cause exists. The Chairman will be notified of personal time used and a contingency contact will be identified by Employee.

SECTION 6. GENERAL EXPENSES AND TRAVEL

- A. The Employee shall be entitled to reimbursement for such of his actual expenses, as are necessary and ordinarily incidental to his duties and travel on County business, upon receipt, statements, or personal affidavits subject to review and approval of the Board of Supervisors.

B. In addition, Employee shall have the use of a County vehicle at his discretion, for travel pursuant to his job as County Administrator and Emergency Services Coordinator, including to and from employee's residence and for such emergency calls, as well as other official County business as defined by the Internal Revenue Code. See IRS 2011-Publication 15-B.

SECTION 7. DUES AND SUBSCRIPTIONS

The Board of Supervisors and/or County agrees to budget and to pay the professional dues and subscriptions of Employee 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.

SECTION 8. PROFESSIONAL DEVELOPMENT

A. The Board of Supervisors and/or County hereby agrees to budget and to pay the 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 and other functions for County. National level conferences shall be permitted in accordance with budgetary means, without specific approval of the Board of Supervisors.

B. County also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the County.

SECTION 9. VACATION AND SICK LEAVE

Annually, at the anniversary of this Agreement, Employee shall be issued twenty (20) vacation days and twelve (12) sick days. ~~Vacation days issued shall increase to twenty-five (25) upon Employee's five-year anniversary of employment with County.~~ Upon issuance, said days shall be immediately usable by Employee. Vacation and sick day allotment shall be addressed at the Employee's annual evaluation conducted pursuant to Section 4(D) herein. At the Employee's termination of employment with the County, the Employee shall be reimbursed for accumulated vacation days, but not sick days.

SECTION 10. RETIREMENT AND HEALTH AND LIFE INSURANCE

A. The Board of Supervisors and/or County agrees to put into force and to make required premium payments for Employee for the Retirement Program and insurance policies for life and disability income benefits, through the Virginia Supplement Retirement System, as with any other employee of the County.

B. The Board of Supervisors and/or County agrees to provide hospitalization, surgical, and comprehensive medical insurance for Employee, and to pay a portion of the premiums thereon, equal to that which is provided to all other County employees, which meets the requirements of IRS Code Section 105(h), and to allow the Employee to participate in the County Dental Plan, as with all other County employees.

C. In addition to the annual salary paid to the Employee, the County will contribute five percent (5%) of the Employee's annual salary as deferred compensation to the retirement plan selected by the Employee upon Employee's five (5) year anniversary of employment with County.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Employee shall maintain permanent residency in Pittsylvania County, Virginia, while employed in said position.

B. 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 applicable law.

C. All provisions of the Code of Virginia, and regulations and rules of the County relating to vacation, military leave, and sick leave, 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 Employee as they would to any other employees of the County, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided.

D. Employee, at all times during which this Agreement is in force and effect, and all times he is serving as Pittsylvania County Administrator, shall not engage, actively participate, or seek employment outside of his employment as Pittsylvania County Administrator.

SECTION 12. EMPLOYMENT-AT-WILL

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject to the terms set forth in Section 3 above. The employment relationship shall be at-will and the Employee may be terminated for any reason, or no reason with or without notice or cause, subject to the terms set forth in Section 3.

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 Employer, subject only to the provisions set forth in this Agreement.

SECTION 13. 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 personal representatives of Employee.

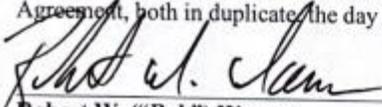
C. This Agreement shall become legally effective on January 1, 2020, and end December 31, 2024, unless the contract period is extended.

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 any portion thereof, shall not be affected, and shall remain in full legal force and effect.

E. This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. Any actions arising out of this Agreement, bonds or other obligations securing the obligations of this Agreement shall be filed and maintained solely and exclusively in the Circuit Court of the County of Pittsylvania, Virginia.

F. Employee agrees that Employer has advised Employee that Employee should seek an attorney to provide separate independent counsel and review of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Agreement to be signed and executed on its behalf by its Chairman, and duly attested by the Chairman of the Board of Supervisors' Personnel Committee, and the Employee has signed and executed this Agreement, both in duplicate, the day and year written below.

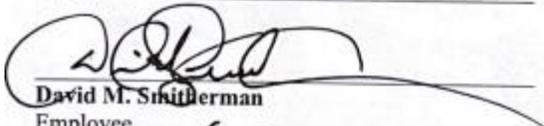


Robert W. ("Bob") Warren
Chairman, Pittsylvania County Board of Supervisors
Date: _____

ATTEST:

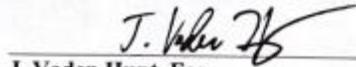


Joe B. Davis
Chairman, Personnel Committee of the Pittsylvania County Board of Supervisors
Date: _____



David M. Smitherman
Employee
Date: 04/21/20

APPROVED AS TO FORM:



J. Vaden Hunt, Esq.
Pittsylvania County Attorney
Date: 4/21/20

EMPLOYMENT AGREEMENT COUNTY ATTORNEY

THIS EMPLOYMENT AGREEMENT, hereinafter referred to as "Agreement," is made and entered into as of the 21st day of April, 2020, **effective retroactively on January 1, 2020**, by and between PITTSYLVANIA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia and a body politic, acting by and through its BOARD OF SUPERVISORS, hereinafter referred to as "the Board" or "Employer," pursuant to its authority under § 15.2-1542, Code of Virginia, 1950, as amended, and J. VADEN HUNT, ESQ., hereinafter referred to as "Employee," together referred to herein at times as the "Parties," in consideration of the mutual covenants and considerations herein contained, the sufficiency of which the Parties acknowledge.

The Employer agrees to continue to employ the Employee as County Attorney, effective immediately.

Employee agrees to accept employment as County Attorney and all of the associated rights, duties, and responsibilities. Such rights, duties, and responsibilities are set forth, in part, in the attached Job Description, as amended from time-to-time (Exhibit "A"); and shall also include other duties and tasks as assigned from time-to-time and/or such as are necessary to carry out his duties.

Section 1. Term and Employment-at-will

A. The term of employment shall be indefinite, and this Agreement shall continue in effect until severed pursuant to the terms specified herein or otherwise.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject to the terms set forth in Section 6 below. The employment relationship shall be at-will and the Employee may be terminated for any reason or no reason with or without notice or cause, also subject to the terms set forth in Section 6. The Employee acknowledges that he is an appointee of the Board, shall report directly to the Board, and with such status has no grievance rights.

C. 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 Employer, subject only to the provisions set forth in this Agreement.

Section 2. Compensation

A. The Employee shall receive a minimum annual base salary of **ONE HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00)** payable in installments on the same schedule and with the same required deductions for taxes, retirement contributions, insurance, and other employee benefits as apply to other full-time employees of the County.

B. Consideration shall be given on an annual basis to increase compensation and Employer agrees that Employee shall be eligible for a base salary increase each succeeding year of employment. Nothing herein shall limit the ability of the Employer to award monetary bonuses or salary augmentations at any time during the period of employment, either in the form of lump sum payments or on a schedule agreed upon by the Parties, consistent with federal and state law. Such increases, bonuses, or augmentations may be dependent upon the results of performance evaluations conducted under the provisions of Section 4 of this Agreement.

C. This Agreement shall be automatically amended to reflect any salary adjustments, in terms of increases or decreases that are provided by the Board to the Employee, to other noncontract County employees in general (*i.e.*, COLAs) and/or required by the Employer's general compensation policies.

D. Employee understands and agrees that he is an "exempt" employee under the provisions of the Fair Labor Standards Act and, as such, is not eligible for overtime pay and/or compensatory time or additional compensation.

Section 3. Duties; Assistance to Constitutional Officers; Retention of Outside Counsel

The Employee is expected to perform the following duties: (i) found in § 15.2-1542, Code of Virginia, 1950, as amended; (ii) described in the County Attorney's job description attached hereto as Exhibit "A," and (iii) any other legally and ethically permissible and proper duties or functions assigned by the Board of Supervisors. Employee agrees to faithfully adhere to the duty of care, loyalty, and obedience required of an officer of the County. The parties acknowledge that this Agreement does not include the rendering of legal service to the County's Department of Social Services in child custody proceedings or other matters, or representation of the County Treasurer's office in the collection of delinquent taxes, or representation of the County's Service Authority, School Board, or Board of Zoning Appeals, and that other counsel will be retained for those matters.

Regarding other matters involving the County's elected Constitutional Officers, the Parties recognize that those officers are not legally obligated to seek the advice of the County Attorney; however, the County Attorney may provide advice and representation to them when they require assistance, and the matter is one in which, in the County Attorney's opinion, the County has an interest that is not adverse to the interest of the Constitutional Officer.

Employer further acknowledges that litigation or other matters may arise from time-to-time that require special knowledge or skills or are of a size or scope beyond the ability of the County Attorney to handle without assistance. The Board agrees to consider requests from the County Attorney for the retention of outside counsel in such situations, and not to unreasonably withhold approval of such requests.

Section 4. Outside Employment and Conflict of Interests

Employee shall not engage in any activity that is a conflict of interests under the State and Local Conflict of Interests Act or the rules of the Virginia State Bar and shall avoid situations or

activities that create the appearance of such a conflict. While employed as County Attorney, the Employee agrees not to engage in any other employment for compensation without the Employer's prior written consent or engage in any business activities except for the passive investments of personal funds. Employee may engage as a volunteer in activities that provide indirect benefits to the Employer and the community and may accept reimbursement for his actual expenses incurred in such activities, so long as those activities do not conflict or negatively impact Employee's duties and obligations to Employer.

Section 5. Performance Evaluations

A. The Employer shall review and evaluate the Employee's performance on the annual anniversary of the date of hiring, or between February 1 and March 1 of each calendar year, in writing, on a standard performance evaluation form for County employees, or on such other form as the Parties may agree to use. The evaluation process should include the opportunity for both Parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results, which summary should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

B. The Employer should endeavor to define measurable annual goals and objectives for the Employee after the performance evaluation, but before March 1.

C. The performance evaluation may be used by the Employer to determine whether the Employee is eligible for annual base salary increases, bonuses, or salary augmentations, as provided in Section 2 of this Agreement.

Section 6. Termination and Severance

A. In the event (i) the Employee leaves his employment by mutual agreement of a majority of the Board and the Employee, (ii) the Employee's resignation is requested by the Employer, or (iii) the Employee is terminated by the Employer for any reason other than for the reasons in Section 6(B), below, the Employer agrees to pay the Employee Severance Pay, which is initially defined as (a) a sum equal to six (6) months' of aggregate salary at the current rate of pay, plus (b) a sum equal to six (6) months of the Employer's share of all benefits the Employee received during his employment, including but not limited, to health plan coverage, life insurance, disability insurance, and retirement contributions, and (c) a lump sum value of all accrued and unused annual leave as provided in Section 8 of this Agreement (collectively the "Severance Pay"). Such severance payment shall be subject to all legally required deductions for taxes or otherwise. Accumulated and unused sick leave shall be paid out to Employee only if Employee is eligible for such as provided in the County's Personnel and Procedures Manual.

Such severance payments shall be in a lump sum payment made on the next payday following the termination of employment or upon a date agreed upon by the Parties, but in no case shall such payment date be later than two (2) months following the date of separation. Employee, at his option and as an alternative to a lump sum payment representing health plan coverage benefits portion of the severance pay, may elect to have the Employer continue health plan

coverage benefits for the Employee and all dependents, in which case the Employer shall continue to pay such costs, if such benefits are being provided at the time of separation.

The number of months representing the Severance Pay shall be revisited annually and may be increased from the base of three (3) months, by mutual agreement, depending upon the Employee's continued satisfactory performance.

B. If Employee is terminated because (i) of his conviction of any felony; (ii) of his conviction of a misdemeanor involving moral turpitude; or (iii) the Employee is materially unwilling or unable to perform his duties under this Agreement and Employer has provided prior written notice of such unwillingness to perform and the Employee has been afforded at least sixty (60) days opportunity to cure, and remains materially unwilling or unable to perform his duties under this Agreement, then, in that event, Employer may terminate Employee and shall have no obligation to pay the Severance Pay to Employee.

C. If the Employer at any time during the term of this Agreement reduces the salary or employee benefits of the Employee by a greater percentage than it does for all other County Employees, the Employee may unilaterally resign, and the Employer shall pay the Severance Pay to the Employee.

D. This Agreement will automatically terminate upon the death of the Employee and no Severance Pay shall be owed to the heirs or the estate of Employee, however, such termination shall not affect entitlement to payment for days already worked, for accrued and unused annual leave or sick leave or for any other death benefit provided by law.

Section 7. Voluntary Resignation

If the Employee voluntarily decides to resign his position, he shall give the Employer a minimum of sixty (60) days written advance notice of his departure date. No Severance Pay shall be payable for a voluntary resignation. The Board in its discretion may waive or reduce the notice requirement required by this Section. If not waived or reduced the failure to provide such required notice shall result in the forfeiture of any money owed to the Employee for accrued leave balances, such forfeiture being Employer's sole remedy for failure to provide the notice.

Section 8. Hours of Work

The Employee is expected to devote whatever time is reasonably necessary to the business of the County, including hours outside normal office hours. The Employee recognizes he is not to receive any additional compensation for hours worked beyond forty (40) hours in a workweek or on weekends or holidays. Likewise, the Employer understands the need to rely upon the discretion and sound judgment of the Employee to determine how to balance the demands of work with the need or desire to be absent from work during the County's normal office hours in order to attend to personal business, family matters or even recreational activities. Employee shall be reasonably available by cell phone and e-mail during the normal office hours of the County, and after hours (except when on vacation, when on sick leave, or when other reasonably good cause exists).

Section 9. Annual and Sick Leave

- A. Annually, on July 1 of each year, the Employee shall receive twenty (20) vacation days. Said vacation days shall be immediately usable by the Employee upon receipt. The Employee shall have the ability to carryover vacation time from year-to-year with no maximum limitation. The Employee shall receive all other holidays and personal days allotted to regular employees in the County Personnel and Procedures Manual. The Employee shall accrue sick time like any other County employee under the County Personnel and Procedures Manual.
- B. When employment is terminated by the Employer in accordance with Section 6(A) of this Agreement, or the Employee unilaterally resigns, having provided at least sixty (60) days advance notice, or notice time is waived by Employer, the Employee will be paid for all accumulated and unused annual leave. Accumulated and unused sick leave shall be paid out to Employee per the related regulations contained in the County's Personnel and Procedures Manual.
- C. Payment for accrued leave may be withheld pending the return of County property by the Employee or will be offset by the market value of all County property not returned.

Section 10. Benefits and Professional Resources

- A. Standard Benefits: Except as otherwise stated in this Agreement, the Employee will receive the same benefits on the same terms as Employer provides benefits to other full-time County Employees.
- B. Business Expenses: Business expenses incurred by Employee during the conduct of County business shall be paid by the County in accordance with County policy and within the approved budget.
- C. Professional Association Memberships: The Employer recognizes the importance to the County of the Employee's membership and participation in professional associations and organizations. The Board agrees to budget and pay the cost of Employee's legally required dues to the Virginia State Bar and for the County's membership in the Local Government Attorneys of Virginia, Inc., and in addition to pay for Employee's membership in any organizations that have been approved by the Employer within the annual budget for the County Attorney's office.
- D. Professional Conferences and Continuing Legal Education: Attendance at the conferences and meetings of professional associations and organizations, registration fees, and associated travel expenses, including non-automobile transportation, food, and lodging, shall be paid by the County in accordance with this Agreement, County policy, and within the approved budget.
- E. Continuing Legal Education: Employer shall pay for continuing legal education as provided in the County's Personnel and Procedures Manual, so that Employee may maintain his law license and compliance with continuing legal education requirements. To the extent feasible,

Employee agrees to fulfill these requirements by attendance at meetings or conferences funded under Paragraph D above.

F. Equipment: The Employer shall provide Employee with all equipment and services reasonably necessary to perform Employee's duties and obligations to Employer, including, but not limited to, computers, access to County networks and support, a mobile telephone device with electronic mail capability (e.g. a smart-phone-type device), library materials and/or reasonable access to online legal research service.

Section 11. Indemnification

The Employee shall be covered under the County's risk management policies and be indemnified, held harmless, and defended to the same degree and extent as all other employees and officials of the County for or against any allegation, claim, tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities.

The Employee may request, and the Employer shall not unreasonably refuse, to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties, provided such losses have not been caused by a deliberately wrongful act of the Employee. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section 11, to be available.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, consultant, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, consultant, or advisor to Employer regarding pending litigation.

Section 12. Bonding

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

Section 13. Other Terms and Conditions of Employment

All provisions of County ordinances, resolutions, rules, policies, and regulations of the Employer pertaining to annual, sick leave, holidays, employee benefits, working conditions, and rules of conduct, as they now exist or hereafter may be amended, shall apply to Employee as they do to all County employees, but only to the extent they do not conflict with an express provision of this Agreement.

Section 14. Notices

Notice pursuant to this Agreement shall be given by United States mail, or other qualified parcel delivery company, addressed as follows:

- (1) EMPLOYER: Chair, Board of Supervisors, County of Pittsylvania, Virginia, at the office of the Clerk of the Board of Supervisors, Chatham, Virginia 24531.
- (2) EMPLOYEE: J. Vaden Hunt, Esq., at the residence address used for State and Federal tax purposes.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the day following the date of deposit of such written notice with the United States Postal Service or other qualified parcel delivery company.

Section 15. Renewal and Termination of Agreement

This Agreement, pursuant to § 15.2-1503, Code of Virginia, 1950, as amended, shall be without definite term, however this Agreement shall continue indefinitely from day-to-day. This Agreement shall terminate on the last day of Employee's employment with Employer, however Sections 6, 7, 11, and 12 shall survive termination, to the extent that Employer is obligated to make payments to Employee post-termination, and to indemnify him as described in Section 11 for matters that arose from or occurred during his employment. In no event shall termination of this Agreement affect, void, or otherwise limit the respective Parties' obligations that accrued or vested prior to the Agreement's termination.

Section 16. General Provisions

A. The text herein shall constitute the entire agreement between the Parties, and shall supersede any and all prior agreements, regardless of the services addressed in those prior agreements. The parties by mutual 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 upon the Employer and the Employee and shall be binding upon and inure to the benefit of the heirs at law, assigns, personal representatives, successors, and executors of Employee.

C. The invalidity of one (1) or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion(s) of the Agreement, so long as the material purposes of this Agreement can be determined and effectuated. If any term, provision or other part of this Agreement is declared illegal or void, it shall be excised or modified to conform to the appropriate laws or regulations. If any term, provision or other part of this Agreement is held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Agreement shall not be affected, but shall remain in full force and effect. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all of which together, shall constitute one and the same instrument.

D. This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia. Any actions arising out of this Agreement shall be brought in the Circuit Court of Pittsylvania County, Virginia.

E. This Agreement is the entire agreement between the parties as to the contained subject matter, supersedes all other agreements whether written or oral, and may only be modified or amended in writing signed by the Parties.

F. The parties acknowledge that Employer has consulted separate, independent counsel in the drafting and review of this Agreement.

Section 17. No Residency Requirement

Employee is not required to reside in Pittsylvania County, Virginia.

Section 18. Vehicle Allowance

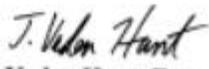
For Employee to travel throughout the County and surrounding areas, in furtherance of his assigned duties as County Attorney, Employer agrees to provide Employee a monthly **THREE HUNDRED DOLLAR (\$300.00)** Vehicle Allowance. Employer and Employee agree that payment of said Vehicle Allowance is separate and in addition to his salary detailed in Section 2(A) of the Agreement and shall relieve the County of any responsibility to provide a vehicle (*i.e.* automobile), fuel, or maintenance for a vehicle for Employee's use on County business. Furthermore, in consideration for said Vehicle Allowance, Employee agrees that he shall not seek reimbursement for any vehicle costs associated with his employment with the County. Employee also agrees that he shall be solely responsible for all local, state, and/or federal taxes arising from receipt of said Vehicle Allowance. Lastly, Employee understands and agrees that the Vehicle Allowance provided by the County shall terminate on the same date as his employment with the County terminates, regardless of whether such termination is voluntary or involuntary.

IN WITNESS WHEREOF, the County of Pittsylvania, Virginia and its Board of Supervisors have caused this Agreement to be signed and executed by its Chairman, and duly attested by the Chairman of the Board of Supervisors' Personnel Committee, and the Employee has signed and executed this Agreement, both in duplicate, on the date shown below.

April 21, 2020
Business Meeting

Signed: 
Robert ("Bob") W. Warren
Chairman
Pittsylvania County Board of Supervisors

Date: 4/21/20

Signed: 
J. Vaden Hunt, Esq.
Employee

Date: 4/21/20

ATTEST

Signed: 
Joe B. Davis
Chairman, Personnel Committee
Pittsylvania County Board of Supervisors

Date: 4/21/20