

ORDINANCE NO. 7922-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CHIEF DEPUTY CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN ADDENDUM NO. 18 DATED THE 27th DAY OF JUNE, 2023, TO THE AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND MABEL WASHINGTON JENKINS, FORMERLY KNOWN AS MABEL V. WASHINGTON, CITY CLERK.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia, that it hereby authorizes and directs the City Manager to execute and the Chief Deputy City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Addendum No. 18 dated the 27th day of June, 2023, to the Agreement between the City of Newport News, Virginia, and Mabel Washington Jenkins, formerly known as Mabel V. Washington, City Clerk, which will amend the City Clerk's compensation as stated in Addendum No. 18 of said Agreement. All other terms and conditions of the Agreement dated December 1, 2004, as previously amended, shall remain in full force and effect except to the extent they may be modified by this Addendum. That a copy of Addendum No. 18 is attached hereto.

That this ordinance shall be effective upon the date of its adoption, June 27, 2023.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 27, 2023

Zina F. Middleton, MMC
Chief Deputy City Clerk

Phillip D. Jones

Mayor

A true copy, teste:

City Clerk

ADDENDUM NO. 18

THIS ADDENDUM NO. 18, dated the 27th day of June, 2023, to that certain AGREEMENT dated the 1st day of December, 2004, by and between the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, and **MABEL WASHINGTON JENKINS**, formerly known as **MABEL V. WASHINGTON**, City Clerk.

WITNESSETH:

For and in consideration of the following terms, conditions, mutual covenants and other good and valuable considerations, the receipt of which is acknowledged between the parties hereto, it is mutually agreed as follows:

The AGREEMENT dated December 1, 2004, as previously amended, by and between the **CITY OF NEWPORT NEWS, VIRGINIA** and **MABEL V. WASHINGTON**, is hereby amended, effective June 27, 2023, by changing the paragraph listed below of the aforesaid AGREEMENT, to provide as follows:

4. The City shall pay to the Clerk the amount of One Hundred Thirty-One Thousand Two Hundred Dollars and No Cents (\$131,200.00) per annum, as salary. In addition to this salary, the City shall pay on behalf of the Clerk deferred income in the amount of Twenty-five Thousand Dollars (\$25,000.00) per annum, which shall be paid into a portable retirement plan(s) designated by the Clerk.
7. (a) The City shall provide the Clerk Four Hundred Sixteen and 67/100 Dollars (\$416.67) per month in lieu of a motor vehicle, and the Clerk will be responsible for the cost of all fuel and repairs and for insurance on the vehicle up to a liability limit prescribed by law. The City shall provide additional liability insurance coverage through the application of the City's automobile self-insurance fund

as identified in Article XXXVI of Chapter 2 of the City Code.

(b) Anything to the contrary notwithstanding, the Clerk is entitled to receive and participate in all benefits and entitlements, excluding salary adjustments, customarily provided to regular, full-time City of Newport News employees. That for the purpose of calculating all benefits, retirement benefits, severance pay, etc., the annual payment in lieu of a motor vehicle and deferred compensation shall be added to the Clerk's salary and the total thereof shall be the amount on which said benefits are paid or therefore provided. The Clerk may elect to receive twenty (20) hours of Paid Personal Leave (PPL) per month with unlimited accrual of PPL, instead of the limits currently provided by Ordinance. Moreover, upon termination of employment the Clerk will be entitled to payout of all accrued PPL and thirty-three and one third (33 $\frac{1}{3}$) percent of accrued Paid Medical Leave (PML).

All other terms and conditions of the Agreement dated December 1, 2004, as previously amended, shall remain in full force and effect except to the extent they may be modified by the provisions hereof.

WITNESS the following signatures and seals:

MABEL WASHINGTON JENKINS

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

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