

EXECUTIVE DIRECTOR OF PUBLIC SAFETY EMPLOYMENT AGREEMENT

This Agreement is entered into this 28th day of September, 2017 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and Joseph Scott Scrimizzi, an individual (the "Executive Director of Public Safety") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Joseph Scott Scrimizzi as Executive Director of Public Safety of the City of Hamilton, Ohio, and Joseph Scott Scrimizzi has recognized and acknowledged the responsibilities and duties of the Executive Director of Public Safety;

NOW, THEREFORE, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

SECTION 1 - DUTIES

Effective July 31, 2017, the City employs Executive Director of Public Safety on the terms and conditions stated below to act as Executive Director of Public Safety for the City of Hamilton, Ohio. Executive Director of Public Safety shall satisfactorily perform the duties of Executive Director of Public Safety as more fully described in the job description for this position, which may be revised from time to time, and perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2 - AT-WILL EMPLOYMENT

Either the Executive Director of Public Safety or the City may terminate the Executive Director of Public Safety's employment relationship with the City at any time, for any reason, with or without cause or notice. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

SECTION 3 - SALARY

City agrees to pay Executive Director of Public Safety for his services rendered pursuant hereto an annual base salary of \$132,122, less applicable taxes and withholdings.

City agrees to increase said base salary in such amounts and to such an extent as City Council may determine is desirable for the Executive Director of Public Safety classification in Pay Range 70 in Schedule A of the City's Classification and Compensation Plan. City may reduce the base salary and/or other benefits of Executive Director of Public Safety in the same amount as a reduction across-the-

board for all other City department heads. City will also increase the base salary and/or other benefits of Executive Director of Public Safety in the same amount as an increase across-the-board for all other City department heads.

SECTION 4 – VACATION AND SICK LEAVE

Executive Director of Public Safety shall be entitled to accrue vacation leave as set forth in the Codified Ordinances based upon his total years of service with the City of Hamilton. Executive Director of Public Safety shall be entitled to accrue sick leave as set forth in the Codified Ordinances. Executive Director of Public Safety shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

In the event that the Executive Director of Public Safety terminates his City employment at his own initiative prior to one (1) year of service, Executive Director of Public Safety shall not be entitled to any payment for accrued but unused leave. In the event that Executive Director of Public Safety terminates his City employment at his own initiative after one (1) year of service but prior to three (3) years of service, the pay due and owing the Executive Director of Public Safety for accrued but unused vacation leave shall be reduced by twenty-five percent (25%) of the amount to the time of his leaving employment. After three (3) years of service accrued but unused vacation leave shall be fully paid to Executive Director of Public Safety.

SECTION 5 – HEALTH BENEFITS

City agrees to provide health benefits for the Executive Director of Public Safety and his qualifying dependents equal to and upon the same terms as are provided to other full-time City employees who are not represented by a collective bargaining agreement.

City agrees to provide life insurance for the Executive Director of Public Safety equal to and upon the same terms as is provided to other full-time City employees who are not represented by a collective bargaining agreement.

SECTION 6 – RETIREMENT

City agrees to make regular periodic payments to the State of Ohio Public Employees Retirement System in the amount required by law and as provided for other full-time employees.

SECTION 7 – TERMINATION AND SEVERANCE PAY

A. In the event Executive Director of Public Safety is terminated by the City Manager during such time that Executive Director of Public Safety is willing and able to perform the duties of Executive Director of Public Safety, then in that event the City agrees to pay Executive Director of Public Safety a lump sum cash payment equal to one (1) year of the Executive Director of Public Safety's base salary at the then current rate of pay and payment of accrued but unused vacation leave, less applicable taxes and withholdings.

Provided however, that in the event Executive Director of Public Safety is terminated because of his conviction of any illegal act involving personal gain to him or moral turpitude on his part, then the City shall have no obligation to provide notice of termination or pay the compensation or benefits value as designated in this Paragraph A. In the event that Executive Director of Public Safety is terminated by City because he is charged with an illegal act involving personal gain to him or moral turpitude on his part, all severance payments set forth in this Paragraph A shall be paid to an escrow account until such time as the criminal charges are resolved. If the Executive Director of Public Safety is convicted, the City shall have no obligation to pay the compensation or benefits as designated in this Paragraph A.

For purposes of this Agreement, termination shall be considered to have occurred when:

1. The City Manager terminates the employment of Executive Director of Public Safety for reasons not included in Section 7 herein.

2. If the City reduces the base salary of the Executive Director of Public Safety, unless such reduction is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination.

3. If the Executive Director of Public Safety resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the Executive Director of Public Safety may declare termination as of the date of the suggestion.

4. Breach of contract declared by either party with a thirty (30) day cure period for either Executive Director of Public Safety or City.

B. In the event Executive Director of Public Safety voluntarily resigns his position with the City then the Executive Director of Public Safety shall give the City a minimum of thirty (30) days advance written notice unless the Parties agree otherwise.

SECTION 8 – HOURS OF WORK AND OUTSIDE ACTIVITIES

It is recognized that Executive Director of Public Safety must devote a great deal of his time outside normal work hours to business of the City, and to that end, and from time to time Executive Director of Public Safety will be allowed to take such administrative leave as City Manager shall deem appropriate during said normal office hours, provided that Executive Director of Public Safety fulfills his duties as Executive Director of Public Safety. The position of Executive Director of Public Safety is exempt from overtime as outlined in the Fair Labor Standards Act.

Executive Director of Public Safety shall be permitted to engage in limited teaching or other business opportunities so long as those engagements do not interfere with or create a conflict of interest with his responsibilities under this Agreement. In any such instance, Executive Director of Public Safety shall advise the City Manager of the nature and expected duration of the activity.

SECTION 9 – AUTOMOBILE

During Executive Director of Public Safety's employ, Executive Director of Public Safety shall be provided with a suitable vehicle for his use in conducting City business. All costs of providing and operating that vehicle, including but not limited to, fuel, maintenance and insurance shall be paid by the City.

SECTION 10 – DUES AND SUBSCRIPTIONS

City agrees to budget and pay the professional dues and subscriptions of Executive Director of Public Safety necessary for his continuation and full participation in national, regional, state, and local Public Safety associations. Dues and subscriptions for other organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City may be approved by City Manager.

SECTION 11 – PROFESSIONAL DEVELOPMENT

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Executive Director of Public Safety for professional and official travel, meetings, and occasions adequate to continue the professional development of Executive Director of Public Safety and to adequately pursue necessary official and other functions for the City.

B. City also agrees to budget and pay for the travel and subsistence expenses of Executive Director of Public Safety for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

C. Payment under this Section shall be in accordance with applicable City ordinances and attendance at meetings or seminars involving overnight stay or travel other than by automobile and continuing education at the college or university level must receive prior notification to the City Manager.

SECTION 12 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

City Manager shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Executive Director of Public Safety, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Hamilton, Ohio or any other applicable law.

SECTION 13 – GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the Parties and may only be amended by future written agreement of the Parties. To the extent that any provisions in this Agreement conflict with ordinances of the City, this Agreement shall supersede ordinances in conflict thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

C. This Agreement shall be effective upon its execution by Executive Director of Public Safety and the City Manager.

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 construed and enforced in accordance with the laws of the state of Ohio.

F. This Agreement is expressly conditioned upon Executive Director of Public Safety's ability to perform the essential functions of the position of Executive Director of Public Safety.

G. If the Executive Director of Public Safety is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than sixty (60) days, then the City may terminate this Agreement and Executive Director of Public Safety's employment.

H. If Executive Director of Public Safety dies during the term of employment, City shall pay to the estate of Executive Director of Public Safety the compensation

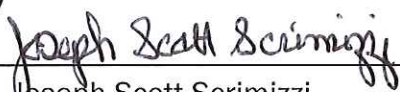
which would otherwise be payable to the Executive Director of Public Safety up to the date on which his death occurs.

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Joseph Scott Scrimizzi have signed and executed this Agreement on the date and year first stated above.

CITY OF HAMILTON, OHIO

By: 
Joshua A. Smith

JOSEPH SCOTT SCRIMIZZI

By: 
Joseph Scott Scrimizzi

Approved as to Form:


Director of Law