

Montgomery County Board of Commissioners

Resolution 2021-28

A RESOLUTION APPOINTING COUNTY ENGINEER AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Engineer and approve an employment agreement for the County Engineer;

AND WHEREAS, the Board finds that it should appoint James Peck as County Engineer;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that James Peck is hereby appointed County Engineer.

IT IS FURTHER RESOLVED that the employment agreement for Peck, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 28th day of December, 2021.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

**2022 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY ENGINEER**

THIS AGREEMENT made by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and James Peck (hereinafter referred to as “Peck”) is to witness that:

WHEREAS, the Board of Commissioners wish to re-appoint James Peck as County Engineer for the 2022 calendar year;

AND WHEREAS, the Commissioners desire to renew Peck’s contract for employment as the Montgomery County Engineer, and Peck desires to serve as County Engineer in 2022;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: The Commissioners hereby agree to employ James Peck as County Engineer for a term beginning on January 1, 2022 and ending December 31, 2022, subject to the reservation by the Commissioners of the right to terminate the employment of Peck as provided for in Paragraph 4.
2. DUTIES: Peck’s duties shall include all those identified in his job description and all other tasks assigned by the Commissioners.
3. SALARY: Peck’s salary, during the term of this contract, shall be as follows:
 - a. An annual salary of One-hundred and one thousand eight hundred seventy-six Dollars (\$101,876). The portion of this annual salary payable at the same time other county employees are paid.
 - b. The County Engineer’s salary is subject to appropriation by the

Montgomery County Council. Payment shall be made with the same frequency that the other County employees are paid.

c. The County Engineer will receive the same benefits as other County employees, except as noted in this agreement. In addition, Peck will be entitled to _____ hours of Paid Time Off (PTO) during the term of this agreement.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Peck is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Peck's employment with or without cause as follows:

i. For Cause: In the event Peck fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Peck's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Peck's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Peck's employment without cause by providing to Peck written notice of the termination with the effective date thereof at least thirty (30)

days after the date of the written notice. Peck shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

- b. Termination by Peck: Peck may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME: Peck is not entitled to compensatory time nor overtime as provided in the Montgomery County Employee Personnel Manual, and he is considered a salaried employee and he is entitled to the same benefits provided to other County Employees except compensatory time and overtime.

6. REPORTING REQUIREMENTS: Peck shall directly report to the County Administrator.

7. COUNTY VEHICLE: Because Peck will be expected to answer calls and perform services at all hours, he shall be entitled to the use of a County motor vehicle to perform these services. He will also have the right to take the vehicle home in order to expedite his response in the event he is called to work during his off hours. Peck shall not use the vehicle for personal use unless such use is unavoidable due to the demands of the job. If Peck is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Peck shall submit monthly itemized statements and claim vouchers for this additional remuneration.

8. OFFICE HOURS: Peck shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 7:30 a.m. to 4:00

p.m., Monday through Friday, or as otherwise directed by the
Commissioners.

9. GENERAL TERMS: Peck shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

10. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 28th day of December, 2021.

ENGINEER

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

James Peck

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor