

ORDINANCE NO. 7927-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN SEPARATION AND SEVERANCE AGREEMENT DATED THE 27th DAY OF JUNE, 2023, BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND CYNTHIA D. ROHLF, CITY MANAGER.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia, that it hereby authorizes and directs the Mayor to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Separation and Severance Agreement dated the 27th day of June, 2023, between the City of Newport News, Virginia, and Cynthia D. Rohlf, City Manager. That a copy of the Separation and Severance Agreement is attached hereto.

That this resolution shall be effective upon the date of its adoption, July 25, 2023.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JULY 25, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

SEPARATION AND SEVERANCE AGREEMENT

THIS SEPARATION AND SEVERANCE AGREEMENT (hereinafter “this Agreement”) is made this 27th day of June, 2023, between **THE CITY OF NEWPORT NEWS, VIRGINIA**, a Virginia municipal corporation duly chartered by the Commonwealth of Virginia (hereinafter “the City”), and **CYNTHIA D. ROHLF** (hereinafter “the Employee”).

WITNESSETH:

WHEREAS, the Employee has been employed by the City as its City Manager since April 11, 2017; and

WHEREAS, this employment relationship is memorialized by an Agreement between the City and the Employee dated the 11th day of April, 2017, as amended by those certain Addendums No. 1-5 (hereinafter “the Employment Agreement”); and

WHEREAS, the Employee and the City have determined that it would be in their mutual best interest to terminate the Employment Agreement.

NOW, THEREFORE, the City and the Employee, agreeing to be bound hereby, and for and in consideration of the mutual promises and commitments specified herein, agree as follows:

1. The Employee voluntarily resigns her duties as City Manager of the City of Newport News, Virginia, effective August 1, 2023.

2. The Employee will receive the severance pay to which she would have been entitled upon termination of her employment by City Council for reasons other than fraud, gross negligence, conviction of a crime classified as a felony or a misdemeanor involving moral turpitude; said severance pay being more fully described in paragraph 11 of the Employment Agreement. Employee will also receive such additional severance pay as described in paragraph 3.

3. The Employee elects to receive this severance pay by remaining on the City payroll for a period of twelve (12) months, as specified in paragraph 11 of the Employment Agreement. Consistent with paragraph 11, this severance shall include, without limitation, the provision of all benefits and entitlements of city employees including but not limited to payment for all accrued but unused leave, all city-paid insurance benefits, payment in lieu of a motor vehicle, retirement benefits and all deferred compensation. For the remainder of her service, Employee will have no limit on the accrual of Paid Personal Leave (PPL) which will continue to accrue during the severance payout at twenty (20) hours of PPL per month. Moreover, at the end of her severance payout, Employee is entitled to payout of all accrued PPL and all accrued Paid Medical Leave (PML). In addition to the severance pay set forth above, Employee shall receive a payment equivalent to an additional six (6) months' severance pay, which she may elect be paid as a lump sum or to be paid out over time for six (6) months after the period specified above.

4. The Employee may retain any City-issued mobile phone, tablet, and laptop computer originally issued to her by the City. The City will continue to provide service for such devices until September 1, 2023.

5. The Employee will promptly, on August 1, 2023, return her City issued identification card, any card or devices permitting electronic entry to City buildings or facilities and any City issued credit cards.

6. The Employee will have access to any of her personal electronic files stored on City-owned information technology systems until September 1, 2023 and the Acting City Manager will provide the Employee with access to such other City data as the Acting City Manager deems necessary for the Employee to wrap up her public service.

7. In response to requests from potential employers, the City will provide a neutral or better reference for the Employee which shall state only her dates of employment and position

held. The City will not state whether the Employee is eligible for rehire.

8. The City hereby acknowledges this Agreement, and the provisions herein, are not to be construed as, and do not constitute, an admission of liability or any form of wrongdoing by the Employee.

9. This Agreement shall be interpreted pursuant to Virginia law and may only be modified by written agreement of the parties. For any possible dispute arising hereunder, the Circuit Court of the City of Newport News, Virginia shall have sole and exclusive jurisdiction. The parties agree that any question or controversy regarding the formation, construction, interpretation, validity and enforcement of this Agreement, and the rights or obligations of the parties hereto, shall be governed by the laws of the Commonwealth of Virginia.

10. Except as otherwise specified herein, should any portion of this Agreement be found void or unenforceable for any reason by a court of competent jurisdiction, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect.

11. This Agreement may be executed in multiple identical counterparts, each of which when executed by the Employee and the City and delivered shall be an original, but all of which shall together constitute a single instrument.

12. This Agreement shall become effective only upon the occurrence of the Employee's execution and delivery to the City of this Agreement no later than seven (7) days from the date on which an original was provided to her.

13. The Employment Agreement is amended hereby.

14. The Employee and the City agree that neither shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against either party as the drafter hereof.

WITNESS the following signatures and seals:

CYNTHIA D. ROHLF

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
PHILLIP D. JONES
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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