

**EXECUTIVE DIRECTOR OF EXTERNAL SERVICES EMPLOYMENT
AGREEMENT**

This Agreement is entered into this ^{25th} 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 Thomas Vanderhorst, an individual (the "Executive Director of External Services") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Thomas Vanderhorst as Executive Director of External Services of the City of Hamilton, Ohio and Thomas Vanderhorst has recognized and acknowledged the responsibilities and duties of the Executive Director of External Services.

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 External Services on the terms and conditions stated below to act as Executive Director of External Services for the City of Hamilton, Ohio. Executive Director of External Services shall satisfactorily perform the duties of Executive Director of External Services as more fully described in the job description for this position (attached), 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 External Services or the City may terminate the employment relationship with the City at any time, for any reason, with or without cause. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

SECTION 3 – TERMINATION AND SEVERANCE PAY

A. In the event Executive Director of External Services is terminated by the City during such time that the Executive Director of External Services is willing and able to perform the duties of the Executive Director of External Services, then in that event the City agrees to pay Executive Director of External Services a lump sum cash payment equal to twelve (12) month's aggregate salary at the then current rate of pay, and provide twelve (12) months of family health, dental and vision benefits coverage, if desired by the Executive Director of External Services, twelve (12) months of life insurance coverage, and payment of accrued but unused vacation leave and holiday leave or paid time off (PTO).

B. Provided however, that in the event Executive Director of External Services is terminated because of fraud, misappropriation, embezzlement or acts of similar dishonesty, conviction of a felony involving moral turpitude, illegal use of drugs or excessive use of alcohol in the workplace, intentional and willful misconduct that may subject the City to criminal liability, or his criminal conviction of any illegal act involving personal gain to him or moral turpitude on his part, then the City shall have no obligation to pay the compensation as set forth in Paragraph A of this Section 3.

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

1. The City Manager terminates employment of Executive Director of External Services for reasons not included in Section 3B, paragraph 1, above.

2. If the City Manager unilaterally amends the role, powers, duties, authority, responsibilities of the Executive Director of External Service's position that substantially changes the requirements of the position from those reflected in the position description, the Executive Director of External Services shall have the right to declare such amendments constitute termination;

3. If the City reduces the base salary, compensation or any other financial benefit of the Executive Director of External Services, 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 with severance to be paid at the salary in effect prior to the reduction in compensation or benefits;

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

5. Breach of contract declared by either party with a thirty (30) day cure period for either Executive Director of External Services or City.

6. In the event Executive Director of External Services voluntarily resigns his position with the City then Executive Director of External Services shall give the City a minimum of thirty (30) days advance written notice unless the parties agree otherwise. Failure to provide proper notice will relieve the City of its obligation to pay the compensation as set forth in Paragraph A of this Section 3.

SECTION 4 – SALARY

City agrees to pay Executive Director of External Services for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Two Thousand, One Hundred Twenty Two dollars (\$132,122.00) (Said amount is reflective of Step 8 of Pay Range 70 of the City's current Schedule A), less applicable taxes and withholdings.

The City agrees to increase said base salary in such amounts and to such an extent as the City Manager shall recommend or the City Council may determine is desirable for the Executive Director of External Services classification in Schedule A.

SECTION 5 – HOURS OF WORK AND FLEX DAY

It is recognized that Executive Director of External Services will work a minimum of forty (40) hours per week and must devote a great deal of his time outside the normal workweek and normal work hours to the business of the City. To that end, Executive Director of External Services may work a minimum of two (2) days per month at a flexible location, depending on work requirements, approval of the City Manager, and provided that the Executive Director of External Services fulfills his job duties.

SECTION 6 – VACATION, HOLIDAYS, AND SICK LEAVE

During calendar year 2017, Executive Director of External Services shall be treated as an employee with seventeen (17) years of service for purposes of vacation or PTO accrual. Thereafter, Executive Director of External Services' vacation leave or PTO accrual shall be calculated consistent with the applicable Codified Ordinance and increase in accordance with the appropriate schedule. Executive Director of External Services shall be entitled to sick leave as set forth in the Codified Ordinances. Executive Director of External Services shall be entitled to holiday leave benefits as set forth in the Codified Ordinances. Executive Director of External Services shall use said vacation, PTO, holiday and sick leave in accordance with applicable City ordinances and policies.

SECTION 7 – HEALTH BENEFITS

City agrees to provide health benefits for the Executive Director of External Services and his spouse and 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.

SECTION 8 – 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 9 – DUES AND SUBSCRIPTIONS

City agrees to budget and pay the professional dues and subscriptions of Executive Director of External Services necessary for his full participation in national, regional, state, and local professional associations as well as to pay any fees or dues (including costs associated with Continuing Education requirements) associated with the Executive Director of External Services' maintenance of Executive Director of External Services' maintenance of a professional certification. Provided, the total for all such fees, dues, and costs shall not exceed \$3,500 annually unless specifically authorized by the City Manager in advance. 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 10 – PROFESSIONAL DEVELOPMENT

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Executive Director of External Services for professional and official travel, meetings, and occasions adequate to continue the professional development of Director and to adequately pursue necessary official and other functions for the City. Provided, the total for all such travel and associated expenses shall not exceed \$1,500 annually unless specifically authorized by the City Manager in advance.

B. City also agrees to budget and pay for the travel and subsistence expenses of Executive Director of External Services for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City, as may be approved by the City Manager.

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. It is understood that travel to and attendance at approved meetings, courses or seminars shall be considered “work” for purposes of Section 5, above.

SECTION 11 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

City 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 External Services, 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 12 – 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. This Agreement sets forth all compensation and benefits of the Executive Director of External Services, and no other compensation or benefits are contemplated by this Agreement aside from those set forth in Chapter 181 of the Codified Ordinances of the City of Hamilton payable to other City employees. 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 External Services and the City's representatives.

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. If the Executive Director of External Services is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than one hundred eighty (180) days, then the City may terminate this Agreement and Executive Director of External Service's employment without any obligation on the City's part to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

G. If Executive Director of External Services dies during the term of employment, City shall pay to the revocable living trust in effect at time of death of the Executive Director of External Services the compensation which would otherwise be payable to the Executive Director of External Services up to the date on which his death occurs; provided, however, that the City shall have no obligation to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Thomas Vanderhorst 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

THOMAS VANDERHORST

By: Thomas Vanderhorst
Thomas Vanderhorst

Approved as to form:

Heather Anderson
Law Director