

**EMPLOYMENT CONTRACT  
BETWEEN  
THE COUNCIL OF THE TOWN OF LEESBURG, VIRGINIA  
AND  
JOHN A. WELLS**

This employment contract (“this contract”) executed in duplicate original and made and entered into as of the 12<sup>th</sup> day of February, 2013 by and between the **Council of the Town of Leesburg, Virginia** (“the Council”), and **John A. Wells** (“the Town Manager”); for contract period October 1, 2012 through September 30, 2014.

**RECITALS**

A. The Council desires to provide the Town Manager with a written employment contract in order to foster and promote harmonious relations between the Council and the Town Manager.

B. The Council and the Town Manager wish to establish the basic terms and conditions upon which the Council has agreed to appoint him the Town Manager and upon which he has agreed to accept such appointment.

NOW, THEREFORE, the Council and the Town Manager, in consideration of the premises and the mutual undertaking of the parties agree as follows:

**AGREEMENT**

1. **Term:** The Town Manager shall serve at the pleasure of the Council.
2. **Duties:** The Town Manager shall have charge of the administration of the town under the direction of the Council and perform all duties incident to the office of the Town Manager as outlined in the Town Charter, Town Code, and applicable laws of the Commonwealth of Virginia.
3. **Professional Growth of the Town Manager:** The Council encourages the continuing professional growth of the Town Manager through his participation in:
  - a. The operations, programs and other activities conducted or sponsored by the town.
  - b. Seminars and courses offered by public or private institutions.
  - c. Informational meetings with individuals or organizations whose particular skills or background would serve to improve the capacity of the Town Manager to perform his professional responsibilities for the Council.

Accordingly, the Council will pay for the Town Manager’s dues and participation in the International City/County Management Association, the Virginia Local Government Association and the Government Finance Officers Association and shall permit a reasonable amount of

release time for the Town Manager to participate in these organizations. In addition, as approved by the Council, the Town Manager will be eligible to receive a reasonable amount of release time, necessary fees for travel and subsistence and membership expenses to attend and/or participate in activities previously described in 3.

**4. Salary.** For the first year of contract period October 1, 2012 through September 30, 2014 the remuneration to the Town Manager shall be a salary of \$170,453.43. This annual salary rate shall be paid to the Town Manager on the same basis as other regular full-time town employees. The Council agrees to increase the compensation of the Town Manager each October 1, dependent upon the results of the annual performance evaluation conducted under the provisions of Section 14 of this contract. The Council will provide a cost-of-living adjustment equivalent to that approved and provided to all other employees of the town as approved by the Council in the annual budget.

**5. Leave and Benefits.** Unless modified by mutual agreement of the Council and Town Manager:

**a. Annual, Sick and Catastrophic Illness Leave.** The Council agrees to deposit into the Town Manager's leave account on the effective date of this employment contract twenty (20) days of annual leave and twelve (12) days of sick leave. On each anniversary of the effective date of the employment contract, the Council agrees to increase the deposit into the annual leave account over the original twenty (20) days by one day annually up to a maximum of twenty-six (26) days and continue to deposit twelve (12) days of sick leave. Vacation leave is cumulative to a maximum of two times the annual accrual rate. Leave in excess of the maximum amount allowed shall not be credited to the Town Manager's account. In addition, the Council agrees to provide the Town Manager with no less than ninety (90) days of catastrophic leave should such a need arise for same.

**b. Standard Employee Benefits.** The Town Manager shall be eligible for and receive all personal and fringe benefits accorded to regular full-time employees which such employees now receive or may receive in the future with the exception that (1) the Town Manager shall not be eligible to earn compensatory leave and/or overtime; (2) the Town Manager shall not engage in any outside employment without prior consent of the Council.

**c. Deferred Compensation.** The Council agrees to pay eight thousand dollars (\$10,400) per annum into the Town Manager's 457 Deferred Compensation account, each October 1. A one-time payment of \$2,400 will be made March 2013.

**6. Automobile** - Recognizing that the Town Manager's duties require the utilization of an automobile, the Council shall provide the Town Manager with an automobile allowance at a rate of \$310 per month, beginning the first pay period in March 2013.

**7. Technology** - Recognizing the value to the Town Manager of effective communication and access to productivity tools, the Town Manager shall have the use of a Blackberry and laptop computer installed with the standard software configuration compatible with the Town Manager's office for which the town will pay all expenses.

**8. No Reduction of Benefits** - The Council shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of the Town Manager, except to the degree of such a reduction across-the-board for all town employees.

**9. Residency** - The Town Manager agrees to maintain his primary residence within the boundaries of the Town of Leesburg.

**10. Termination of Contract by the Council** - The Town Manager shall be removable at the pleasure of the Council in accordance with the 1950-Code of Virginia, as amended, and in such event this contract shall be terminated. Should the Council remove the Town Manager prior to October 1, 2014, the provisions of paragraph 13 shall apply.

**11. Termination of Contract by the Town Manager** - If the Town Manager desires to terminate this contract he must give ninety (90) days written notice of his intention to resign.

**12. Termination of Contract by Mutual Agreement** - The Council and the Town Manager may mutually agree to terminate this contract and establish an effective date of termination.

**13. Termination Pay and Benefits** - This section shall govern compensation to the Town Manager upon termination of his employment pursuant to Sections 10, 11, and 12.

a. If the Town Manager's contract is terminated by Mutual Agreement (Section 12) or by the Council (Section 10) for any reason other than as specified in subsection B and prior to October 1, 2013, the following shall apply: The Town Manager shall be entitled to receive twelve (12) months of termination pay which shall consist of salary and the right to continue for twelve (12) months health and all other insurance benefits as if he were still an employee.

b. If the Town Manager's contract is terminated by Mutual Agreement (Section 12) or by the Council (Section 10) for any reason other than as specified in subsection B, and after October 1, 2013 the following shall apply: The Town Manager shall be entitled to receive nine (9) months of termination pay which shall consist of salary and the right to continue for six (6) months health and all other insurance benefits as if he were still an employee.

c. If the Council terminates the Town Manager for willful and malicious refusal (1) to comply with a clear legal directive of the Council or (2) to obey applicable statutes, personnel policies, ordinances and regulation, then the Town Manager shall not be entitled to any termination pay or the right to continue employee benefits but shall be entitled to be paid for all unused annual leave.

d. If the Town Manager's contract is terminated by the Town Manager (Section 11), then the Town Manager shall not be entitled to any termination pay or the right to continue employee benefits but shall be entitled to be paid for all unused annual leave.

**14. Evaluation** - The Council agrees to review the Town Manager’s performance on a regular basis, on a schedule to be determined mutually by the Council and the Town Manager, but at least annually. Evaluation factors and performance measures will be determined mutually by the Council and the Town Manager. Bonuses, frequency and amounts paid, if any, will be determined by the Council.

**15. Indemnification** - Notwithstanding any provision of the Town Indemnification Resolution to the contrary, the Council shall provide for the defense of any claim for legal proceeding against the Town Manager arising out of any action on his part in furtherance of his duties as Town Manager and shall pay the costs of any settlement or judgment in connection therewith. Such indemnification shall not apply to any act in violation of criminal law.

**16. Savings clause** - If, during the term of this contract it is found that a specific provision of the contract is illegal under federal or state law, the remainder of the contract not affected by such a finding shall remain in force.

**17. Effective date** - This contract shall take effect on October 1, 2012.

**THIS CONTRACT INCORPORATES BY REFERENCE ALL APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES OF THE TOWN OF LEESBURG AND THE COMMONWEALTH OF VIRGINIA.**

**WITNESS**, the following seals and signatures. Dated this 12<sup>th</sup> day of February 2013.

The Town Council of Leesburg, Virginia

By \_\_\_\_\_ (seal)  
Kristen C. Umstatt, Mayor

\_\_\_\_\_ (seal)  
John A. Wells

The Council members acknowledge below the review and consent of the contract between The Town of Leesburg and John A. Wells, signed by Kristen C. Umstatt, Mayor, Town of Leesburg.

Kathryn C. Sheldon Hammler	_____	Date _____
Fernando “Marty” Martinez	_____	Date _____
Kevin D. Wright	_____	Date _____
David S. Butler	_____	Date _____
Kenneth “Ken” Reid	_____	Date _____
Thomas S. Dunn, II	_____	Date _____