

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13<sup>th</sup> day of August, 2019.

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Present:

Donald R. Hunter, Chairman  
Floyd M. Brown, Jr., Vice-Chairman  
Alan R. Carmichael  
Marlene J. Waymack  
T. J. Webb

Vote:

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A-10

On motion of \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE  
AN EMPLOYMENT CONTRACT FOR THE COUNTY ATTORNEY

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of Prince George County, this 13<sup>th</sup> day of August, 2019 does hereby authorize the Chairman to offer an employment contract for the County Attorney for a one-year term effective September 16, 2019.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 7th day of August, 2019, by and between the **COUNTY OF PRINCE GEORGE** (the “County”), a political subdivision of the Commonwealth of Virginia and **DANIEL N. WHITTEN** (the “Attorney”), both of whom agree as follows:

WHEREAS, as provided by § 15.2-1542 of the Code of Virginia, 1950, as amended, the County is authorized to appoint a County Attorney; and

WHEREAS, the Board of Supervisors desires to appoint Daniel N. Whitten as County Attorney and Daniel N. Whitten desires to accept employment as County Attorney for Prince George County;

NOW THEREFORE, in consideration of the mutual covenants, the County and Mr. Whitten agree as follows:

### **SECTION 1. DUTIES**

A. The County Attorney shall be expected to perform the duties found in § 15.2-1542 of the Code of Virginia, those found in the County Attorney’s job description as it may be amended from time to time, and any and all other duties and functions that the Board of Supervisors shall assign. While employed as County Attorney, Mr. Whitten agrees to represent Prince George County as his sole client. Mr. Whitten shall assume responsibility as County Attorney on September 16, 2019.

B. All Civil legal matters of the County are to be handled by the County Attorney. Any outside counsel must be approved by the County Attorney.

C. Currently, staffing includes a part-time Assistant County Attorney.

### **SECTION 2. TERMS**

A. The County Attorney shall serve at the pleasure of the Board of Supervisors and Mr. Whitten’s employment may be terminated at any time subject to Section 3 of this Agreement.

B. The initial term of the Agreement shall be for a one year period beginning September 16, 2019 and ending September 15, 2020. During the term of employment, Mr. Whitten agrees to remain in the exclusive employment of the County. The County Attorney shall be a full-time employee and shall be entitled to the same benefits as other full-time employees.

C. If this Agreement is terminated by the Board for a reason other than cause or the County Attorney resigns in response to a suggestion or request by the Board, the Board will pay Mr. Whitten three months of salary. “Cause” is defined as any reason that reasonably could be detrimental to the County as determined by the Board.

D. If the County Attorney resigns voluntarily, Mr. Whitten will give the Board sixty (60) days written notice. Mr. Whitten understands and agrees that he shall not be eligible for and will not receive any severance pay as stipulated in Section 2 (C) if he voluntarily resigns as County Attorney. The Attorney also understands and agrees that he will forfeit any accumulated sick leave, vacation time, or other paid leave accrued in accordance with County Personnel Policies in effect at the time he resigns if he fails to give the required sixty (60) day written notice.

### **SECTION 3. SALARY**

A. The County agrees to pay Mr. Whitten an annual salary of One Hundred Seventeen Thousand Three Hundred Dollars (\$117,300) payable in the same fashion as other County employees for the one year period beginning September 16, 2019 and ending September 15, 2019.

B. If the Board takes no action to terminate the employment of the County Attorney, this Agreement shall be automatically renewed. Any adjustments in salary, other than general County salary adjustments that are made during the life of this contract shall be in the form of an amendment and become part of this contract. This Agreement shall continue thereafter for twelve-month periods unless terminated by the Board.

### **SECTION 4. PERFORMANCE EVALUATION**

A. Annually, the Board of Supervisors and Employee shall define such goals and objectives as they mutually deem necessary for the proper operation of the County and for the effective execution of the duties of County Attorney.

B. The Board of Supervisors shall review and evaluate the performance of Employee at least once a year. The review and evaluation shall be held in accordance with specific criteria developed jointly by the Board and Mr. Whitten as provided in paragraph A in this section.

### **SECTION 5. HOURS OF WORK**

Mr. Whitten is expected to devote whatever time is necessary to the business of the County, including hours outside normal office hours. Mr. Whitten is not to receive any additional compensation for hours worked beyond forty (40) hours in a workweek or for any work performed during weekends or holidays. Mr. Whitten shall maintain a monthly calendar of days worked using the Exempt employee timesheet and will record on those time sheets and in Employee Self-Service any leave time he takes during that period.

### **SECTION 6. BENEFITS**

A. Mr. Whitten shall be eligible to participate in the County's health care benefit in the same manner as other full-time County employees. Mr. Whitten will be enrolled as a full-time employee in the Virginia Retirement System with the County paying his contribution in the same fashion as other employees. Mr. Whitten may participate in the County's deferred compensation program with NACO or COVA in accordance with the terms of that program.

B. The County will provide liability coverage for any claims against the County Attorney, including malpractice.

C. Mr. Whitten shall accrue sick and vacation leave in the same manner as other full-time employees of the County.

D. The County agrees to pay professional dues and subscriptions necessary to maintain the County Attorney's license to practice in Virginia. The County shall also pay the cost of reasonable continuing legal education including attendance at conferences for the Virginia Local Government Attorneys Association in accordance with the County of Prince George Travel Policy. The County will provide the County Attorney with the necessary technology to be able to perform his duties while in or away from the office and a cellular device in accordance with the County of Prince George Wireless Devices Policy.

## **SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

All provisions of County ordinances, resolutions, rules, and regulations of the Employer pertaining to holidays, employee benefits, working conditions, and rules of conduct as they now exist or hereafter may be amended that do not conflict with an express provision of this Agreement shall apply to Mr. Whitten as they would to other County employees.

## **SECTION 8. GENERAL PROVISIONS**

A. This constitutes the entire agreement between the parties and shall supersede any previous Agreements.

B. This Agreement is subject to the laws, rules, and regulations contained within the *Code of Virginia*, as amended from time to time, and in the event there is any conflict between this Agreement and the *Code of Virginia*, the *Code of Virginia* shall prevail.

C. If any provision of any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

D. Any actions to enforce the terms of this Agreement shall be brought in Circuit Court of the County of Prince George.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Board of Supervisors of Prince George County has caused this Agreement to be signed and executed on its behalf by its Chairman, and the Employee has signed and executed this Agreement, both in duplicate, on the date below.

BY: \_\_\_\_\_  
Donald R. Hunter  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Daniel N. Whitten

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Date: \_\_\_\_\_