

## **DIRECTOR OF PUBLIC SAFETY EMPLOYMENT AGREEMENT**

This Agreement is entered into this 22<sup>nd</sup> day of December, 2014 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 "Director of Public Safety") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Joseph Scott Scrimizzi as Director of Public Safety of the City of Hamilton, Ohio, and Joseph Scott Scrimizzi has recognized and acknowledged the responsibilities and duties of the 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 January 5, 2015, the City employs Director of Public Safety on the terms and conditions stated below to act as Director of Public Safety for the City of Hamilton, Ohio. Director of Public Safety shall satisfactorily perform the duties of 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 Director of Public Safety or the City may terminate the 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 Director of Public Safety for his services rendered pursuant hereto an annual base salary of \$120,848, 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 Director of Public Safety classification in Pay Range 66 in Schedule A of the City's Classification and Compensation Plan. City may reduce the base salary and/or other benefits of 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 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**

Upon commencing employment, Director of Public Safety shall be credited with thirty (30) days of vacation leave and thereafter shall be entitled to accrue vacation leave as set forth in the Codified Ordinances. Upon commencing employment, Director of Public Safety shall be credited with two hundred forty (240) hours of sick leave and thereafter shall be entitled to accrue sick leave as set forth in the Codified Ordinances. Director of Public Safety shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

In the event that the Director of Public Safety terminates his City employment at his own initiative prior to three (3) years of service, Director of Public Safety shall not be entitled to any payment for accrued but unused leave. In the event that Director of Public Safety terminates his City employment at his own initiative after three (3) years of service but prior to five (5) years of service, the pay due and owing the 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 five (5) years of service accrued but unused vacation leave shall be fully paid to Director of Public Safety.

#### **SECTION 5 – HEALTH BENEFITS**

City agrees to provide health benefits for the 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 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 Director of Public Safety is terminated by the City Manager during such time that Director of Public Safety is willing and able to perform the duties of Director of Public Safety, then in that event the City agrees to pay Director of

Public Safety a lump sum cash payment equal to one (1) year of the Director of Public Safety's base salary at the then current rate of pay, less applicable taxes and withholdings.

Provided however, that in the event 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 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 Director of Public Safety is convicted, the City shall have no obligation to pay the compensation or benefits as designated in this Paragraph A. Furthermore, in the event that Director of Public Safety is terminated by City as a result of misfeasance, malfeasance or nonfeasance of Director of Public Safety either related or unrelated to criminal matters, all severance payments designated in this Paragraph A are to be paid to an escrow account until judicial determination that the termination was based upon reliable and probative evidence, at which point the City shall have no obligation to pay such compensation to Director of Public Safety.

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

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

2. If the City reduces the base salary of the 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 Director of Public Safety resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the 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 Director of Public Safety or City.

B. In the event Director of Public Safety voluntarily resigns his position with the City then the 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 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 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 Director of Public Safety fulfills his duties as Director of Public Safety. The position of Director of Public Safety is exempt from overtime as outlined in the Fair Labor Standards Act.

Director of Public Safety shall be permitted to engage in limited teaching or other business opportunities approved in writing by the City Manager. Said teaching or business opportunities shall not interfere with or create a conflict of interest with Director of Public Safety's responsibilities under this Agreement. In requesting approval of the City Manager under this Section 8 of the Agreement, Director of Public Safety shall advise the City Manager of the nature and expected duration of the activity.

## **SECTION 9 - AUTOMOBILE**

During Director of Public Safety's employ, 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 professional dues and subscriptions of Director of Public Safety related to his participation in national, regional, state, and local Public Safety associations, subject to City Manager written approval. 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 the City Manager in writing.

## **SECTION 11 - PROFESSIONAL DEVELOPMENT**

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Director of Public Safety for professional and official travel, meetings, and occasions adequate to continue the professional development of 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 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 11 shall be in accordance with applicable City ordinances and policies and must receive prior written authorization from 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 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 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 Director of Public Safety's ability to perform the essential functions of the position of Director of Public Safety.

G. If the 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 Director of Public Safety's employment.

H. If Director of Public Safety dies during the term of employment, City shall pay to the estate of Director of Public Safety the compensation which would otherwise be payable to the 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  
Joshua A. Smith 12/22/14

**JOSEPH SCOTT SCRIMIZZI**

By: Joseph S. Scrimizzi  
Joseph Scott Scrimizzi

Approved as to Form:

Robert Anderson 12/22/14  
Director of Law