

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the County of York, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County"), and Mark L. Bellamy, Jr. (hereinafter referred to by name or as the "County Administrator") and collectively referred herein as the "Parties."

WITNESSETH

WHEREAS, the Board of Supervisors (the "Board"), the governing body of the County, desires to employ Mark L. Bellamy, Jr. as County Administrator of York County, Virginia; and

WHEREAS, the County, through its County Board of Supervisors ("the Board"), desires to provide for certain benefits and compensation for the County Administrator and to establish conditions of employment applicable to the County Administrator; and

WHEREAS, Mark L. Bellamy, Jr. desires to accept employment as County Administrator of York County under the terms and conditions set forth herein.

TERMS

NOW THEREFORE in consideration of the above recitals which are incorporated herein, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Employment

A. The County hereby hires and appoints Mark L. Bellamy, Jr. as its County Administrator, under the terms established herein, to perform the duties and functions specified in Article III of the York County Code and the applicable provisions of State law.

B. The County's employment of Mark L. Bellamy, Jr. as County Administrator shall be effective February 26, 2024 (the "Effective Date"). The term of the contract is for one (1) year (the "Period of Employment") ending on February 25, 2025, subject to automatic extension or earlier termination as hereinafter provided. On February 26, 2025, and each subsequent anniversary thereafter, the Period of Employment shall be automatically extended for an additional twelve (12) months, unless at least ninety (90) days prior to the expiration of the then existing Period of Employment, the Board or the County Administrator shall deliver to the other party written notice that the term of the Agreement will end as of expiration of the then existing Period of Employment. The Period of Employment shall continue until the expiration of all automatic extensions unless it is terminated earlier, as provided in Paragraphs 11 and 12. Failure of County to renew the Period of Employment at the close of any annual term shall be considered termination "without cause" and severance shall be due to County Administrator under Section 11, Paragraph B.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the County agrees to pay the County Administrator a base salary according to the following schedule:

YEAR OF EMPLOYMENT	ANNUAL BASE SALARY
First year	\$217,000
Second year	\$232,000
Third year – End of term	Annual increases in the same percentage as received by classified staff of County

B. Salary shall be paid in biweekly, prorated installments and shall be subject to all federal and state withholding.

C. The County may also agree (but is not obligated) to increase said base salary and/or other benefits of the County Administrator in such amounts and to such an extent as the Board may determine to be desirable on the basis of an annual performance evaluation of the County Administrator or at any other time it deems appropriate.

D. County Administrator shall be eligible for performance bonuses at the timing and discretion of the Board.

E. Beginning in January 2025, and each January thereafter, the Board shall perform an annual evaluation of the County Administrator’s performance. During each evaluation, the Board and County Administrator shall work together to define in writing such goals and performance objectives that they determine are necessary for the proper operation of the County and the Board’s policy objectives and shall establish a priority among those goals and objectives. Said goals and objective shall generally be agreed to be attainable within the time limitations as specified and the expected budgetary limitations. These goals for performance will serve as the basis for subsequent evaluations.

Section 3. Duties and Obligations

A. The County Administrator shall have the duties, responsibilities, and powers of said office under the laws of the Commonwealth of Virginia and the policies adopted from time to time by the Board. The County Administrator agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. Subsection A notwithstanding, the County Administrator may devote time and effort to such voluntary or charitable organizations or activities as he may deem appropriate, so long as such activities do not interfere with the performance of any of the duties of his position or adversely affect the image or reputation of the County; provided, however, that the County Administrator shall not undertake any activities or accept a position with any organization other than the County for which he will receive any profits, interest or any direct or indirect compensation for services rendered.

Section 4. Automobile Allowance

The County Administrator is required to be on call for twenty-four-hour service. In recognition thereof, the County shall provide the County Administrator with a car allowance of \$10,000.00 per annum. Payment shall be made on a prorated basis with County Administrator’s regular salary.

Section 5. Professional Development

The County will pay the dues associated with membership in job-related professional organizations as might be expected of a county administrator and shall reimburse the County Administrator for all travel expenses and registration fees required for attendance at annual meetings, training sessions or similar gatherings, within reason and subject to budgetary constraints. Such organizations shall include, but not be limited to, the International City/County Management Association ("ICMA"), the American Public Works Association ("APWA"), the Fleet Management Association ("NAFA"), and the Association of Equipment Management Professionals ("AEMP").

Section 6. Vacation and Sick Leave

County shall pay County Administrator for all vacation leave balances up to 288 hours and all sick leave balances accrued by him as of the Effective Date up to a maximum total of \$22,500.00. Said payment shall be made in a lump sum at or prior to the County Administrator's first salary payment. Any remaining accrued leave shall roll over to County Administrator's leave balance.

Beginning on the Effective Date, the County Administrator shall earn 16 hours of vacation leave per month (for a total of 24 days of vacation leave per annum) and 8 hours of sick leave per month (for a total of 12 days of sick leave per annum), to attend to medical needs and other health-related matters of importance. Accrual, carry-over, and pay-out of accumulated leave shall be governed by the same policies as those that govern other County employees.

Section 7. Holidays

The County Administrator is entitled to the same paid holidays as the general County staff.

Section 8. Health, Dental, Life and Disability Insurance

A. The County Administrator shall be entitled to the same health, dental, life and disability insurance, or any other benefits offered by the County under the same terms as other benefit-eligible County employees. County Administrator shall also be eligible to participate in retiree health insurance coverage.

B. The County shall pay the cost for the County Administrator of group term life insurance through the Virginia Retirement System ("VRS") to the degree granted other County classified employees. Such coverage will be effective upon employment. County Administrator shall be allowed to purchase such other supplemental life insurance through VRS as he should desire at his own expense.

Section 9. Retirement

The County agrees to contribute to the VRS on behalf of the County Administrator as a Plan 1 participant. Such payments shall be monthly. The County Administrator agrees that he will be required to contribute an amount equal to five percent (5%) of his gross salary to the VRS. Nothing herein shall deprive the County Administrator of his right to elect other retirement options, including the 457 Deferred Compensation Plan, to the extent allowed to other County classified employees. County shall contribute an annual lump-sum amount equal to five (5%) percent of County Administrator's base salary to the 457 Deferred Compensation Plan elected by the County Administrator.

Section 10. Additional Benefits

County Administrator shall also receive such other benefits as may from time-to-time be offered to other classified County employees.

Section 11. Termination by the County and Severance Pay

A. The County Administrator shall serve at the pleasure of the Board as an at-will employee, and either the Board or the County Administrator's may terminate the employment relationship terminated at any time, with or without cause.

B. Should a majority of the entire Board (three members or more) vote to terminate the services of the County Administrator "without cause," the Board shall cause the County Administrator to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time) on or before the County Administrator's next scheduled payday. Additionally, within forty-five (45) calendar days following the vote to terminate the County Administrator's employment, the Board shall cause the County Administrator to be paid a lump sum severance pay equal to twelve (12) months of his base salary and benefits (including VRS benefits, health and life insurance, etc.). As consideration for such payment, the County Administrator shall, prior to receipt thereof, execute and deliver to the County a general release of the County and its Board members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the County Attorney.

C. In the event the County Administrator is terminated for "just cause," the County shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes if this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the County Administrator's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a felony or to a misdemeanor involving a crime of moral turpitude.
3. Insubordination, intentional neglect of duty or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive County policy, rule, or regulation, which would subject any other County employee to termination.
5. The commission of any fraudulent act against the interest of the County.
6. The commission of any act which involves moral turpitude, or which causes the County disrepute.

As used herein, "moral turpitude" shall be defined as "an act of baseness, vileness, or depravity in the private and social duties which a man owes to his fellow men, or to society in general, contrary to the accepted and customary rule of right and duty between man and man."

D. In the event the Board, at any time during the employment term, reduces the salary or other benefits of the County Administrator, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time County employees, or in the event the County refuses to comply with any other material provision of this Agreement benefiting the County Administrator, the

County Administrator shall notify the Board in writing of the alleged violation. The Board shall have thirty (30) days from such notice within which to cure the violation, otherwise, the County Administrator may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision in Section 11, Paragraph B and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the County Administrator

The County Administrator may terminate this Agreement at any time by delivering to the County Board of Supervisors a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the County Administrator terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the County Administrator voluntarily resigns pursuant to this Section, the County shall pay to the County Administrator all salary and benefits amounts both accrued and owing under this Agreement and other applicable laws, rules, programs, and policies of the City, State and Federal government. This subsection shall not prevent the County Administrator from collecting any money earned as a result of participation in the County's deferred compensation program.

Section 13. Disability

If the County Administrator suffers from a Disability during the Period of Employment, the County shall have the option to terminate this Agreement. For purposes of this Agreement, Disability shall mean any physical or mental condition resulting in County Administrator not being able to perform the essential functions of his job permanently or for a period of ninety (90) calendar days in any 180-calendar day period. Should the Board decide to terminate the County Administrator's employment on the basis of his Disability, it shall provide the County Administrator with thirty (30) days written notice and shall provide the County Administrator with the opportunity for a hearing before the Board on the issues of disability and performance during that period. After said hearing, should the Board terminate the County Administrator's employment due to the Disability, such termination shall be subject to the severance requirements of Section 11, Paragraph B.

Section 14. Indemnification

A. To the extent allowed by applicable Virginia law, the County shall defend, save harmless, and indemnify the County Administrator against any action for any injury or damage suffered as a result of any act, event, or omission of action that the County Administrator reasonably believes to be in the scope of his duties or function, unless he acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The County shall not be liable for the acts or omissions of the County Administrator committed while acting outside the course and scope of his agreed duties or committed in bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the County Administrator shall reimburse the County for any legal fees and expenses the County has incurred or otherwise paid, for or on his behalf in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as County Administrator, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the County.

Section 15. Bonding

The County agrees to bear the full cost of any fidelity or other bonds required of the County Administrator under any policy, regulation, ordinance or law.

Section 16. Attorneys' Fees

If any action or proceeding arising out of this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and other costs expended, including fees and costs expended on appeal, in addition to any other relief to which the prevailing party may be entitled.

Section 17. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of County Administrator.

D. This Agreement supersedes all prior arrangements, understandings, letters of intent, conversations and negotiations between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect to the matters mentioned in this Agreement. It may not be changed verbally but only by an Agreement in writing signed by the parties.

E. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia, and any litigation that may arise from this Agreement, shall be filed and litigated in York County, Virginia.

F. Upon County Administrator's death, the County's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with the County's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the County's insurance policies or plans.

The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party for whose benefit they operate.

Executed by the County of York, Virginia, this 28th day of February, 2024.

By: G. Stephen Roane
G. Stephen Roane, Jr., Chairman

Executed by the COUNTY ADMINISTRATOR this 28th day of February, 2024.

By: M. Bellamy
Mark L. Bellamy, Jr., County Administrator