

ORDINANCE NO. 7923-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN ADDENDUM NO. 12 DATED THE 27th DAY OF JUNE, 2023, TO THE AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND COLLINS L. OWENS, JR., CITY ATTORNEY.

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 City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Addendum No. 12 dated the 27th day of June, 2023, to the Agreement between the City of Newport News, Virginia, and Collins L. Owens, Jr., City Attorney, which will amend the City Attorney's compensation as stated in Addendum No. 12 of said Agreement. All other terms and conditions of the Agreement dated January 24, 2012, 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. 12 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

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

ADDENDUM NO. 12

THIS ADDENDUM NO. 12, dated the 27th day of June, 2023, to that certain AGREEMENT dated the 24th day of January, 2012, by and between the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, and **COLLINS L. OWENS, JR.**, City Attorney.

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 January 24, 2012, as previously amended, by and between the **CITY OF NEWPORT NEWS, VIRGINIA** and **COLLINS L. OWENS, JR.**, is hereby amended, effective June 27, 2023, by changing the paragraphs listed below of the aforesaid AGREEMENT, to provide as follows:

7. (a) The City shall provide the Attorney Eight Hundred Thirty-three and 33/100 Dollars (\$833.33) per month in lieu of a motor vehicle, and the Attorney 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) The Attorney shall be a member of the City's retirement system in the same manner and receive all other benefits and entitlements as provided by the City to all other regular, full-time employees and officers of the City.
 - (c) Coverage under the City's self-insurance fund for job related incidents shall be provided by the City to the Attorney.
9. Anything to the contrary notwithstanding, the Attorney 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 Attorney's salary and the total thereof shall be the amount on which said benefits are paid or therefore provided. The Attorney 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 Attorney 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 January 24, 2012, 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:

COLLINS L. OWENS, JR.

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Chief Deputy City Attorney

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