

RESOLUTION 17- 008

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF WHITE HALL, A WEST VIRGINIA MUNICIPAL CORPORATION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE**

**WHEREAS**, the Council Members of the Town of White Hall ("Lessee") have determined that a true and very real need exists to retain the services of it present police chief; and

**WHEREAS**, the Town has taken the necessary steps to meet with and renegotiate its agreement with the police chief; and

**WHEREAS**, the Town proposes to enter into an Employment Agreement substantially in the form presented in this meeting Eugene A. Guerrieri; and

**NOW, THEREFORE**, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF WHITE HALL AS FOLLOWS:

Section 1. BEST INTERESTS OF TOWN. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of the Town for employing its police chief.

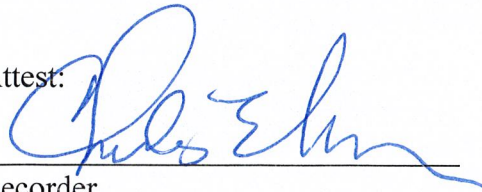
Section 2. AUTHORIZATION. The Agreement is hereby approved. The Mayor of the Town of White Hall and other officers of the Town who shall have power to execute contracts on behalf of the Town be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Mayor or Recorder of the Town and any other officers of Town who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of the Town to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of the Town be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. EFFECTIVE DATE. This Resolution shall take effect immediately.

Passed by the Town Council this 11<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
GUY WARD, MAYOR

Attest:   
\_\_\_\_\_  
Recorder

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into effective this 11<sup>th</sup> day of December, 2017, by and between the **TOWN OF WHITE HALL**, a West Virginia municipal corporation, hereinafter called "Town," and **EUGENE A. GUERRIERI**, hereinafter called "Chief," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, the Town of White Hall desires to continue to employ the services of **EUGENE A. GUERRIERI** as Police Chief of the Town; and

WHEREAS, it is the desire of the Town, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Chief; and

WHEREAS, it is the desire of the Town to (1) retain the services of Chief and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Chief's morale and peace of mind with respect to future security, and (3) to provide a just means of terminating Chief's services at such time as he may be unable to fully discharge his duties or when Town may otherwise desire to terminate his employment; and

WHEREAS, Chief desires to continue his employment as Police Chief of the Town of White Hall;

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

**Section 1. Term of Employment.** Town hereby agrees to employ Chief as Police Chief of the Town of White Hall to perform the functions and duties of Police Chief, and to perform other legally permissible and proper duties and functions as the Mayor shall from time to time assign, subject to the provisions for termination set forth below. This Agreement shall become effective as of the date and time executed by both parties and shall continue for five (5) years, unless sooner terminated, subject to

the ability of the Town to terminate as provided in Section 7. Nothing in this Agreement shall be construed to bind future Councils and is dependent upon the availability of funds.

**Section 2. Salary.** The Town shall pay Chief a gross annual salary of Fifty-one Thousand Five Hundred Fifty-four Dollars (\$51,454.00), payable in twenty-six (26) equal installments of One Thousand Nine Hundred Seventy-nine Dollars and No cents (\$1,979.00). Wage payments made under this Agreement shall be made with one week in arrears on dates and times which coincide with Town's normally scheduled paydays. No overtime pay shall apply as Chief is employed and shall be paid on a salaried, exempt-employee, basis.

**Section 3. Duties and Position.** The Town hires Chief in the capacity of Chief of Police to perform those duties identified in the job description for Chief of Police, as they may be modified. Chief shall be subject to a performance evaluation prior to the termination of this Agreement for the purposes of determining Chief's level of performance.

**Section 4. Benefits.** During the term of this Agreement, Town shall provide the following benefits to Chief:

- a. Vacation. Chief shall be entitled to eighty (80) hours of vacation during each year during the term of this Agreement. At the end of the year, Chief will be paid for any earned vacation not taken during the year. Any unused vacation shall be payable to Chief upon termination of this Agreement at the hourly rate of pay in effect at the time of termination. If this Agreement is renewed, unused vacation may be carried over to the next contract term under terms then to be negotiated.
- b. Sick Days. Chief shall be entitled to forty-eight (48) hours of sick leave during each year this Agreement is in effect. Any unused sick leave shall expire upon termination of this Agreement and Town shall have no liability for the payment thereof. If this Agreement is renewed, unused sick leave may be carried over to

the next contract term under terms to then be negotiated. Sick leave must be taken in accordance with the Town of White Hall Personnel Rules and Regulations.

- c. Holidays. Chief shall be entitled to those Holidays enumerated in the Town of White Hall Personnel Rules and Regulations. If Chief is required to work a stated Holiday, Chief shall have the option of scheduling a day off in lieu of said Holiday. No additional compensation shall be earned by virtue of working a Holiday other than the ability to schedule a substitute day of leave. In the event Chief does not reschedule and take the substitute day of leave within four weeks of the Holiday, then that day shall be forfeited.
- d. Uniforms. Chief shall be entitled to a uniform allowance for a reasonable number of uniforms to be ordered from the Town's uniform supplier. The Chief shall be entitled to have said uniforms cleaned by the Town's recognized vendor.
- e. Cruiser. The Town shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief Of Police and for his professional growth and development. It may be used by the Chief at times, in his best judgment, for personal reasons since the Chief is "on call" in the event of an emergency.
- f. Other Benefits. Chief is eligible for all other applicable benefits as enumerated in the Town of White Hall Personnel Rules and Regulations.

**Section 5. Disability.** In the event that Chief is injured or becomes ill due to events in the course of and arising out of his employment and cannot perform the duties of his position for a period of more than eight (8) weeks, Chief's compensation shall be reduced by fifty percent (50%). Chief shall

receive the remaining fifty percent (50%) of salary in addition to any workers' compensation benefits, to the extent permitted by law. Chief's full compensation shall be reinstated upon his return to work following a physician's release to return to work.

In the event Chief is injured or becomes ill due to events arising outside his normal duties ("non-work-related disability"), Chief may utilize sick leave and vacation up to the maximum limit available to him under this Agreement. If said non-work related disability extends beyond the limit of said leave, Chief may elect to take unpaid leave up to a period not to exceed eight (8) weeks. Additionally, if the Town has a disability benefit, Chief shall receive any disability benefit available to him through the Town's benefit program under such terms and conditions as provided under the disability benefit, if one is available. In the event Chief shall be determined to be totally-disabled, then this Agreement may be terminated by Town upon thirty (30) days notice to Chief.

**Section 6. Reimbursement of Expenses.** Chief shall be reimbursed for reasonable expenses incurred in the performance of his duties subject to the prior approval of the Mayor, after presentation of an itemized account of expenditures, pursuant to Town policy.

**Section 7. Termination.**

- a. Without Cause. Either Town or Chief may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- b. With Cause. Town may terminate this Agreement for any of the following reasons:
  - i. The Town is dissolved by whatever means;
  - ii. The Town or its Police Department becomes insolvent;
  - iii. The Town or Town Council elects to terminate its business and liquidate its assets;
  - iv. The merger or consolidation of the Town with another municipality or governmental entity;

- v. The Town elects to file bankruptcy ;
- vi. The Chief is convicted of a felony or misdemeanor;

**Section 8. West Virginia Ethics Act.** Chief shall comply with the West Virginia Ethics Act in every regard relevant to any other government employee.

**Section 9. Assistance in Litigation.** Chief shall, upon reasonable notice, furnish such information and assistance to Town as may be reasonably required in connection with any litigation in which Chief and/or Town has been named as a party. Town shall defend, save harmless and indemnify Chief against any tort, professional liability claim and demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief's duties as Police Chief. Town shall bear the full cost of any fidelity or other bonds required of Chief under any law or ordinance.

**Section 10. Annual Review.** The parties agree that the Chief's performance will be reviewed on an annual basis at the one year anniversary of this Agreement. Pursuant to that review and subject to the Chief's performance, this Agreement and the salary and benefits provided hereunder shall also be reviewed, at which time changes to salary and/or benefits may be modified as may be agreed upon between the parties.

**Section 11. Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No change or modification of this Agreement shall be enforceable against any party unless the same shall be in writing, and shall be signed by the party against whom enforcement is sought.

**Section 12. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia.

**Section 13. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

**Section 14. Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**Section 15. Continuance of Waiver or Default.** Waiver of breach or default of any provisions of the Agreement shall not be deemed a continuing waiver of any such breach or default or a waiver of any subsequent breach or default thereof.

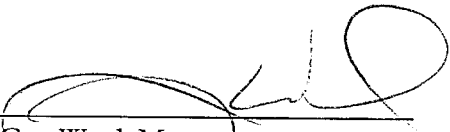
**Section 16. Notices.** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:


Town: Town of White Hall  
3 Timrod Drive  
White Hall, WV 26554

Chief: Eugene A. Guerrieri  
42 Pristine Lane  
Fairmont, WV 26554

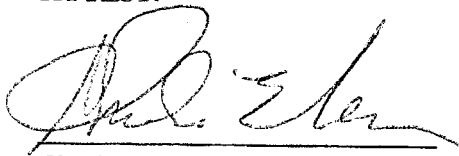
Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**IN WITNESS WHEREOF**, the Town of White Hall has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Recorder, and Police Chief has signed and executed this agreement, both in duplicate, the day and year first above written.

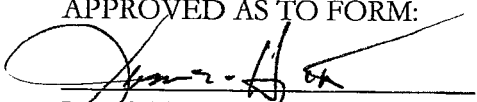
  
Guy Ward, Mayor  
Town of White Hall, West Virginia

  
Eugene A. Guerrieri  
Chief of Police

ATTEST:

  
Charles E. Mason  
Recorder

APPROVED AS TO FORM:

  
Joseph T. Hodges, Town Attorney  
WV Bar ID #8556