

RESOLUTION NO. 13336-20

A RESOLUTION 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. 9 DATED THE 23rd DAY OF JUNE, 2020, TO THE AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND COLLINS L. OWENS, JR., CITY ATTORNEY.

NOW, THEREFORE, BE IT RESOLVED 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. 9 dated the 23rd day of June, 2020, 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. 9 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. 9 is attached hereto.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 23, 2020

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

ADDENDUM NO. 9

THIS ADDENDUM NO. 9, dated the 23rd day of June, 2020, 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 July 1, 2020, by changing the paragraphs listed below of the aforesaid AGREEMENT, to provide as follows:

5. The City shall pay to the Attorney the amount of Two Hundred Thirty-Eight Thousand Six Hundred Seventy-Seven and 00/100 Dollars (\$238,677.00) per annum, as salary. In addition to this salary, the City shall pay on behalf of the Attorney deferred income in the amount of Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) per annum, which shall be paid into a portable retirement plan(s) designated by the Attorney.

7. (a) The City shall provide the Attorney Six Hundred Twenty-Five and 00/100 Dollars (\$625.00) 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.

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:

Deputy City Attorney

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