

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is effective this 11th day of September, 2025, by and between WARREN COUNTY, VIRGINIA, hereinafter "Employer" and Bradley Gotshall, hereinafter "Employee."

RECITALS

The parties recite and declare:

1. Employer is in need of the services of a person possessing the skills and ability required to be the County Administrator; and
2. Employee, through education and experience, possesses the requisite skills to perform these duties; and
3. Employer desires, therefore, to engage the services of Employee as County Administrator under the direction of the Employer, pursuant to the authority vested in Employer by Section 15.2-1540 of *Code of Virginia* (1950), as amended.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties, Employer and Employee agree as follows:

SECTION ONE

Employment

Employer employs, engages and hires Employee as the County Administrator of Warren County, and Employee accepts and agrees to this employment, engagement and hiring.

SECTION TWO

Governing Law

1. This Agreement and the employment of Employee shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended, the Code of the County of Warren, policies adopted from time to time by Employer (including the provisions of the County of Warren Personnel Policies (the "Policies") relating to sick leave, retirement and life insurance contributions, holidays, other fringe benefits, and other matters not specifically addressed in this Agreement. If there is a conflict between this Agreement and the Policies, this Agreement shall control unless specifically stated otherwise.
2. Employer and Employee hereby consent to the jurisdiction of the courts of Warren County in the Commonwealth of Virginia and of the United States District Court for the Western District of Virginia, Harrisonburg Division, (to the extent such court has subject matter jurisdiction) in connection with any action, suit, or other proceeding in connection with, arising out of, or relating to this Agreement, and agree not to assert in any such action, suit, or proceeding lack of personal jurisdiction, that the action, suit,

or proceeding is brought in an inconvenient forum, or that venue of the action, suit, or proceeding is improper.

3. EMPLOYER AND EMPLOYEE EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OF EMPLOYER OR EMPLOYEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EMPLOYER AND EMPLOYEE TO ENTER INTO THIS AGREEMENT.

SECTION THREE

Duties

Employee is hereby delegated the following powers and duties:

1. The statutory powers and duties as set forth in Sections 15.2-1541 and powers and duties set forth in any other sections of the *Code of Virginia* (1950), as amended.
2. Act as Personnel Administrator responsible for the supervision, development, management and discharge of employees and the administration of County Personnel policies.
3. Exercise powers and fulfill all duties delegated or imposed (i) by the Warren County Code or (ii) a duly adopted motion, resolution, or ordinance of the Warren County Board of Supervisors.
4. Develop and recommend personnel and other policies and revisions to the Board of Supervisors for its approval.
5. Employee shall perform all duties under this Agreement professionally and ethically and to the best of his abilities and skills. Employee shall avoid involvement in any activity which, directly or indirectly, may adversely affect or interfere with the goodwill or operations of Employer.

SECTION FOUR

Place of Employment, Residency

The duties and functions required of Employee under this Agreement shall be rendered at such place or places as Employer shall in good faith require or as the interests and needs of the Employer shall require. Employee shall live in Warren County within 180 days of the effective date of this Agreement.

SECTION FIVE
Terms of Employment

- A. This Agreement is without a definite term. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject to the provisions set forth in Section 5D of this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time, provided Employee gives written notice to the Chairman of the Board of Supervisors at least ninety days prior to its effective date unless the parties otherwise agree. Employer may at any time during this 90-day notice period earlier terminate Employee upon payment of Employee's regular salary for the remaining notice period.
- C. Employee shall remain in the exclusive employ of the Employer and devote all of the Employee's working time, attention, knowledge and skills solely to the interests of the Employer, and Employer shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee. The term "Employee's time" shall not be construed to include Employee's annual and sick leave time off. Employee may teach and perform other professional activities either outside of working hours or by utilizing annual leave, holidays or at other appropriate times that do not interfere with the performance of Employee's duties for Employer.
- D. In the event any Board of Supervisors terminates Employee at any time during his employment by Employer, Employee's rights to benefits and compensation shall be governed under Section Ten below.

SECTION SIX
Salary

Employer shall pay Employee, and Employee shall accept from Employer, an initial annual salary of \$200,000 payable in installments as provided for County employees generally, and three percent of Employee's salary, as such salary may change from time to time, paid to a deferred compensation program.

SECTION SEVEN
Performance Evaluations

- A. Employer, acting through its Board of Supervisors, may annually at a mutually agreeable time review and evaluate the performance of Employee. The review and evaluation may be in accordance with specific criteria developed jointly by Employer and Employee. The criteria may be changed from time to time by Employer, in consultation with Employee. Employer may provide Employee with a written summary of the findings of the Employer and provide an adequate opportunity to discuss the evaluation.

- B. Annually, prior to the evaluation required above, Employer, in consultation with Employee, may establish goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives, and may further establish a relative priority among the goals and objectives which may be reduced to writing. Goals, in Employer's judgment, shall be attainable within the time limitations provided and the annual operating and capital budgets and appropriations provided.
- C. Employer may increase the compensation of Employee upon completion of its annual performance evaluation provided for pursuant to Sections 7A and 7B of this Agreement, or at Employer's discretion. Increases in Employee's compensation may be based on successful attainment of goals as documented by the Employee and approved by the Employer, or at Employer's discretion.

SECTION EIGHT

Benefits

- A. Employee is exempt from overtime under the Federal Labor Standards Act. Recognizing that Employee must devote a great deal of time outside regular business hours, Employee will be allowed to take time off in less than 1-day increments without using any paid leave, as he shall deem appropriate, provided, that as a general matter, Employee shall devote 40 or more hours per week to the fulfillment of his duties hereunder.
- B. Employer will provide Group Medical and Hospitalization insurance as available to other County employees.
- C. Employer agrees to provide the Virginia Retirement System benefits as the Employer currently does for County employees generally.
- D. Employee shall accumulate one and a half days per month of Annual Leave, and one day of Sick Leave, as defined in the Policies, per month, which can be used immediately notwithstanding anything to the contrary in the Policies. Sick Leave reimbursement shall not be subject to the five-year employment requirement set forth in Section 8.14 of the Policies. If due to length of employment the Policies provide additional Annual Leave than as stated in this Agreement, then Employee shall be entitled to such additional Annual Leave accumulation.
- E. Employer will provide a \$500 per month vehicle allowance. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of his automobile.
- F. Employer will provide a cellular phone.
- G. Employer will provide term life insurance as provided to other County employees in accordance with the Virginia Retirement System.

SECTION NINE
Dues Membership, Education and Meetings

- A. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary or desirable for his continued professional participation, growth, and advancement, and for the good of his Employer.
- B. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual conference of national, regional, State and local government groups and committees thereof which Employee serves as a member.
- C. Employer agrees to budget and pay for the travel and subsistence expenses of Employee degree courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION TEN
Termination and Severance Pay

- A. In the event Employee is terminated by the Board of Supervisors without cause, and during such time that Employee is willing and able to perform his duties under this Agreement, and has not secured alternate full-time employment, then in that event, Employer agrees to continue to pay Employee's salary and health insurance only for up to six months, payable in installments as provided for County employees generally. Employee shall also be compensated in a lump sum, payable within thirty days of termination of employment for all eligible earned Annual Leave, Sick Leave, and other accrued benefits to date in accordance with the Policies, as modified by this Agreement.
- B. In the event Employer at any time during the term of this Agreement (a) reduces the salary or other financial benefits of the Employee in a greater percentage than the applicable across-the-board reduction for all employees of Employer, or (b) in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or (c) the Employee resigns following a suggestion, whether formal or informal, by the Board of Supervisors that he resign, then, in any such event Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply, triggering Section Ten, paragraph A.
- C. In the event the Employee is terminated for cause, then, in that event, Employer shall have no obligation to provide any of the benefits designated in Section Ten. "Cause" shall mean (i) the failure or neglect of Employee substantially to perform his duties hereunder after a demand for substantial performance is delivered to Employee, which notice identifies the manner in which Employer believes that

Employee has not substantially performed his duties, and a reasonable opportunity for Employee to cure such failure or neglect; (ii) Employee continuing to engage in willful and serious misconduct that is injurious to Employer after a demand from Employer to cease such misconduct; (iii) Employee's conviction of a felony or other crime reasonably considered injurious to Employer or its reputation; (iv) the willful and material breach by Employee of any of his obligations hereunder, and a reasonable opportunity for Employee to cure such breach; or (v) commission by Employee of an act involving moral turpitude, dishonesty, theft, disloyalty to Employer, or unethical business conduct.

SECTION ELEVEN

Indemnification

Employer shall defend, save harmless and indemnify Employee against any loss from tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties hereunder, unless the act or omission occurring in the performance of Employee's duties involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense for any such claim against Employee. Legal representation, provided by the Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

SECTION TWELVE

Bonding

Employer shall bear the full cost of fidelity or other bonds required of the Employee under any law or ordinance.

SECTION THIRTEEN

Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section Ten, paragraph A.

SECTION FOURTEEN

Modification

A modification or waiver of this Agreement or of any covenant, condition, or provision of it, shall not be valid unless in writing and executed by the parties.

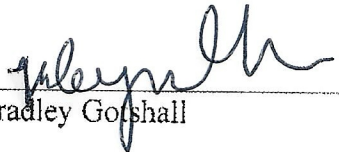
SECTION FIFTEEN
Severability

All agreements and covenants in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid Agreements or covenants were not contained.

SECTION SIXTEEN
Entire Agreement

This written Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

IN WITNESS THEREOF, Warren 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, the day and year first above written.



Bradley Gotshall

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, to wit:

The foregoing Employment Agreement was acknowledged before me this ____ day of _____, 2025 by Bradley Gotshall, Employee.

My commission expires: _____
Notary Registration number: _____

Notary Public

COUNTY OF WARREN

By: _____
Jerome K. "Jay" Butler, Chairman
Warren County Board of Supervisors

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, to wit:

The foregoing Employment Agreement was acknowledged before me this ____ day of _____, 2025 by Jerome K. "Jay" Butler, Chairman.

My commission expires: _____
Notary Registration number: _____

Notary Public