

A special meeting of the Board of Supervisors of Albemarle County, Virginia, was held on October 26, 2017, at 3:45 p.m., in the Lane Auditorium of the County Office Building on McIntire Road, Charlottesville, Virginia. This meeting was called by the Chair, Ms. McKeel, for the purpose of allowing a quorum of Board members to convene an open meeting, to act on an Amended Resolution Appointing the County Executive, to Change the Effective Date of the Appointment from November 6, 2017 to October 30, 2017.

PRESENT: Mr. Norman G. Dill, Ms. Ann Mallek, Ms. Diantha H. McKeel, and Mr. Rick Randolph.

ABSENT: Mr. Brad Sheffield and Ms. Liz A. Palmer,

OFFICERS PRESENT: Deputy County Attorney, John C. Blair, II, and Clerk, Claudette Borgersen.

Agenda Item No. 1. Call to Order. The meeting was called to order at 3:49 p.m., by the Chair, Ms. McKeel.

Agenda Item No. 2. **Action:** Amended Resolution Appointing the County Executive, to Change the Effective Date of the Appointment from November 6, 2017 to October 30, 2017.

Ms. Mallek offered **motion, seconded** by Mr. Dill, to adopt the proposed Amended Resolution Appointing the County Executive, to Change the Effective Date of the Appointment from November 6, 2017 to October 30, 2017. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Randolph, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

ABSENT: Ms. Palmer and Mr. Sheffield.

AMENDED RESOLUTION APPOINTING THE COUNTY EXECUTIVE

BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia (the "Board"), that Jeff Richardson ("Richardson") is hereby appointed the County Executive for the County of Albemarle, Virginia pursuant to Virginia Code § 15.2-509, and this appointment, originally to be effective on and after November 6, 2017, shall be effective on and after October 30, 2017; and

BE IT FURTHER RESOLVED that Richardson shall serve as County Executive at the pleasure of the Board and for an indefinite tenure pursuant to Virginia Code § 15.2-510; and

BE IT FURTHER RESOLVED that Richardson shall have the statutory powers and duties set forth in Section 15.2-516 of the *Code of Virginia* (1950), as amended, and any other powers and duties set forth in any other sections of the *Code of Virginia* (1950), as amended; the powers and duties delegated or imposed by the Albemarle County Code or a duly adopted motion, resolution, or uncodified ordinance of the Board; and the power and duty to develop and recommend personnel and other policies and revisions to the Board; and

BE IT FURTHER RESOLVED that the Board hereby approves the First Amended County Executive Employment Agreement between the Board and Richardson and authorizes the Chair to execute the Agreement on behalf of the Board once it has been approved as to form by the County Attorney.

FIRST AMENDED COUNTY EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 30th day of October, 2017 by and between the Albemarle County Board of Supervisors, hereinafter "Employer" and Jeff Richardson, hereinafter "Employee."

RECITALS

- R-1** Employer is in need of the services of a person possessing the skills and ability required to be the County Executive; and
- R-2** Employee, through education and experience, possesses the requisite skills to perform these duties; and
- R-3** Employer desires, therefore, to engage the services of Employee as County Executive under the direction of the Employer, pursuant to the authority vested in Employer by Section 15.2-509 of the *Code of Virginia* (1950), as amended; and
- R-4** The parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics, but the provisions of that Code are in no way incorporated into this Agreement; and
- R-5** The parties entered into the County Executive Employment Agreement, dated September 8, 2017, which provided that Employee's term of employment would begin on November 6, 2017;

Employee is now able to begin his term of employment on October 30, 2017 and the parties therefore desire to amend Section 2(A) of the Agreement accordingly.

TERMS AND CONDITIONS

For reasons set forth above and in consideration of the mutual promises of the parties, Employer and Employees agree as follows:

1. Employment

Employer employs Employee as the County Executive of Albemarle County, and Employee accepts and agrees to this employment under the terms and conditions of this Agreement.

2. Terms of Employment

Employee's terms of employment with Employer are as follows:

- A. *Initial Term.* Employee's term of employment pursuant to this Agreement shall begin on October 30, 2017. This Agreement shall remain in full force from the date of this Agreement until Employer terminates Employee, Employee is deemed terminated, or Employee resigns, as provided in this Agreement.
- B. *Exclusive Employment.* At all times, Employee shall be in the exclusive employ of Employer and devote all of his working time, attention, knowledge, and skills solely to the interests of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee. The term *working time* does not include any time while Employee is on annual leave.
- C. *Performance.* Employee shall diligently exercise his powers and perform his duties established in Section 3 in a professional manner, in good faith, and according to the ICMA Code of Ethics (although the Code of Ethics is not incorporated into this Agreement).
- D. *Right of Employer to Balance Its Needs With Employee's Professional Development.* Employer reserves the right to determine whether Employee is devoting the appropriate amount of time to professional development and may review and direct Employee to balance the amount of time deemed necessary for his professional development against the other needs of Employer.
- E. *County Residence Required.* Employee shall establish within 90 days after the date of this Agreement and thereafter maintain a permanent residence in Albemarle County. *Permanent residence* means Employee's purchase or lease of a residential dwelling unit and the occupancy of that dwelling no less than 75% of the time during an average work week while in the active employment of the County.
- F. *End of Employment by Termination or Resignation.* Employee's employment by Employer may end as follows:
 1. *Right of Employer to Terminate.* The Employee acknowledges that, pursuant to Section 15.2-510 of the *Code of Virginia* (1950), as amended, he may be removed at the pleasure of Employer. The right of Employer to terminate includes the right to do so if Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of 12 successive weeks. Employer's action to terminate Employee shall be by the affirmative vote of a majority of those members of Employer present and voting in an open meeting.
 2. *Other Acts When Employee Deemed Terminated.* Employee is deemed terminated in the following circumstances:
 - a. *Employee's Resignation at Request of Employer.* If Employee resigns following a closed meeting of Employer at which a majority of the members present request in writing that he resign, then Employee shall be deemed terminated on the date of the Board's request for purposes of Section 8.
 - b. *Employer's Failure to Comply with Terms of Agreement; Deemed Terminated at Option of Employee.* If Employer fails to comply with any provision of this Agreement that benefits Employee, the matter is not resolved within 30 days after written notice from Employee requesting Employer to comply is received by Employer and the County Attorney, and after a closed meeting discussion between Employer and Employee the matter remains unresolved, then Employee may, at his option, be deemed terminated on the date of the closed meeting discussion for purposes of Section 8. This subsection does not apply if Employee expressly consents to Employer's noncompliance.

- c. *Employer Reduces Compensation and Benefits; Deemed Terminated at Option of Employee.* If Employer reduces Employee's compensation or other financial benefits in a greater percentage than a corresponding reduction for all other management level employees of Employer, or for a reason not related to budget reductions caused by the adverse fiscal circumstances of the County, then Employee may, at his option, be deemed terminated on the effective date of the reduction for purposes of Section 8.
- 3. *Right of Employee to Resign.* Employee may resign at any time, provided that he gives written notice to Employer at least 45 days prior to the effective date of the resignation, unless Employer and Employee agree to a different effective date.
- G. *Employee's Rights and Benefits if Employer Terminates Employee, Employee is Deemed Terminated, or Employee Resigns at the Request of Employer.* If Employer terminates Employee, Employee is deemed terminated, or Employee resigns at the request of Employer, Employee's rights to benefits and compensation shall be governed under Section 8.
- H. *Governing Law.* This Agreement and the employment of Employee shall be subject to all applicable provisions of the *Code of Virginia* (1950).

3. Powers and Duties of Employee

Employee shall exercise the following powers and perform the following duties:

- A. *Statutory Powers and Duties.* The statutory powers and duties set forth in Section 15.2-516 of the *Code of Virginia* (1950), as amended, and any other powers and duties set forth in any other sections of the *Code of Virginia* (1950), as amended.
- B. *Powers and Duties Imposed by Ordinance or Other Action of the Employer.* The powers and duties delegated or imposed: (i) by the Albemarle County Code; or (ii) a duly adopted motion, resolution, or uncoded ordinance of Employer.
- C. *Developing and Recommending Policies.* Developing and recommending personnel and other policies and revisions to the Board of Supervisors for its approval.

4. Compensation

Employer shall pay and contribute the following as compensation to Employee:

- A. *Salary.* Employer shall pay Employee, and Employee shall accept from Employer, an annual base salary of \$217,000, payable in installments as provided for County employees generally.
 - 1. *Increase Based on Market Adjustment for the Position.* If Employer determines that, following Employee's annual performance evaluation, Employee's performance is satisfactory, Employer may consider increasing Employee's annual base salary. Employer may submit to Employer before September 30 of each year a survey of the market for comparable positions and localities to assist Employer's decision to consider a market adjustment to Employee's annual base salary.
 - 2. *Increase Based on Cost of Living Adjustment for All County Employees.* In addition or in the alternative to the increase provided in Section 4(A)(1), in the event that all full-time County staff receive a cost of living pay adjustment during the fiscal year, Employee shall receive the same cost of living adjustment, provided Employer determines that Employee's performance is satisfactory.
- B. *Deferred Compensation.* Employer shall contribute annually an amount equal to 10% of the amount of the Employee's annual base salary in effect at that time, payable in installments as provided for County employees' salaries, to an eligible deferred compensation program selected by the Employee. This contribution may be applied to the County's deferred compensation program (Internal Revenue Code § 457) and as a voluntary contribution to the defined contribution component (Internal Revenue Code § 401(a)) of the Hybrid Retirement Plan under the Virginia Retirement System.
- C. *Vehicle Allowance.* Employer agrees to provide the Employee an annual motor vehicle allowance of \$6,300, payable in installments as provided for County employees' salaries, for a motor vehicle that shall be used by Employee for County-related business and may also be used by Employee for personal use.
- D. *Life Insurance.* Employer agrees to provide an additional term life insurance policy for Employee that pays a benefit equal to one year of Employee's annual base salary, payable in installments as provided for County employees' salaries. The insurer shall be

a life insurance company providing supplemental term life insurance policies to County employees through the Virginia Retirement System.

5. Benefits

Employer shall provide the following benefits to Employee:

- A. *Virginia Retirement System.* Employee shall be enrolled in the Hybrid Retirement Plan under the Virginia Retirement System. The Employer will contribute the Employer's portion and the Employee will contribute the Employee's portion as provided under the Hybrid Retirement Plan.
- B. *Leave.* Upon commencing employment:
 - 1. *Annual Leave.* Employee shall be credited with 20 hours of accrued annual leave and 20 hours of accrued sick leave. In addition, Employee shall accrue annual leave at the rate an employee with 25 years or more of consecutive employment with the County would accrue.
 - 2. *All Other Forms of Leave.* Employee shall be entitled to and accrue all other forms of leave at the rate provided to full-time permanent County employees under the County's Personnel Policy Manual.
- C. *Long Term Disability.* Employee will receive long-term disability insurance provided by the Hybrid Retirement Plan under the Virginia Retirement System.
- D. *Other Benefits.* Employer shall provide to Employee all other benefits that are provided to all full-time permanent County employees under the County's Personnel Policy Manual. These benefits include, but are not limited to, medical insurance, dental insurance, and the Voluntary Early Retirement Incentive Program (VERIP) when Employee meets VERIP eligibility requirements. In addition, after completing five years of continuous service, Employee remains eligible to participate in the medical insurance plan upon termination by paying the full premium amount until age 65 or until Employee is eligible for medical insurance with another employer. This Agreement shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended, the Albemarle County Code, and any policies adopted from time to time by Employer, including the provisions of County Personnel Policy Manual, relating to leave, retirement, and life insurance contributions, holidays, and other benefits not specifically addressed in this Agreement.

6. Dues, Memberships, Education, and Meetings

Employer shall budget and pay the following for Employee:

- A. *Dues and Subscriptions in Associations and Organizations.* Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of Employer.
- B. *Travel Expenses.* Employer shall budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual conference of national, regional, state and local government groups and committees thereof which Employee serves as a member.
- C. *Professional Development Expenses.* Employer shall budget and pay for the travel and subsistence expenses of Employee's degree courses, institutes, and seminars that are necessary for his professional development and for the good of Employer.

7. Performance Evaluations

Employer and Employee shall participate in performance evaluations as follows:

- A. *Annual Performance Evaluation.* Employer shall conduct an annual performance evaluation of Employee on or before October 31 of each year that this Agreement is in effect. The evaluation shall be in accordance with the specific criteria developed jointly by Employer and Employee. The criteria may be changed from time to time by Employer, in consultation with Employee. Employer shall provide Employee with a written summary of the Employer's evaluation of Employee's performance and provide Employee an adequate opportunity to discuss the evaluation.
- B. *Employee's Annual Goals and Objectives.* Employer shall annually establish goals and performance objectives which it determines necessary for the County's proper operation and Employee's attainment of his written policy objectives.

- C. *Interim Performance Evaluations.* Employer and Employee shall meet to discuss Employee's performance if either Employer or Employee requests to meet for that purpose.

8. Compensation and Benefits Upon Severance

If Employer terminates Employee pursuant to Section 2(F)(1), or Employee is deemed terminated pursuant to Section 2(F)(2) (collectively, "severance"), the following apply:

- A. *Compensation and Health Insurance Benefits.* Employer shall pay for the continuation of all compensation provided in Sections 4(A) and (B), and medical and dental insurance benefits provided in Section 5(D), for the current month in which the severance occurs, and for 9 additional months, payable in installments as provided for County employees' salaries.
- B. *Accrued Leave.* Employer shall compensate Employee for all annual leave credited and earned up to the date of severance as provided in the County's Personnel Policy Manual.
- C. *Exception for Termination for Cause or Voluntary Resignation.* If Employer terminates Employee for cause or if Employee voluntarily resigns, Employer shall have no obligation to compensate Employee under Sections 8(A) and (B) and shall be obligated to compensate Employee for work performed and accrued unused annual leave, and provide other compensation and benefits only up to the date of termination or voluntary resignation as provided in the County's Personnel Policy Manual. If Employee was terminated because Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of 12 successive weeks as provided under Section 2(F)(1), Employer shall pay Employee for 25% of all unused accrued sick leave earned up to the date of termination. *Cause* exists for Employer to terminate Employee under this subsection if Employee is convicted of any illegal act involving personal gain to him or which causes damage to the reputation of the County or Employer, his conviction of a felony, an act of willful negligence, or his commission of any act which involves moral turpitude.

9. Moving and Relocation Expenses

Employer shall reimburse Employee for the following moving and relocation expenses:

- A. *Expenses for Travel for Meetings with County Officials Before Beginning Employment.* Employer shall reimburse Employee for the cost of hotels and meals, plus vehicle mileage, to travel from Shelby, North Carolina to Albemarle County prior Employee's first day of work for Employer to meet with County officials. To obtain reimbursement for hotels and meals, Employee shall submit to Employer receipts for all hotel and meal expenses to be reimbursed. To obtain reimbursement for vehicle mileage, Employee shall submit odometer readings. Employer will reimburse Employee for vehicle mileage at the approved County rate in effect at the time of travel.
- B. *Moving Expenses.* Employer shall reimburse Employee for the cost of moving himself and his family from Shelby, North Carolina to Albemarle County. Eligible moving expenses are packing, moving, storing during the moving process, unpacking, and insuring Employee's family's personal belongings. To obtain reimbursement for moving expenses, Employee shall obtain cost quotations from 3 moving companies and submit these quotations to Employer. Employer's representative and Employee shall consult and select the moving company. The total reimbursement by Employer to Employee under this subsection shall not exceed \$10,000.
- C. *Interim Housing Supplement.* Employer shall pay Employee an interim housing supplement of \$1,500 per month, payable in monthly installments, for up to 9 months beginning November 2017 or the month in which Employee closes on the purchase of a residence, whichever occurs first. The total payment by Employer to Employee under this subsection shall not exceed \$13,500.

10. Other Terms and Conditions

The following terms and conditions apply:

- A. *Liability Insurance.* Employer shall provide full liability insurance, in an amount at least equal to that provided for the Albemarle County Board of Supervisors and its individual members, to cover Employee against any loss from tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Executive, unless the act or omission occurring in the performance of Employee's duties involved willful or wanton conduct.
- B. *Bonds.* Employer shall pay the full cost of any fidelity or other bonds required of Employee under any law, including any County ordinance.

- C. *Amendments.* Any amendment to this Agreement shall be mutually agreed upon, stated in writing, and executed by Employer and Employee.
- D. *Failure to Enforce Not a Waiver.* The failure of either Employer or Employee to enforce, or to delay in enforcing, any term or condition of this Agreement, shall not be deemed to be a waiver of that party's right to enforce the term or condition.
- E. *Severability.* The terms and conditions of this Agreement are severable. In the event any term or condition is held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid term or condition was not part of the Agreement.
- F. *Notices.* Any notice required by this Agreement to be provided to Employer shall be in writing and delivered to the Clerk of the Board of Supervisors, County of Albemarle, 401 McIntire Road, Charlottesville, Virginia, 22902. Any notice required by this Agreement to be provided to Employee shall be in writing and delivered to Employee at his permanent residence.
- H. *Nonappropriation.* The financial obligations of Employer under this Agreement are subject to, and dependent upon, appropriations being made from time to time by Employer.
- I. *Entire Agreement.* This Agreement is the entire agreement between the parties and it supersedes the County Executive Employment Agreement dated September 8, 2017. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

IN WITNESS THEREOF, the Albemarle County Board of Supervisors has caused this Agreement to be signed and executed on its behalf by its Chair and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ALBEMARLE COUNTY BOARD OF SUPERVISORS

Diantha McKeel, Chair
Albemarle County Board of Supervisors

Jeff Richardson

Agenda Item No. 3. Adjourn.

With no further business to come before the Board, the meeting was adjourned at 3:51 p.m.

Chairman

Approved by Board
Date 01/03/2018
Initials CKB