

## **EMPLOYMENT AGREEMENT FOR CITY ATTORNEY**

THIS AGREEMENT is made as of this 2nd day of June, 2025, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "City"), acting by and through its ACTING CITY MANAGER ("City Manager") with the approval of CITY COUNCIL (hereinafter referred to as "Council"), and, JOHN MADDUX ("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 is currently employed at-will as the Managing Director of the City Attorney's Office; and
3. Employee, through education, necessary licensing, and experience, is admitted to the practice of law in North Carolina and New York, and possesses the requisite skills to perform these duties; and
4. Employee's application for admission to practice law in the Commonwealth of Virginia has been accepted, and upon his swearing in by the Virginia Supreme Court, he will be fully licensed to practice law within the Commonwealth of Virginia; and
5. Employee is currently scheduled to be sworn in by the Virginia Supreme Court on June 4, 2025; and
6. The City Council desires, with the recommendation of the City Manager, to appoint and employ Employee as City Attorney for the City, pursuant to Charlottesville City Charter § 5.01, Charlottesville City Code § 2-211, and Va. Code § 15.2-1542; *provided that* Employee obtains a license to practice law in the Commonwealth of Virginia, including membership into the Virginia State Bar no later than the Effective Date of this Agreement (defined below).

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, City Council and Employee agree as follows:

### **SECTION ONE** **Employment**

The City Manager, with the advice and consent of City Council, hereby appoints and employs Employee as the City Attorney of the City of Charlottesville, commencing on and effective as of June 6, 2025, (hereinafter "Effective Date") and Employee accepts and agrees to this appointment and employment. The parties agree that Employee shall obtain a license to practice law in the Commonwealth of Virginia and membership with the Virginia State Bar,, no later than the Effective Date (collectively, the "Full Virginia Licensure").

## 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 devote his full time and attention to the position of City Attorney as of the Effective Date. After Employee attains Full Virginia Licensure, 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. Until Employee attains Full Virginia Licensure, Employee's job duties as Managing Director of the City Attorney's Office shall not include the practice of law.
3. As of the Effective Date, 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.

4. 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.
5. 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 shall be appointed and employed as City Attorney as of the Effective Date and until terminated by City Council, upon the recommendation of the City Manager, pursuant to Charlottesville City Code § 2-211 and Va. Code § 15.2-1542, in accordance with the provisions set forth at Paragraphs D and E of this Section with the understanding that Employee is appointed and engaged as an at-will employee of the City, serving at the pleasure of City Council and reporting on a daily basis to the City Manager and that Employee is removeable at any time by the City, upon the recommendation of the City Manager and the approval 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 the effective date of resignation unless the City Manager and Employee otherwise agree in writing to a shorter period of advance notice. City

Manager may pay Employee's then-current annual base salary for any remaining portion of this notice period in lieu of requiring Employee to remain in active employment.

- C. Termination of Employment by City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee at any time, with or without cause, with the review and recommendation of the City Manager, and the approval of City Council, subject to the provisions set forth herein.
- D. Termination Without Cause. In the event the City terminates Employee's employment without cause, as approved by City Council, with the review and recommendation of the City Manager, and upon the conditions set out below, the City shall, as severance, pay to Employee a lump sum cash payment, subject to all withholdings required by federal and state law, 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. As a condition precedent to Employee receiving any severance for a termination without cause, at the time termination without cause is contemplated, the Parties shall negotiate and agree to terms of release of any and all claims against the City to the fullest extent permitted by law.
- E. Termination With Cause. Should Employee's employment be terminated for cause, as approved by City Council, with the review and recommendation of the City Manager, the City shall have no obligation to pay any severance 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 the Virginia Professional Rules of Responsibility that is 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, Class 1 misdemeanor, or a crime of moral turpitude; (vi) illegal act involving personal gain to Employee; (vii) material breach of this Agreement; or (viii) engagement in the unauthorized practice of law prior to Employee's attainment of Full Virginia Licensure.

## SECTION SIX

### Salary

City Council shall pay Employee, and Employee shall accept from City Council, a base annual salary of **\$205,000.00** payable in installments, by direct

deposit, 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 Fair Labor Standards Act. 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, pursuant to Va. Code § 15.2-1507(3).

## SECTION SEVEN

### Performance Evaluations

- A. The 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 the 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, the City Manager, in consultation with Employee, shall establish goals and performance objectives that they determine necessary for the proper execution of Employee's responsibilities as provided herein and under law.
- C. The City Manager may increase the compensation of Employee upon completion of Employee's annual performance evaluation provided for pursuant to this Section 7, subject to approval and appropriation by City 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, except as provided in this Agreement, which shall control in the event of a conflict. All benefits offered by the City to employees including department heads such as Employee are subject to modification at any time by the City and shall be subject to the governing plan documents for each benefit.
- B. Employee shall accrue paid 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, which is 3 weeks annually.
- C. Employee will accrue 4.62 hours of paid sick leave per pay period. Neither sick nor vacation leave can be used until it is accrued. Accrued, unused vacation leave shall be paid upon Employee's termination pursuant to the City's policies and procedures at the time of termination.
- D. Employee shall be eligible for the same City-paid holidays as the general non-unionized, (Unaffiliated) full-time, benefits eligible employees.
- E. Consistent with other department heads, Employee shall also be provided with eighty (80) hours of paid annual administrative leave at the start of each calendar year, which shall not accrue or carryover.
- F. Employee shall receive other benefits expressly identified in the offer letter dated April 25, 2025, signed by Employee on April 29, 2025, subject to the governing plan documents of each identified benefit. See **Addendum A**. The parties agree that the offer letter is not, by itself, an agreement of employment and is informational only.

## SECTION NINE

### Membership Dues, Subscriptions, and Continuing Education

- A. The City Manager and City Council agree to budget and to pay for registration fees, travel and subsistence expenses of Employee's 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. The City Manager and City Council agree to budget funding for professional licensing fees, professional organization dues and subscriptions reasonably necessary for Employee's full participation in associations and organizations that are reasonably 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. The City Council hereby agrees to budget for and to pay the reasonable 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.
- D. Employee shall follow all City policies and procedures to obtain reimbursement of such membership dues, subscriptions, and continuing education that has been budgeted or otherwise approved in advance by City Manager and Council.

#### SECTION TEN General Provisions

- A. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the federal or state courts located within the jurisdiction of the City of Charlottesville Circuit Court, and the parties hereby consent to the personal jurisdiction and venue of such courts.
- B. In the event of any dispute, claim, or legal action arising out of or related to this Agreement, each party shall bear their own attorney's fees, court costs, and other legal expenses incurred in connection with such dispute, claim, or legal action, whether incurred before or after the commencement of formal legal proceedings. 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 the City or Employee other than those contained in this Agreement.
- C. 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 herein, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- D. The failure of either party to enforce any provision of this Agreement or to

exercise any right or remedy provided herein shall not be construed as a waiver of such provision, right, or remedy, unless such waiver is in writing and signed by the waiving party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

- E. 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.
- F. This Agreement is personal to Employee and may not be assigned by Employee; this Agreement shall be binding upon and inure to the benefit of the heirs at law, administrators, and executors of Employee.
- G. The headings of this Agreement are for the convenience of the parties only, and the recitals of this Agreement are hereby incorporated as if restated herein.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- I. This Agreement shall become effective upon approval of City Council and the execution by both parties.

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.

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Signatures for Employment Agreement for City Attorney:

CITY MANAGER:

\_\_\_\_\_  
City Manager

Name: \_\_\_\_\_

CITY COUNCIL,  
CITY OF CHARLOTTESVILLE, VIRGINIA:

By \_\_\_\_\_  
Mayor

JOHN MADDUX

\_\_\_\_\_  
Employee

ATTEST AS TO FORM:

\_\_\_\_\_  
City Attorney, Sands Anderson PC

## **ADDENDUM A**

[Insert the signed City Attorney Offer Letter dated April 25,2025.]