

ALEXANDRIA CITY MANAGER EMPLOYMENT AGREEMENT
TABLE OF CONTENTS

Introduction	
Section 1: Term	P.1
Section 2: Duties and Authority	P.1
Section 3: Compensation	P.1
Section 4: Health, Disability and Life Insurance Benefits	P.1
Section 5: Vacation, Sick and Other Leave	P.1
Section 6: Automobile	P.2
Section 7: Retirement	P.2
Section 8: General Office Expenses	P.2
Section 9: Termination	P.3
Section 10: Severance	P.4
Section 11: Resignation	P.4
Section 12: Performance Evaluation	P.4
Section 13: Hours of Work	P.4
Section 14: Outside Activities	P.4
Section 15: Moving and Relocation Expenses	P.4
Section 16: Insurance	P.5
Section 17: Bonding	P.5
Section 18: Notices	P.5
Section 19: General Provisions	P.6

Introduction

This Agreement, is made and entered into this 14th day of October 2011, by and between the City of Alexandria, a municipal corporation of Virginia, (hereinafter called "Employer") and Rashad M. Young, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from October 14, 2011 until terminated by the Employer or Employee as provided in section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ at the pleasure and will of the Alexandria City Council, and Rashad M. Young agrees to serve, as City Manager to perform the functions and duties specified in Chapter 4 of the Alexandria City Charter and by the Code of the City of Alexandria, Virginia, 1981, as amended, and to perform such other duties and functions as may be permitted or required by law.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$245,000, payable in installments at the same time and manner that the other general schedule employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided pursuant to Subsection C.

C. This annual base salary may be increased by Council each year, in an amount to reflect the increase in cost of living, beginning in the fiscal year starting July 1, 2012, and in an amount established by Council to provide a merit increase based upon satisfactory evaluation, beginning in the fiscal year starting July 1, 2013.

D. Deferred Compensation: Employer agrees to pay on Employee's behalf \$10,000 annually, commencing in calendar year 2012. Such payment shall be made no later than January 15 each year, into a deferred compensation plan administered by the ICMA Retirement Corporation under the provisions of Section 457 of the Internal Revenue Code.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide disability, life and health insurance coverages to Employee on the same terms and conditions as these coverages are provided to general full-time City employees.

Section 5: Vacation, Sick and Other Leave

A. Upon commencing employment, the Employee shall be credited with 30 days sick leave and 20 days annual leave. The Employee shall then accrue sick and annual leave at the

maximum rate provided for general full-time City employees, and shall be entitled to other leave as provided to other general full-time City employees.

B. Upon commencing employment, the Employee shall have access to a bank of 90 days sick leave to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence, until such time as the Employee has accrued 90 day of sick leave.

C. The Employee is entitled to accumulate annual leave without regard to any "use or lose" or other limitation, and will, in the event this employment is terminated either voluntarily or involuntarily, be compensated for unused leave in accordance with the policies applicable to other general full-time City employees.

Section 6: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$600 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Alexandria area. For purposes of this Section, use of the car within the greater Alexandria area is defined as travel to locations within a 50 mile radius of Alexandria City Hall. The vehicle shall be subject to approval by the Employer, which shall not be withheld without good cause.

Section 7: Retirement

The Employer agrees to enroll the Employee into the Virginia Retirement System (VRS) and Employer's Supplemental Retirement Plan on the same terms and conditions (including at the same City contribution rates) as provided for general full-time City employees. The total compensation paid pursuant to Section 3 shall be used in calculating the City's contribution to the VRS and Employer's Supplemental Plans, as well as in calculating the benefits under such plans.

Section 8: General Office Expenses

A. Employer agrees, subject to the annual budget process, to include funding for professional dues and subscriptions of the Employee for continuation and full participation in national, regional, state, and local associations, and organizations reasonably necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees, subject to the annual budget process, to include funding for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue the professional development of Employee and to pursue official functions

for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees, subject to the annual budget process, to include funding for reasonable tuition, travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain general expenses of a non-personal but job related nature may be incurred by Employee, and agrees to reimburse or to pay said general expenses, in accordance with generally applicable City policies and procedures.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer agrees, subject to the annual budget process, to include funding for reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

A. The majority of the Alexandria City Council votes to terminate the Employee at a duly authorized public meeting.

B. If the Alexandria City Council or Virginia General Assembly acts to amend any provisions of the Alexandria City Charter or City Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Alexandria City Council reduces the base salary, compensation or any other financial benefit of the Employee, without due cause as defined in Section 10, unless such reduction is applied in no greater percentage than applied to full time city employees generally, such action constitute a breach of this agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, at the suggestion of a majority of the Alexandria City Council that the Employee resign or face termination, then the Employee may declare a termination as of the date of the suggestion.

E. Breach of this contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 10: Severance

If the Employee is terminated as defined in Section 9, the Employer will negotiate in good faith a reasonable severance agreement with Employee, which will include a severance payment in an amount not less than one-half, and not more than one full year's total compensation pursuant to Section 3 at the then current rate; provided, however, that if the Employee is subject to be terminated for due cause, then the Employer is not obligated to pay severance under this section. "For due cause" shall consist of the standards for removal from office that are set out in Virginia Code Sections 24.2-231 and 24.2-233.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 90 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

The Alexandria City Council shall annually review the performance of the Employee in June, subject to the process established by Council for performance reviews of Council appointees.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities.

Section 15: Moving and Relocation Expenses

A. Employee agrees to establish residence within the corporate boundaries of the City of Alexandria on or before January 31, 2012, and thereafter to maintain his residence within such boundaries.

B. Employer shall pay directly for the reasonable expenses of moving Employee and his family and personal property from Greensboro, NC to Alexandria, VA. Said moving expenses include packing, moving, storage costs, unpacking and insurance charges.

C. The Employer shall reimburse Employee for actual lodging and meal expenses incurred by Employee or his family members on any trips conducted prior to Employee's establishment of a residence in Alexandria.

D. Employer shall pay for Employee's temporary housing and related expenses from December 12, 2011 through December 31, 2011. Employer shall pay Employee a housing

allowance in the amount of \$3,000 net as additional compensation for a period of 18 months beginning January 1, 2012. Employee may, at his discretion, elect to begin receiving the housing allowance beginning December 12, 2011 should he decline to utilize temporary housing as described above. The housing allowance may be used to offset the actual cost of housing expenses in Alexandria or can be received and used as a lump sum to offset the selling expense or cover the loss incurred in the sale of the Employee's primary residence. The Employer shall pay directly or reimburse Employee for the expenses of packing and moving from temporary housing in Alexandria to permanent housing in Alexandria for himself and his family during the first 24 months of this agreement.

E. The Employer shall reimburse the Employee for any income tax liability arising from benefits provided under this Section 15.

Section 16: Insurance

The Employee is "City Officer" as defined under the City of Alexandria Self-Insurance Program, adopted by Resolution No. 1749, and as such will be afforded general liability (including motor vehicle liability) coverage, uninsured and underinsured motorist coverage, and workers' compensation coverage, for claims arising during Employee's tenure as City Manager.

Section 17: Bonding

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

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To Employer: Cheryl Orr, Director of Human Resources
301 King Street, Suite 2510
Alexandria, Virginia 22314

With a copy to

James L. Banks, Jr., City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

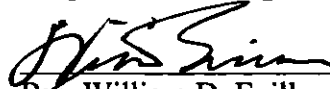
To Employee: Rashad M. Young


Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United State Postal Service.

Section 19: General Provisions

- A. **Integration:** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective upon execution. Employer and Employee hereby agree that Employee shall commence his status as City Manager on December 12, 2011.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

The City of Alexandria, a municipal Corporation of Virginia, Employer


By: William D. Euille


Rashad M. Young, Employee

Signed by Mayor and Rashad Young at Special Council Meeting on October 24, 2011

6:00 p.m.
Chief DOM
10-25-11