

## **WILLIAMSBURG AREA TRANSIT AUTHORITY**

### **EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT**

THIS EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT (the "Contract") made and entered into this \_\_\_\_ day of January, 2009, by and between the WILLIAMSBURG AREA TRANSIT AUTHORITY, a political subdivision of the Commonwealth of Virginia ("WATA"), and Mark D. Rickards (the "Executive Director").

**WHEREAS**, WATA provides regional transportation to James City County (the "County"), the City of Williamsburg, the Bruton District of York County, The College of William and Mary, and The Colonial Williamsburg Foundation; and

**WHEREAS**, WATA desires to employ Mark D. Rickards as Executive Director and Mark D. Rickards desires to be employed by WATA as Executive Director; and

**WHEREAS**, WATA desires to assure the continuance of Mark D. Rickards' services in connection with the business and operation of WATA; and

**WHEREAS**, the parties desire to set forth their agreements and understandings related to such employment.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises herein contained, and for good and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

#### Article One: Scope and Term of Employment

- 1.1 The Executive Director shall report to the WATA Board of Directors (the "Board") and provide vision, leadership, planning, and guidance to the Board; as well as manage the day to day affairs of WATA, including, but not limited to, personnel administration, public information, oversight of bus routes, and maintenance. In addition, the Executive Director shall act as a liaison to the Community on behalf of WATA and the Board.
- 1.2 The Executive Director shall also be responsible for those services and duties as described in the Executive Director's job description, as adopted by the Board and as may be amended from time to time.
- 1.3 These services and duties shall be performed at the WATA Administrative Offices and other locations throughout the Williamsburg area.
- 1.4 The Executive Director shall have full authority regarding employees, and shall hire, fire, and set terms of conditions for employment and compensation, based on applicable employment policies adopted by the Board.
- 1.5 The initial term of this Contract shall be from the date first written above until July 31, 2009. The Board shall review this Contract and evaluate the Executive Director on an annual basis, prior to August 1<sup>st</sup> of each year. This Contract shall be renewed

automatically from year to year, unless action is taken pursuant to Article Five of this Contract by either the Board or the Executive Director.

#### Article Two: Compensation

- 2.1 WATA shall pay the Executive Director an annual base salary of ninety-one thousand nine hundred and fourteen dollars (\$91,914.00) (the "Base Salary"), payable in accordance with WATA's normal practice for the payment of salaries to similarly situated employees.
- 2.2 The Board, or a committee appointed by the Board Chair, shall review the Base Salary annually, taking into consideration the financial condition of WATA and applicable federal or state guidelines.
- 2.3 The Board may, in its discretion, provide a performance-based salary increase and other benefits to the Executive Director. Such a determination shall be made by the Board prior to August 1<sup>st</sup> of each year, and shall be based upon the Board's annual evaluation of the Executive Director.
- 2.4 The Executive Director's paycheck shall be issued by either WATA or its fiscal agent, which is currently James City County.

#### Article Three: Benefits

- 3.1 Until such time as the Board establishes its own benefit plan for WATA staff – which shall apply to the Executive Director as the Board determines – the Executive Director shall receive those benefits, as adopted by the County and as may be amended from time to time, afforded to comparable employees of James City County – the fiscal agent for WATA. This includes, but is not limited to, health insurance, retirement, life insurance, sick leave, and holidays.
- 3.2 The Executive Director shall be entitled to reimbursement of ordinary and reasonable expenses incurred in the course of performance of the services and duties of the Executive Director position. This includes, but is not limited to, attendance at professional meetings or conferences, if such expenses are within applicable budget limits, and after submitting appropriate vouchers for approval to the Board.

#### Article Four: Personnel Policies

- 4.1 Until such time as the Board establishes its own personnel policies for WATA staff, James City County's Personnel Policies and Procedures Manual or any other and/or additional policies adopted by the Board shall govern.
- 4.2 The Executive Director shall administer personnel policies with regard to all other WATA staff members.
- 4.3 As the chief administrative officer of WATA, the Executive Director shall be accountable to the Board for the administration of personnel policies. Where a County department manager has authority to make decisions under the County personnel policies, the Executive Director shall have the same authority for WATA.

#### Article Five: Termination

- 5.1 WATA may terminate the Executive Director's employment for substantial non-compliance with the terms of this Contract, the personnel policies and procedures, or any policy or procedure adopted by the Board, as determined by the Board. WATA shall

provide the Executive Director with written notice specifying the reason for termination. The Executive Director may have a reasonable period of time, as determined by the Board, to cure the specified non-compliance. In the event the Executive Director fails to cure the specified non-compliance within the period of time set by the Board, the termination shall be effective immediately. Should the Executive Director be terminated for substantial non-compliance with the terms of this Contract or any policy or procedure adopted by the Board, the Executive Director shall be entitled to accrued vacation and sick leave pay as provided for according to personnel policies and procedures.

5.2 WATA may terminate the Executive Director's employment for any reason, excluding that discussed in Section 5.1 of this Contract.

5.2.1 If such termination occurs before the first annual evaluation has been completed, the Board shall give thirty days written notice to the Executive Director. During the thirty day period, the Executive Director shall continue to be entitled to all compensation as provided in this Contract for the thirty day period so long as the Executive Director continues to carry out the duties and responsibilities set forth in this Contract. At the end of the thirty day period, the Executive Director's employment with WATA shall cease and the Executive Director shall be entitled to accrued vacation and sick leave pay as provided for according to personnel policies and procedures.

5.2.2 If such termination occurs after the Board renews this Contract in August, 2009, the Executive Director shall be entitled to severance compensation, in lieu of accrued vacation and sick leave pay. The Executive Director shall be entitled to one month of severance pay for each full year of service, with March \_\_\_\_, 2006 being the Executive Director's first day of service. In no event shall the amount of severance pay provided herein exceed six months of salary.

5.3 The Executive Director may terminate his employment for any reason by giving thirty days written notice to the Board. During the thirty day period, the Executive Director shall continue to be entitled to all compensation as provided in this Contract for the thirty day period so long as the Executive Director continues to carry out the duties and responsibilities set forth in this Contract. At the end of the thirty day period, the Executive Director's employment with WATA shall cease and the Executive Director shall be entitled to accrued vacation and sick leave pay as provided for according to personnel policies and procedures.

#### Article Six: General Provisions

- 6.1 The Executive Director shall not disclose, during or after his employment, any confidential information and/or documents of WATA.
- 6.2 This Contract shall be governed by, and construed according to, the laws of the Commonwealth of Virginia.
- 6.3 Words of gender shall be interpreted to include the other gender, and vice versa. Words in the singular shall be interpreted to include the plural, and vice versa.

- 6.4 The titles of each Article are inserted only as a matter of convenience and for reference purposes. In no way do such titles define, limit, or describe the scope or intent of this Contract; nor in any way affect it.
- 6.5 No delay or failure on the part of any party in exercising any rights under this Contract and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights under this Contract.
- 6.6 This Contract contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the subject matter. Any waiver of default hereunder shall not be deemed a waiver of any subsequent default.
- 6.7 This Contract may be changed or amended only with the written consent of both parties.
- 6.8 If any provision of this Contract, for any reason and to any extent, is found invalid or unenforceable, the remainder of this Contract shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.9 The Executive Director may not assign this Contract. This terms and provisions of this Contract shall be binding upon and inure to the benefit of all parties and their respective legal representatives, heirs, permitted successors, and permitted assigns.
- 6.10 Any notice to be given under this Contract shall be given to the following:

To: WATA Administrative Offices  
Penske Bus Service Center  
7239 Pocahontas Trail  
Williamsburg, VA 23185

To: Mark D. Rickards  
5215 Center Street, Unit 402  
Williamsburg, VA 23188

The parties have indicated their approval of this Contract by their signatures below:

**WILLIAMSBURG AREA TRANSIT AUTHORITY**

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Jodi M. Miller, WATA Board Chair

**EXECUTIVE DIRECTOR**

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Mark D. Rickards

**Approved as to Form:**

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Counsel for WATA