

EMPLOYMENT AGREEMENT FOR CITY ATTORNEY

THIS AGREEMENT is made this ___ day of _____, 2023, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “City”), acting by and through its ACTING CITY MANAGER (“City Manager”) with the advice and consent of CITY COUNCIL (hereinafter referred to as “Council”), and, JACOB P. “JAY” STROMAN IV (hereinafter referred to as “Employee”).

RECITALS

The parties recite and declare:

1. The City is in need of the services of a person possessing the skills and ability required to be the City Attorney; and
2. Employee, through education, necessary licensing, and experience, is admitted to the practice of law in the Commonwealth of Virginia and possesses the requisite skills to perform these duties; and
3. The City Manager desires, therefore, with the advice and consent of the Council, to appoint and employ Employee as City Attorney for the City by appointment of and under the direction of the City Manager, pursuant to Charlottesville City Charter § 5.01 and Charlottesville City Code § 2-211.

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

SECTION ONE Employment

City Manager appoints and employs Employee as the City Attorney of the City of Charlottesville, effective as of July 1, 2023 (hereinafter “Effective Date”) and Employee accepts and agrees to this appointment and employment.

SECTION TWO Governing Law

This agreement and the employment of Employee as City Attorney shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended; the Charter (including specifically § 5.01) and Code of the City of Charlottesville, Virginia (including specifically § 2-211, et seq.); policies adopted by City Council and City Manager; and provisions of the City’s personnel policies and procedures to the extent not altered by this Agreement.

SECTION THREE

Duties

1. Employee shall perform all statutory responsibilities set forth in the *Code of Virginia* (1950), the City Charter, City Code, ordinances and resolutions of the City of Charlottesville, and policies, rules or regulations adopted by the Council or City Manager, as all may be amended from time to time. Employee shall be under the general direction and control of the City Manager.
2. Employee shall also be responsible to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign. The Council, by action of a majority of the elected members of the Council, may fix any other duties and responsibilities upon the position of City Attorney. All duties, functions and responsibilities shall not be inconsistent with the provisions of this Employment Agreement, law and legal professional responsibility.
3. Employee shall remain in the exclusive employ of the City and devote all of the Employee's working time, attention, knowledge and skills solely to the interests of the City, and the City shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee. Employee shall not engage in the private practice of law. The term "Employee's working time" shall not be construed to include Employee's annual and compensatory time off.
4. Employee shall be subject to and comply with the rules and standards of conduct specified with the City's Personnel Regulations which are not inconsistent with this Agreement, including but not limited to City Policies regarding the code of ethics and conflicts of interest, non-discrimination, harassment/sexual harassment, retaliation and fraud.

SECTION FOUR

Place of Employment

The duties and functions required of Employee under this Agreement shall be rendered at City Hall, located at 605 E. Main St, Charlottesville, VA 22902, and such other place or places as City Manager shall in good faith require or as the interests and needs of the City Manager shall require.

SECTION FIVE

Term of Agreement

- A. Employee is employed as of the Effective Date and until terminated by City Attorney or City Manager with the concurrence of the City Council, in accordance with the provisions set forth at Paragraphs D and E of this

Section with the understanding that Employee is appointed and engaged by the City Manager at will and that Employee is removeable at any time by City Manager with the concurrence of Council. Employment pursuant to this Agreement may be terminated at any time with or without cause in accordance with this Section.

- B. Termination of Employment by Employee. 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 City Manager and the Mayor of the City at least sixty (60) days prior to effective date of resignation unless the City Manager and Employee otherwise agree in writing to a shorter period of advance notice.
- C. Termination of Employment by City Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager to terminate the employment of Employee at any time with the concurrence of Council, subject to the provisions set forth herein.
- E. In the event City Manager terminates Employee's employment without cause, as set forth below, the City shall, as severance, pay to Employee a lump sum cash payment which payment shall be equal to three months' worth of salary in the first six months of service, increasing to six months' worth of salary thereafter.

Should Employee's employment be terminated for cause, the City shall have no obligation to pay any sums otherwise provided under this Section. "For cause" is specifically defined herein as Employee's (i) malfeasance or misfeasance in office; (ii) legal malpractice proximately caused by the Employee resulting in damages to the City; (iii) violation of legal ethics punished by a public reprimand or suspension of license by the Virginia State Bar; (iv) inability to lawfully practice law in the Commonwealth of Virginia; (v) conviction of a felony or a crime of moral turpitude; or (vi) illegal act involving personal gain to Employee.

SECTION SIX Salary

City Council shall pay Employee, and Employee shall accept from City Council, an annual salary of \$208,665 payable on the same schedule as that for payroll for City employees. The City will deduct or withhold any taxes, FICA, or other deductions that the Employee is legally required to pay. Employee's salary may be adjusted from time to time by amendment of this Agreement or as otherwise agreed by the parties. Notwithstanding the foregoing, at no time shall such salary be less than that stated herein. On each July 1 for the term of this agreement while the Employee remains employed with the City, the Employee's salary shall increase by the same percentage as any across-the-board cost of living or other pay increases approved by City Council within its operating budget for all regular full-time, non-unionized (Unaffiliated) City

employees. If the Employee is at the maximum (top) of their pay range, they may instead receive a lump sum payment equal to the percentage of increase that would have been applied to the base annual salary for that year. Employee's salary shall be in full compensation for all services.

This position is classified as exempt from overtime provisions under the FLSA. Employee shall not be entitled to any compensatory time and/or overtime pay regardless of the number of hours worked within the pay period. The position is exempt from access to the City grievance procedure.

SECTION SEVEN Performance Evaluations

- A. City Manager shall annually review and evaluate the performance of Employee, with the advice of Council. Said evaluation shall occur on or before June 30 of each year and shall be based on and in accordance with specific criteria developed jointly by City Manager and Employee. Said criteria may be changed from time to time by City Manager, in consultation with Employee. City Manager shall provide Employee with a written summary of the evaluation findings and provide an adequate opportunity for Employee to discuss the evaluation.
- B. Annually, prior to the evaluation required above, City Manager, in consultation with Employee, shall establish goals and performance objectives which they determine necessary for the proper execution of Employee's responsibilities as provided herein and under law.
- C. City Manager may increase the compensation of Employee upon completion of its annual performance evaluation provided for pursuant to this Section 7, subject to appropriation by Council. Increases in Employee's compensation will be based on successful performance attainment of goals as documented by the Employee and approved by the City Manager.

SECTION EIGHT Benefits

- A. Employee shall be eligible for health, vision and dental insurance coverage and all other employee benefits generally available to City employees pursuant to terms applicable to the general city workforce. All benefits offered by the City to employees including department heads such as Employee are subject to modification at any time by the City.

Employee shall accrue vacation and sick leave on a biweekly basis. Vacation accrual is based on length of service. Employee's starting accrual rate for vacation (annual) leave will be 4.62 hours per pay period.

Employee will accrue 4.62 hours of sick leave per pay period. Neither sick nor vacation leave can be used until it is accrued.

Employee shall be eligible for the same City-paid holidays as the general non-unionized, (Unaffiliated) full-time, benefits eligible employees.

Employee shall receive benefits expressly identified in the offer letter dated May 19, 2023, signed by Employee on May 20, 2023, and consistent with other department heads, also be provided with eighty (80) hours of annual (paid) administrative leave at the start of each calendar year, which shall not accrue or carryover.

SECTION NINE

Membership Dues, Subscriptions, and Continuing Education

- A. City Manager and Council agree to budget and to pay for registration fees, travel and subsistence expenses of Employee continuing legal education and other training that is necessary for continued licensure and professional development, which the parties agree is good for the City.
- B. City Manager and Council agree to budget funding for professional licensing fees, professional organization dues and subscriptions necessary for Employee's full participation in associations and organizations necessary or desirable for Employee's training and continued professional education, participation, growth, and advancement, which the parties agree is good for the City.
- C. City Council 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 legal education and professional development of Employee, which the parties agree is good for the City.

SECTION TEN

Modification

Any amendment, modification, or waiver of this Agreement or of any covenant, condition or provision of it shall not be valid unless in writing executed by all parties.

SECTION ELEVEN

Entire Agreement; Severability

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 City Council or Employee other than those contained in this Agreement.

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.

IN WITNESS THEREOF, the Charlottesville City Manager has signed and executed this Agreement, City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this Agreement, to be effective as of the Effective Date provided above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures for Employment Agreement for City Attorney:

CITY MANAGER:

City Manager

Name: _____

CITY COUNCIL,
CITY OF CHARLOTTESVILLE, VIRGINIA:

By _____
Mayor

JACOB P. "JAY" STROMAN IV:

Employee