

CITY OF CHARLOTTESVILLE

City Council

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Charles P. Boyles, II
948 Raymond Road
Charlottesville, VA 22902

January 12, 2021

Dear Mr. Boyles:

Pursuant to the City of Charlottesville Charter (1946) as amended, we are pleased to offer you the position of City Manager. This letter and its terms and conditions are subject to and conditioned upon your appointment by action taken by City Council at a meeting of Council to be held as soon as possible after your acceptance of this offer, and adoption by City Council at the meeting of a resolution ratifying the terms and conditions of this letter. If you accept this offer and are appointed as City Manager, your duties, responsibilities and powers and your removal will be governed by the Constitution of Virginia, the Charlottesville City Charter, the Code of Virginia (1950), as amended, and the Code of the City of Charlottesville (1990), as amended.

The terms and conditions of your employment as City Manager shall be as follows:

1. As City Manager, you will be paid an annual salary of \$205,000, payable in bi-weekly installments (26 pay periods per year) at the same time as other employees of the City. You will be eligible to receive the same raises in pay or cost of living salary adjustments provided to other employees of the City.
2. The City's standard benefits package for regular, full time employees includes options for annual leave, sick leave, retirement benefits, health insurance, disability insurance, or other benefits. You will be eligible to participate in or receive the benefits available to all full-time regular employees who hold senior level positions.
3. The City will reimburse you for, or pay directly, direct expenses you incur in performing services on behalf of or for the City. The City will provide you with a parking space adjacent to City Hall (either a reserved space, or a space within the Market Street parking garage, paid directly by the City) at no cost to you.
4. The City will reimburse you for, or pay directly, training, travel and subsistence expenses associated with official City business, meetings and conferences adequate to continue your professional development, and to pursue necessary official functions of the City, within annually budgeted limits.
5. The City will reimburse you for, or pay directly, professional dues and subscriptions for full participation in organizations necessary and desirable for continued professional growth and for the good of the City, within annually budgeted limits.
6. The City will bear the full cost of any fidelity or other bonds required under any law or ordinance.
7. Recognizing that the job requirements of the City Manager routinely require the use of an automobile in the conduct of official City business, you will be provided a car allowance of \$500 per month. You will also be provided a City laptop, tablet, mobile phone, and data service for each device, for City business use.

8. You will begin work on February 15, 2021. You will work with the City's Communications Director to develop a press release to be issued jointly by the City and your current employer, announcing the transition to City employment.
9. This employment contract is for an indefinite term.
10. You understand that the City Council is engaging you during a difficult period of organizational instability. City Council is employing you to commence executive and managerial changes necessary to facilitate recovery; however, you understand that it is the intention of the City Council to conduct a broader, competitive executive search at such time as City Council deems that to be in the best interests of the City government and the community we serve. Nothing in this agreement will prevent you from applying and competing for the position while you are employed in this position.
11. Termination of Employment:
 - a. **Between February 15, 2021 and February 15, 2023**, City Council may terminate your employment by giving twelve (12) months' advance written notice of the effective date of separation from employment ("Notice Period").
 - i. During the Notice Period, City Council shall not reduce your salary or benefits, and shall not change your status as a regular, full-time employee. You shall continue to be paid and to receive all City benefits required by Paragraphs 1 and 2 of this Contract;
 - ii. City Council reserves the right to appoint a different City Manager during the Notice Period. If City Council appoints a different City Manager during the Notice Period, then (A) City Council at its discretion may appoint you to an alternate professional position for which City Council is the appointing authority, or (B) the different City Manager may appoint you to an alternate professional position within the City government for which the City Manager is the appointing authority—in either case upon terms that comply with subparagraph (i), above. If you do not accept the alternate position, or if you resign the alternate position prior to the end of the Notice Period, then the City shall be relieved of all obligations under subparagraph (i), above.
 - b. City Council may terminate your employment at any time, upon giving ten (10) days' advance written notice, for malfeasance in office or if you are convicted of a criminal offense. Under these circumstances you will not be entitled to any severance pay.

If the terms and conditions of this offer are agreeable to you, your immediate written acceptance is requested. This offer is valid until noon on January 13, 2021, and we look forward to hearing from you prior to then.

Naturally, we hope that you will accept, and we look forward to working with you in the service of the City and its people.

Very truly yours,

Charlottesville City Council

Acceptance

I agree to accept appointment and employment as City Manager for the City of Charlottesville, Virginia, effective January 13, 2021, upon the terms and conditions stated in this letter. I understand that this letter and its terms and conditions are conditional upon my election by City Council and City Council's adoption of a Resolution within an open public meeting, ratifying the terms and conditions of this letter.

Date: 1/13/2021 CPB
Signature

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