

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and dated this 14<sup>th</sup> day of August, 2024, by and between the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, hereinafter called the "City", and Wynter C. Benda, hereinafter called the "Manager."

### WITNESSETH:

WHEREAS, the City desires to employ the services of Wynter C. Benda as the Manager of the City of Lynchburg, as provided by Chapter III, Section 13, of the City Charter; and,

WHEREAS, it is the further desire of the City Council to (1) provide inducement for the Manager to remain in such employment; (2) make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager; (4) establish an effective mechanism for the regular review of the Manager's performance by City Council; and, (5) provide a just means for terminating the Manager's services at such time as he may desire to terminate his employment, be unable fully to discharge his duties due to age or disability, or when the City may desire to otherwise terminate his employment; and,

WHEREAS, Wynter C. Benda desires to be employed as the City Manager of Lynchburg, Virginia;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### SECTION I DUTIES

The City hereby agrees to employ Wynter C. Benda as the City Manager of Lynchburg, Virginia to perform the functions and duties specified in the Code of Virginia, in Chapter III, Section 14 of the City Charter and in Section 2-96 of the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

### SECTION II TERM

- A. The Manager agrees to remain in the exclusive employ of the City until this Agreement is terminated as provided herein. The term "employed" shall not be construed to preclude occasional teaching, writing, or consulting service performed on the Manager's own time.

- B. As provided in §15.2-1503 of the Code of Virginia, the Manager's employment under this employment agreement shall commence on August 14, 2024, and shall be without a definite term and continue until terminated as provided in this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section III, paragraphs A and B, of this agreement.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provision set forth in Section III, paragraph C, of this agreement.

### SECTION III NOTICE AND SEVERANCE

- A. Beginning August 14, 2024, if the Manager is terminated by the City Council during such time that the Manager is willing and able to perform the duties of City Manager, then in that event the City agrees to pay the Manager twelve (12) months of the then current annual gross salary in a lump sum, subject to tax withholdings, within thirty (30) days of the date of termination. The City also agrees to continue health insurance benefits, for a period not to exceed eighteen (18) months or until the Manager has secured alternative coverage. The acceptance of which by the Manager shall constitute a full and final release of the City of all claims of any kind for salaries, money and damages. Provided, however, that in the event the Manager is terminated because of the commission of an act involving moral turpitude, malfeasance or dishonesty, then, in that event, the City shall have no obligation to award the severance payment and benefits designated in this paragraph.
- B. In the event the City at any time during the employment term (1) reduces the salary or other financial benefits of the Manager in a greater percentage than an applicable across-the-board reduction for all City employees; (2) refuses, following written notice, to comply with any other provision benefiting the Manager herein; or (3) induces the Manager's resignation by suggesting, whether formally or informally, that he resign, then, in that event, the Manager may at his option, be deemed to be "terminated" as of the date of such reduction, refusal, or suggestion within the meaning and context of the aforesaid severance provisions.
- C. If the Manager voluntarily resigns, then all compensation and benefits shall cease as of the effective date of such resignation. The Manager shall give the City ninety (90) days written notice of any such resignation; provided, however, it is expressly

understood that City Council may, in its sole discretion waive any or all of this ninety (90) day notice requirement.

#### SECTION IV SALARY & SUPPLEMENT

- A. The City shall compensate the Manager at the rate of \$282,712.82 per fiscal year, prorated for partial years, payable in installments at the same time as other employees of the City. Thereafter, unless City Council indicates otherwise, pay adjustments shall be governed by the same pay increase conditions as all other City employees.
- B. The City agrees to pay the Manager an annual benefits supplement of \$17,500 for deferred compensation, disability insurance, etc. for use as the Manager deems appropriate. The annual benefits supplement may be revised from time to time by mutual agreement of the Manager and the City. Said sum to be payable in twenty-six (26) bi-weekly installments in accordance with the City's regular pay cycle.

#### SECTION V HOURS OF WORK

It is recognized that periodically the Manager must devote a great deal of time in excess of normal office hours to the business of the City, and in such instances the Manager will be allowed to take reasonable compensatory time off as he shall deem appropriate during ensuing normal office hours.

#### SECTION VI PERFORMANCE REVIEW

The parties agree the Manager shall be evaluated in person by City Council on an annual basis with the evaluation process beginning in the month of May or June of each year and that during the evaluation process City Council will review the Manager's performance of the preceding year, establish performance objectives for the ensuing year, and discuss the Manager's compensation.

#### SECTION VII LEAVE

- A. The Manager shall receive a bank of two weeks of annual leave and thereafter shall accrue annual leave at a rate of two days per month.
- B. The Manager shall receive a bank of two weeks of sick leave and thereafter shall accrue sick leave at the rate of one (1) day per month.

- C. The Manager's accrual, use and pay-out of annual leave and sick leave shall be governed by the City's policies on employees' annual and sick leave, with the exception of the maximum hours of annual leave carry over, which will be 400.

## SECTION VIII OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.
- B. All provisions of the City Charter and Code, and policies and procedures of the City relating to leave, insurance, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they currently exist or thereafter may be amended, also shall apply to the Manager as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Manager, except as herein provided.
- C. The City shall compensate the Manager for the use of his personal vehicle for travel on City business purposes at an annual sum of \$7,000. The annual car allowance may be revised from time to time by mutual agreement of the Manager and the City. Said sum to be payable in twenty-six (26) bi-weekly installments in accordance with the City's regular pay cycle.
- D. The City will pay the Manager's professional dues for membership in professional Organizations, for licenses, and for ICMA training. The City will reimburse the Manager for his expenses for attending professional meetings, institutes, and/or professional development and leadership programs and will reimburse the Manager for out-of-pocket expenses incurred in the performance of his duties as City Manager in accordance with City policies.
- E. The City will pay the entire cost (employee and City contribution) of the Manager's health, dental, and vision coverage for the Manager and his dependents.
- F. The City will furnish the Manager with a desktop computer, a cellular telephone and an iPad for use in his duties. The City will also furnish the Manager a laptop computer, in addition to the Manager's office desktop computer.
- G. In accordance with the City's self-insurance program, the City shall save and hold harmless, and defend the Manager against any tort, professional liability claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the Manager's official duties.

- H. The Manager shall establish residency within Lynchburg City within twelve (12) months of taking office and shall maintain residency within Lynchburg City during the period of time he serves as the Manager. The City agrees to reimburse the Manager for actual, reasonable expenses of moving household items not to exceed \$10,000, provided the move is completed on or before twelve (12) months from the effective date of his employment. In 2021, the Manager was reimbursed \$6,500 through payroll for moving expenses. The City will reimburse the Manager the remaining \$3,500 through payroll for a move to a permanent home in Lynchburg City.
- I. In the event the Manager is unable to fully perform his duties for whatever cause and has exhausted all of his accumulated vacation and sick time, the City Council may reduce the Manager's salary for such time as the Manager is unable to fully perform his duties. In the event such disability continues for a period of sixty (60) days or if such disability is permanent, irreparable or of such nature as to make full performance of the Manager's duties impossible, the City Council, at its option, may terminate this agreement, by written notice, in which event the respective duties, rights and obligations of the parties shall terminate forthwith. The provisions of this paragraph shall not prevent the Manager from taking advantage of the sick leave, family and medical leave, catastrophic leave and other benefits in the same manner that such benefits are available to other City employees.

#### SECTION IX GENERAL PROVISIONS

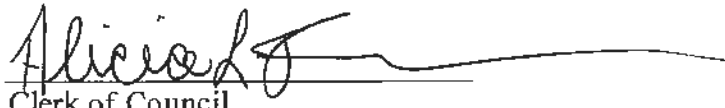
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon an inure to the benefit of the heirs at law and executors of the Manager.
- C. This agreement shall become effective on the 14<sup>th</sup> day of August, 2024.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This agreement shall be governed by the laws of the Commonwealth of Virginia.

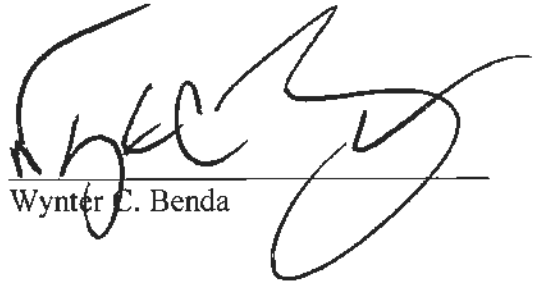
IN WITNESS WHEREOF, the City of Lynchburg has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Clerk of Council, and the Manager has signed and executed this agreement, both in duplicate, as of the day of year first above written.

City of Lynchburg

By: \_\_\_\_\_  
Stephanie T. Reed, Mayor

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Wynter C. Benda