

ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT, made as of the date of signatures, by and between the County of Dinwiddie, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “**County**” and Michael H. Drewry hereinafter referred to as “**Attorney.**”

WITNESSETH:

WHEREAS, County desires to employ the services of Michael H. Drewry for legal consultations and Assistant County Attorney duties; and

WHEREAS, County desires to provide certain conditions of retainer for Attorney; and

WHEREAS, County desires to secure and retain the service of Attorney; and

NOW THEREFORE, in consideration of the foregoing recital and the mutual covenants hereinafter contained the parties agree as follows:

Section 1 - Duties

Attorney shall be expected to perform the duties of consultations with the County Attorney and any Assistant County Attorney duties and functions that the County shall assign and as agreed to by the Attorney.

Section 2 - Term

- A. This Agreement shall be for a one year term to begin on July 1, 2022 (hereinafter referred to as the “Effective Date”), with the option of automatic renewals under the terms and conditions of the original contract for up to four (4) additional twelve month periods, unless either party gives written notification to the other party thirty (30) days prior to expiration of the then-current term that they do not wish to renew.
- B. Notwithstanding Section 2(A), nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of County to terminate the services of Attorney at any time, subject to the provisions set forth in Section 3 of this Agreement.
- C. Notwithstanding Paragraph 2(A), nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Attorney to resign at any time from this position, subject to the provisions set forth in Section 5 of this Agreement.

Section 3 – Termination

Agreement shall continue until terminated as follows:

- A. By death or permanent disability of Attorney; or
- B. Termination by Attorney, which requires that Attorney shall give the County not less than thirty (30) calendar days prior written notice of termination; or
- C. By action of the County.
 - 1. In the event this Agreement is terminated without cause while he is willing and able to successfully perform his duties under this Agreement, then County agrees to pay Attorney, in lump sum, an amount equal to one month of compensation in the sum of \$7,680.00.
 - 2. In the event that the Attorney is terminated with cause as provided below, the County shall have no obligation to pay any additional retainer amount:
 - a. Conviction of any criminal offense or illegal act (excluding minor traffic misdemeanors) under the laws of Virginia, the laws of the United States or other of its several states; or
 - b. Conviction of any crime or illegal act involving moral turpitude; or
 - c. Inability to perform responsibilities of this Agreement due to a mental or physical impairment.

Section 4 – Suspension of Agreement

If Attorney should be indicted for any crime, whether or not enumerated above in Section 3(C), this Agreement may be suspended by the County until the indictment is dropped or until Attorney is found not guilty.

Section 5 – Termination by Attorney

In the event Attorney terminates this Agreement, Attorney shall give County no less than thirty (30) calendar days written notice. Attorney understands and agrees that he shall not be eligible for and will not receive any additional retainer pay as stipulated in Section 3(C) if he terminates this Agreement.

Section 6 – Payments

- A. The County agrees to pay Attorney in accordance with its schedule for paying part time employees.

- B. There is an understanding between the parties that the Attorney will be available 3 days per week at the County Government Building (or remote work per approval of the County Attorney) unless otherwise agreed to by County Attorney and will be available at other times for phone consultation and research when requested by County Attorney and Attorney shall in all cases be allowed a reasonable amount of time to respond.
- C. The County agrees to reimburse the Attorney for any fees, taxes, expenses that are routinely paid by a client in the normal practice of law if such are incurred, and to provide the Attorney with access to electronic research tools available to the County Attorney. The County agrees to provide membership for the Attorney in the Local Government Attorneys Association of Virginia as Assistant County Attorney and if any additional costs to the County, the Attorney will reimburse the County for such membership.
- D. The County agrees to pay Attorney at the rate of \$80.00 per hour for all legal services provided. The County shall make at least 96 hours per month of legal work available to Attorney.
- E. As a part-time employee of the County, Attorney shall receive a W-2 instead of a 1099 form. The employee shall be eligible to participate in the County's health insurance as an employee, but shall only be able to obtain County health insurance coverage during the open enrollment period, or at the time of a recognized qualifying mid-year event.

The Attorney agrees to notify the County Attorney and obtain approval prior to exceeding seventy (105) hours in any given month. Attorney shall maintain weekly time sheets of days and hours worked. Hours for meetings will be calculated as the sum of: Preparation time and Meeting time.

Section 7 – Modifications

This Agreement may only be modified or amended by a written document signed and dated by both County and Attorney.

Section 8 – General Provisions

- A. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure by the Board of Supervisors to appropriate adequate funds for

the terms of the Contract shall result in the immediate cancellation of this Contract. Notwithstanding any provision herein to the contrary, there shall be no penalty should the Board fail to make annual appropriations for this contract.

- B. The text contained herein shall constitute the entire Agreement between the parties.
- C. All work product provided to the County by the Attorney shall be property of the County.
- D. All communication between the Attorney and the County and its employees shall be held confidential by Attorney and protected by attorney client privilege.
- E. 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*, the *Code of Virginia*, shall prevail.
- F. If any provision or 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.
- G. Any actions to enforce the terms of this Agreement shall be brought in Circuit Court of Dinwiddie County.
- H. The laws of Virginia and its rules of evidence shall govern any action brought to enforce this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the County has caused this Agreement to be signed and executed on its behalf by its County Administrator, and the Attorney has signed and executed this Agreement, both in duplicate, on the date below.

BY: _____
W. Kevin Massengill
County Administrator

Date: _____

Address: Government Center
14010 Boydton Plank Road
Dinwiddie, Virginia 23841

BY: _____
Michael H. Drewry
Attorney

Date: _____

Address: 541 Strawberry Lane
Wakefield, Virginia 23888

Approved as to Form:

County Attorney