



## CITY OF PORTSMOUTH, VIRGINIA

— Established 1752 —

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November 6, 2022

Ms. Tonya Chapman  
City Manager  
801 Crawford Street  
Portsmouth, Virginia 23704

**Re: Response to October 7, 2022 Letter Allegations**

Dear City Manager Chapman:

As authorized under Section 6.02 of the City Charter, my office engaged the law firm of Ogletree Deakins to review the allegations raised in your October 7, 2022 letter, which asserts that the actions of Mayor Shannon E. Glover and Councilman William E. Moody, Jr. constitute a breach of your employment agreement. Based on the results of their investigation, it has been determined that your allegations do not support that a breach of any “material term or condition” in your employment agreement has occurred.

They noted in their analysis that “[t]he elements of a breach of contract action are (1) a legally enforceable obligation of a defendant to a plaintiff; (2) the defendant's violation or breach of that obligation; and (3) injury or damage to the plaintiff caused by the breach of obligation.” *Navar, Inc. v. Fed. Bus. Council*, 291 Va. 338, 344, 784 S.E.2d 296, 299 (2016) (internal citations and quotations omitted). They further noted that a material breach of contract “is a failure to do something that is so fundamental to the contract that the failure to perform that obligation defeats an essential purpose of the contract.” *Horton v. Horton*, 254 Va. 111, 115, (1997).

The analysis concluded that the essential purpose of your employment agreement is to authorize you to carry out the powers and duties of City Manager as specified in Sections 5.01 and 5.02 of the City Charter. Based on the findings of the investigation, the allegations do not support a material breach of the employment agreement because you have been able to make independent decisions and perform the functions of City Manager in accordance with the Charter. Accordingly, your October 7, 2022 letter does not trigger the "Cure Period" or "Resignation Period" referenced in Section 3.D. of your employment agreement.

While no material breach was found, Ogletree Deakins did recognize through its investigation that relations between and among Council members and City Management are strained. They have, therefore, recommended that City Council and its appointees undertake comprehensive governance training through the Virginia Municipal League or a private third party facilitator. They explained that this type of training would be designed to develop and enrich expertise in the fundamental areas of local governance - including but not limited to civility training, effective communication training, and a comprehensive examination of the relevant contours of the Portsmouth City Charter that can assist in the areas of concern. They go on to explain that the purpose of the trainings would be to ensure not only improved relationship building but also, furtherance of productive governance through training in needed areas. I am willing to offer any assistance necessary should you and Council desire to pursue this recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Williams", with a long horizontal flourish extending to the right.

Lavonda Graham-Williams  
City Attorney