

CONSTITUTIONAL OFFICER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of April, 2002, by and between Stephen Moloney, a Constitutional Officer of the City of Fairfax, Virginia, (hereinafter referred to as the "Constitutional Officer"), party of the first part, and the City of Fairfax, Virginia, a body corporate (hereinafter referred to as the "City"), party of the second part.

WHEREAS, Article VII, Section 4 of the Constitution of the Commonwealth Virginia provides for the election of a City Treasurer and Commissioner of the Revenue by the voters of the City of Fairfax, Virginia; and

WHEREAS, the City Treasurer and Commissioner of the Revenue are designated Constitutional Officers; and

WHEREAS, in accordance with Section 2.2 -3008 of the Code of Virginia, as amended, employees of Constitutional Officers may be accepted in a local governing body's grievance procedure or personnel system if agreed to by both the Constitutional Officer and the local governing body; and

WHEREAS, in accordance with Section 15.2-1605.1 of the Code of Virginia, as amended, the governing body of any city, in its discretion, may supplement the compensation of the Constitutional Officers, their deputies and employees in such amounts as it may deem expedient; and

WHEREAS, in accordance with Section 15.2-1605 of the Code of Virginia, as amended, the City shall provide annual leave, sick leave, and legal holidays for only the deputies and employees of the Constitutional Officers; and

WHEREAS, the Constitutional Officers in accordance with Section 66-3(a)(2) of the Code of the City of Fairfax, Virginia, are exempt service employees; and

WHEREAS, in accordance with Section 66-3(b) of the Code of the City of Fairfax, Virginia, employees in the exempt service are not subject to the provisions of Chapter 66 of the City Code except as mutually agreed to by the appropriate authorities and the City Council; and

NOW, THEREFORE, this Agreement

WITNESSETH:

That for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable considerations, the receipt of which hereby acknowledged, the parties hereto agree as follows:

A. The Constitutional Officer shall:

1. Administer for his deputies and employees Chapter 66 of the Code of the City of Fairfax, Virginia, current Administrative Regulations promulgated by the City manager and all standard operating procedures of the City government.

2. Recruit and employ personnel in accordance with the procedures on the City's personnel department. The employment decision is the sole prerogative of the Constitutional Officer. However, the individual hired must meet the minimum qualifications of the job as outlined in the job description
3. Employ no personnel in excess of that authorized by the State Compensation Board without the expressed consent of the Council.
4. Consult with the City Manager and/or the Director of Finance regarding the preparation and presentation of their Compensation Board budget prior to submittal. Seek reimbursement from the Compensation Board for all allowable expenses.
5. Meet with the City Council whenever the need arises or whenever either the City or the Constitutional Officer desires to meet to discuss matters of mutual interest and importance.
6. Comply with all procedures, including compliance with the audit management letter, applicable to the Constitutional Officer's office set forth in the City's Financial Procedures Manual, as amended, a current copy of which is attached hereto and incorporated herein. The manual is updated annually.
7. Provide financial or informational reports as requested by the City Council or City Manager.

B. The City shall:

1. Support and contribute to the Constitutional Officer's compensation to fund the City's share of the State's mandated salary. In addition, the Council has assigned the Constitutional Officer to a grade in the City's Classification Plan for the purpose of providing supplementary compensation above the mandated salary to assure reasonable compensation for the level of duties and performance of the Constitutional Officer. The supplementary compensation for the Constitutional Officer shall include the City's contribution to the local retirement system, the Virginia Retirement System, and fringe benefits offered by the City to include group hospitalization, group life insurance, worker's compensation insurance, accident and sickness insurance and long-term disability insurance. The Constitutional Officer does not accrue sick leave or annual leave under the City's leave program.
2. Pay the Constitutional Officer in accordance with the Constitutional Officer Bonus Plan, Resolution No. R-01-4, adopted January 23, 2001.
3. Accept the deputies and employees of the Constitutional Officer into the City's personnel system. The deputies and employees may participate in any and all fringe benefits offered to career-service employees of the City.

4. Accept the deputies and employees of the Constitutional Officer into the City's grievance procedure. It is understood and agreed to that a written grievance from an employee of the Constitutional Officer will be filed with the City's Personnel Advisory Board within ten (10) days of notification by the Constitutional Officer of his decision and the Personnel Advisory Board shall hear the appeal of the grievance.
 5. Meet with the Constitutional Officer whenever the need arises or whenever either the City or the Constitutional Officer desires to meet to discuss matters of mutual interest and importance.
 6. Provide office space, office furniture and supplies in accordance with the established City budget policy.
- C. Upon breach of any provision of this Agreement, the party not in default may cancel the same upon ten (10) days prior written notice and the failure of the defaulting party within that period of time to correct and rectify the breach complained of.
- D. This Agreement shall be in full force and effect from April 9, 2002, through December 31, 2005. This Agreement may be terminated by either party upon thirty (30) days written notice prior to the termination date.
- E. This Agreement constitutes the sole Agreement existing between the parties with respect to this subject matter and there are not other written or oral understandings or agreements with respect thereto. No variation or modification this Agreement and no waiver of its provisions shall be valid unless agreed to in writing and signed by the Mayor, when duly authorized by the City Council, and Constitutional Officer.
- F. Notice to each of the parties with respect to any matters arising out of this Agreement shall be sent to the following: For the City, the Mayor of the City of Fairfax, 10455 Armstrong Street, Fairfax, Virginia, 22030 and for the Treasurer Stephen L. Moloney, 10455 Armstrong Street, Fairfax, Virginia, 22030.

IN WITNESS WHEREOF, THE CONSTITUTIONAL OFFICER and the CITY FAIRFAX, VIRGINIA, have caused these premises to be signed and their seals affixed hereto by all due authority.

Treasurer

WITNESS:

FOR THE CITY OF FAIRFAX, VIRGINIA

ATTEST:
