

CITY OF CHARLOTTE  
CITY ATTORNEY  
EMPLOYMENT AGREEMENT

This employment agreement is made and entered into this 24th day of September 2025, by and between the City of Charlotte ("City") and Andrea Leslie-Fite ("Leslie-Fite").

**WHEREAS**, the Mayor and City Council of the City will appoint Leslie-Fite to the Office of City Attorney to serve at the pleasure of the Mayor and Council effective November 3, 2025; and

**WHEREAS**, this agreement serves to memorialize the terms and conditions of Leslie-Fite's appointment and employment with the City.

**NOW THEREFORE**, the parties agree as follows:

1. Term. The official date of Leslie-Fite's appointment to the Office of City Attorney shall be November 3, 2025 and the term of this employment agreement shall begin on that date. Following her appointment, Leslie-Fite shall be at will and her employment may be terminated at any time by the City Council, with or without cause, pursuant to Section 7.
2. Compensation. Leslie-Fite's initial annual compensation shall consist of:
  - a. Base Salary - \$345,000.00, plus an automobile allowance as set out in Paragraph 4 below.
  - b. The 401k six-month waiting period will be waived due to your previous employment with the City of Charlotte. Therefore, a 3% contribution of your salary to your deferred 401(k) shall begin immediately upon re-hire with the City of Charlotte.  
Council may adjust Leslie-Fite's compensation at any time. Future salary adjustments shall be based on performance and budgetary approvals by City Council and the availability of funds. The first opportunity for consideration of a salary increase will not be earlier than July 1, 2026. Thereafter, Leslie-Fite will cycle into the City Attorney's annual merit date which is currently the first of the fiscal year.
3. Leave.
  - a. Vacation - at the start of her employment on November 3, 2025, Leslie-Fite will be credited with 5 days of vacation. Leslie-Fite will receive 15 days of vacation each year until she reaches her 9<sup>th</sup> year where she will begin receiving 18 days of vacation each year. Notwithstanding the foregoing, Leslie-Fite shall be paid for all City recognized holidays or observances.

- b. Sick - At the beginning of her employment, Leslie-Fite will be credited with all verified and unused sick leave from Guilford County. Leslie-Fite shall then earn Well-Being/Sick leave on an annual basis at the rate of 12 days per year.
4. Automobile. Automobile stipends are provided to certain positions. The City will provide Leslie-Fite an automobile allowance which is provided to all appointed positions at the rate of \$5,700.00 annually.

Other Benefits.

Leslie-Fite will be provided a City cell phone for City business, and a mobile computing device. Leslie-Fite shall be entitled to other City employee benefits on the same terms offered to other City employees, including but not limited to major medical, dental, vision, short term disability and term life insurance.

As a City employee you become a member of the North Carolina Local Government Retirement System. Members of the retirement system are required to contribute 6% percent of their salary. In addition, the City will also contribute 3% percent to your 401(k) account, according to your base salary. This does not require a match from the employee, it is a contribution.

You may choose to make additional, voluntary contributions to 401(k) and/or to a 457-plan offered to City employees. Please note if you have previously been a member of the NC Local Government Employees' Retirement System, you must notify your Human Resources contact and the six-month waiting period could be waived. A letter of creditable service from NCLGERS is required for this waiver.

5. General Business Expenses. The City agrees to pay for professional dues, subscriptions, and travel to applicable professional organizations and conferences necessary for Leslie-Fite's continued professional growth and advancement that are mutually beneficial to the City and, the City Attorney and staff. the City acknowledges the value of having Leslie-Fite participate and be directly involved in local civic clubs or organizations. Accordingly, Leslie-Fite shall pay for the reasonable membership fees and/or dues to enable Leslie-Fite to become an active member in local civic clubs and organizations.
6. Termination and Resignation. The City may end the employment relationship and terminate this agreement at any time, with or without cause, upon written notice to Leslie-Fite. The City agrees to promptly communicate and provide Leslie-Fite a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Leslie-Fite's performance of services pursuant to this Agreement.

Leslie-Fite may resign her position and terminate this agreement upon 30 day written notice, or such other time as may be agreed to by the parties.

7. Severance. If the City terminates Leslie-Fite's employment without cause, the City shall make a lump sum severance payment to Leslie-Fite in an amount equal to six months' salary. This severance payment shall be in addition to any payment for unused vacation and sick leave to which Leslie-Fite may be entitled pursuant to City policy. Notwithstanding the foregoing, Leslie-Fite shall not be entitled to a severance payment under this section if she resigns pursuant to Section 7 or is terminated for cause.

If the City terminates Leslie-Fite without cause, the City will agree to pay Leslie-Fite the equivalent of six months value of the employer's cost of the employee benefits.

8. Indemnification. The City shall, to the maximum extent permitted by North Carolina law and within the provisions of any resolutions passed by City Council pertaining to defense of City officers and employees defend, save and hold harmless, and indemnify Leslie-Fite from and against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring the performance of duties as City Attorney.

The City will defend and/or compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, consistent with said resolution. However, and notwithstanding the above, nothing contained herein shall require the City to defend, save and hold harmless, and indemnify Leslie-Fite for any act that is outside the scope and duties of the City Attorney or is otherwise ultra vires.

9. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Leslie-Fite under any law or ordinance.
10. Relocation and Expenses.
  - a. Leslie-Fite shall establish permanent residence in the City within six months of

her date of hire. Due to market availability, additional time may be approved by the Human Resources department. Upon relocation to Charlotte, Leslie-Fite shall thereafter maintain residence in the city throughout her tenure of employment.

- b. The City will pay directly or reimburse up to \$60,000 of relocation expenses in accordance with the Human Resources Relocation Standard Operating Procedure. A summary of the items included within the relocation assistance package includes:
  - Up to \$24,000 for moving expenses, to include:
    - Pre-move visits to Charlotte to locate housing
    - Transportation of household goods
    - Up to 90 days of storage fees
    - Temporary housing expense for up to 12 months
    - Lump sum payment of up to \$750.00 for incidental moving expenses incurred.
  - A maximum of \$36,000 toward the sale of her primary home.

11. Governing Law

This agreement shall be governed by the laws of the state of North Carolina.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement as of the date and year first above written.

Approved and agreed to:

By: DocuSigned by:  
Andrea Leslie-Fite  
AEE8AC1C5E9B44B... Date: 9/24/2025

Andrea Leslie-Fite

By: Vi Alexander Lyles Date: 9/30/25

City of Charlotte  
Mayor Vi Alexander Lyles

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Finance Officer

9/30/25  
Date