

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT CHIEF OF POLICE

THIS AGREEMENT is made and entered into this 18 **day of June, 2018, by** and between the City of Charlottesville, Virginia, a municipal corporation ("City") acting by and through its City Manager, and RaShall Brackney.

WHEREAS, the City Manager desires to appoint RaShall Brackney as an employee of the City, to serve in the position of Chief of Police for the City of Charlottesville, Virginia, and pursuant to Charlottesville City Code § 20-2 the Charlottesville City Council has approved this appointment (*hereinafter, RaShall Brackney shall be referred to as the "Employee"*); and

WHEREAS it is the desire of the City and Employee to set forth their mutual understanding as to the terms of their employment relationship;

SECTION 1. CERTIFICATION

Employee acknowledges and understands that the Virginia Department of Criminal Justice Services (DCJS) requires the head of each law enforcement agency to be a DCJS-Certified law enforcement officer. Employee warrants and agrees that she is a certified law enforcement officer within the Commonwealth of Virginia. Employee must maintain this certification in good standing throughout the term of this Agreement as a condition of employment. Should the Employee be or become decertified by the Virginia Department of Criminal Justice Services as a law enforcement officer, this Agreement shall immediately terminate for good cause.

SECTION 2. TERM

- (A) *Probationary period*--Employee's term of employment shall begin on June 18, 2018, which date shall also be the effective date of this Agreement ("Commencement Date"). The Employee shall be subject to a probationary period ending December 31, 2018. During the probationary period City Manager may terminate this agreement, with or without cause, upon giving fourteen (14) calendar days advance written notice to the Employee. Upon successful conclusion of the probationary period the employee shall be eligible for a three percent (3%) increase.
- (B) *Initial term*--Following the probationary period, the initial term of this Agreement shall commence on January 1, 2019, and shall continue through December 31, 2023 ("Initial Term").
1. During the Initial Term the City Manager may terminate this Agreement. at any time, for cause, after giving thirty (30) calendar days' advance written notice to the Employee. If the Employee is terminated for cause, the Employee will be paid only for work and services performed through the date of termination; the Employee shall not be entitled to any severance pay.

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT

CHIEF OF POLICE

2. During the Initial Term either the City Manager or the Employee may elect to terminate this Agreement, without cause, after giving ninety (90) days' advance written notice to the other. If the City Manager elects to terminate this Agreement not-for-cause, then the Employee shall be entitled to severance pay equal to: (i) twelve (12) months' salary, payable as a lump sum at the rate of pay in effect on the effective date of the termination; (ii) lump sum contribution to any defined contribution retirement plan in which Employee is participating as of the date on which the City Manager's notice of termination is given, in an amount calculated based on twelve (12) months' salary referenced in (i); and (iii) if the Employee elects COBRA coverage, then the Employee will receive additional severance equal to the value of six (6) months' premium for health insurance coverage, which, may be paid directly to the insurer by the City, and deducted from this severance, during the first three months of the applicable post-employment COBRA period, or which may be paid pursuant to alternative arrangements consistent with COBRA benefits.

(C) *Renewal terms*--This Agreement shall automatically be renewed as of January 1, 2024 for a renewal term expiring on December 31, 2025, and for successive 2-year terms thereafter, unless the City Manager provides notice of non-renewal in writing to the Employee at least six (6) months in advance of the December 31 on which any such renewal term will expire. In the event this Agreement is not renewed by the City Manager, then all compensation, benefits and requirements set forth herein shall remain in effect until the expiration of the term of the Agreement, unless the Employee voluntarily resigns effective as of an earlier date.

During any renewal term, either the Employee or the City Manager may terminate this Agreement, with or without cause, after giving written notice to the other party at least 30 days prior to the effective date of the separation from employment. Upon any such termination the Employee shall be paid for unused, accrued vacation leave, up to 40 hours above the Employee's maximum accrual limit, but shall not be entitled to severance pay. Failure by the Employee to give the required 30-day notice constitutes a waiver and forfeiture of pay for the accrued vacation leave.

SECTION 3. DUTIES OF THE EMPLOYEE

- (A) City is employing the Employee to perform services as the City's chief law enforcement officer.
- (B) Employee shall have the powers, duties and authority referenced for the police chief, within The Charter of the City of Charlottesville, the Charlottesville City Code Chapter 20 (Police) Article I, Sec. 20-1 et seq., and Virginia Code Title 15.2, Chapter 17 (Police and Public Order).

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT

CHIEF OF POLICE

- (C) Employee shall be responsible for proper administration and management of the Charlottesville Police Department ("Department") budget.
- (D) The Employee acknowledges that the proper performance of her duties as chief of police will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation provided in this Agreement includes compensation for the performance of all such services.
- (E) The Employee will devote full time and effort to the performance of her duties as chief of police, and shall remain in the exclusive employ of the City during the term(s) of this Agreement. With the prior written consent of the City Manager, the Employee may occasionally elect to accept limited teaching, consulting, or other outside business opportunities, but no such outside engagement shall in any way interfere with the performance of, or the Employee's availability for performance of, the Employee's duties under this Agreement. The Employee shall be required to utilize annual leave or administrative leave for time devoted to such outside engagement between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday.
- (F) Employee will perform such additional duties, as may be required by the City Manager. All duties assigned by the City Manager shall be appropriate to and consistent with the law enforcement role and responsibilities of the City's chief law enforcement officer.
- (G) Employee shall be subject to, shall comply with the rules and standards of conduct specified within the City's Personnel Regulations which are not inconsistent with this Agreement, including, but not limited to, City policies regarding sexual harassment, non-discrimination, and fraud.
- (H) Employee shall read and familiarize herself with the Virginia State and Local Government Conflict of Interests Act, set forth within Virginia Code Title 2.2, Chapter 31, Sec. 2.2-3100 et seq.

SECTION 4. COMPENSATION AND ALLOWANCES

- (A) The City agrees to pay the Employee an annual salary of \$140,000.00 ("Salary"), payable by direct-deposit to the Employee in bi-weekly installments for 26 pay periods per year, payable at the same time other employees' paychecks are issued.
- (B) On July 1, 2018 and on each July 1 thereafter during the term(s) of this Agreement, 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 City Employees. The City will deduct or withhold any taxes, FICA, or other deductions which the Employee is legally required to pay.

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT

CHIEF OF POLICE

- (C) The Employee is an at-will employee, subject to the terms of this Agreement, and is classified as being exempt from the overtime pay requirements of the Fair Labor Standards Act. Employee shall not be entitled to compensatory time and/or any overtime pay, regardless of the number of hours worked in any work period.
- (D) The parties acknowledge that the Employee will incur relocation expenses. The City will reimburse the Employee for necessary and reasonable expenses incurred by the Employee in moving and relocating the Employee and the Employee's family and belongings, up to a maximum of \$10,000.000. If the Employee desires to use a professional moving company, the Employee shall obtain three (3) price quotes prior to selecting the company which offers the best combination of price and scope of services to perform the services. The Employee shall document moving and relocation expenses with receipts, cancelled checks and/or credit card statements, and submit that documentation along with any request for reimbursement.
- (E) During each of the calendar months of June, July and August 2018 the City will provide the Employee with a \$1,000.00 housing allowance, net of taxes.
- (F) The City will provide the Employee with a motor vehicle for use in performing the duties of employment, and for commuting and *de minimus* personal use. The City is responsible for paying for liability, property damage, and comprehensive insurance and for the purchase (lease), operation, maintenance, repair, and regular replacement of the vehicle. Parking for the Employee's vehicle is provided, at no cost to the Employee, within the Market Street Parking Garage. Employee's use of this vehicle shall be exempt from SOP 100-8:3.3.3, and non-city employees may be permitted to be transported in the vehicle.
- (G) The City, at its sole expense, will provide the Employee with equipment customary and necessary for the performance of Employee's duties, including, without limitation: uniforms, a service weapon, a computer and mobile phone, as required for the Employee to perform Employee's duties. The Employee shall reimburse the City for any charges incurred by the City as a result of non-work use of computers, mobile phones, internet services or other City equipment.
- (H) The City will support the professional development of the Employee. The City shall provide a reasonable budget for, and will pay reasonable amounts of the Employee's reasonable costs for tuition or registration, travel, per diem and incidental expenses, in accordance with applicable City policies, for: (i) activities that will further develop her knowledge, skills and abilities as a law enforcement administrator, including annual professional training conferences each year; (ii) short courses; institutes and seminars that, in the Employees' reasonable judgment, with approval of the City Manager, are necessary for her professional development. (iii) official travel, meetings and occasions relating to City business; representation of the City at conferences or meetings of national and state committees or commissions upon which the Employee serves as a

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT

CHIEF OF POLICE

member, said membership on said commissions or committees being subject the approval of the City Manager; and (iv) professional dues and subscriptions for the Employee, reasonably required by law or necessary for full participation in relevant national, regional, state, and local professional associations and organizations. Section 5. Benefits

- (I) The Employee shall be eligible to participate in the City's standard employee benefits, which offers the Employee a choice among various insurance and retirement plan benefits. The Employee shall receive paid holidays the same as other City employees, as well as vacation, sick, and administrative leave, all as provided within the City's Personnel Policy as applicable to department heads. All benefits offered by the City to its employees, including department heads, are subject to modification at any time.
- (J) **In addition to the leave referenced in paragraph 5(A), above,** and beginning on the Commencement Date of employment, the Employee will be credited with 24 hours of paid administrative leave ("discretionary leave") that can be used by the Employee for any purpose. This is a one-time credit, and this discretionary leave must be used within twelve (12) months of the Commencement Date of employment or it shall be forfeited.
- (K) The City agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or benefits of the Employee, except to the extent that such reduction is evenly applied across-the board for all employees of the City.

SECTION 6. MISCELLANEOUS PROVISIONS

- (A) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction within the City of Charlottesville, Virginia.
- (B) In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, shall not be affected thereby.
- (C) Changes to any terms and conditions under this Contract shall only be made by and between the City Manager and the Employee, pursuant to a properly executed written amendment to this Contract. The City shall not be bound by any unwritten promises or representations made by the City Manager or the Employee.
- (D) Any notice given by a party pursuant to this Agreement shall be in writing and either hand-delivered or mailed by United States mail, first class and postage prepaid, to the City Manager or Employee. Notice shall be deemed given as of the date of delivery or as of the date of deposit of such written notice in the United States Postal Service.

CITY OF CHARLOTTESVILLE EMPLOYMENT AGREEMENT CHIEF OF POLICE

- (E) This Agreement sets forth the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Employment Agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures:

CITY MANAGER

Signature: Maurice Jones

Maurice Jones

Date: 6-26, 2018

Approved as to Form:

L. F. Hunter

Charlottesville City Attorney's Office

RASHALL BRACKNEY

Signature: RaShall M. Brackney

RaShall Brackney

Date: 6.18.18