

**EXECUTIVE DIRECTOR OF INFRASTRUCTURE EMPLOYMENT  
AGREEMENT**

This Agreement is entered into this day of July 25, 2019 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and James Logan, an individual (the "Executive Director of Infrastructure") (collectively the "Parties").

WHEREAS, the City desires to retain the services of James Logan as Executive Director of Infrastructure of the City of Hamilton, Ohio and James Logan has recognized and acknowledged the responsibilities and duties of the Executive Director of Infrastructure.

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 June 24, 2019, the City employs Executive Director of Infrastructure on the terms and conditions stated below to act as Executive Director of Infrastructure for the City of Hamilton, Ohio. Executive Director of Infrastructure shall satisfactorily perform the duties of Executive Director of Infrastructure 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 Infrastructure 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 Infrastructure is terminated by the City during such time that the Executive Director of Infrastructure is willing and able to perform the duties of the Executive Director of Infrastructure, then in that event the City agrees to pay Executive Director of Infrastructure 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 Infrastructure, 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 Infrastructure 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 Infrastructure for reasons not included in Section 3B above;
2. If the City Manager unilaterally amends the role, powers, duties, authority, responsibilities of the Executive Director of Infrastructure's position that substantially changes the requirements of the position from those reflected in the position description, the Executive Director of Infrastructure shall have the right to declare that such amendments constitute termination;
3. If the City reduces the base salary, compensation or any other financial benefit of the Executive Director of Infrastructure, 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 Infrastructure resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the Executive Director of Infrastructure 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 Infrastructure or City;
6. In the event Executive Director of Infrastructure voluntarily resigns his position with the City then Executive Director of Infrastructure 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**

A. City agrees to pay Executive Director of Infrastructure for his services rendered pursuant hereto an annual base salary of One Hundred Eighty-Seven Thousand, Two Hundred Dollars (\$187,200.00).

B. 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 Infrastructure.

#### **SECTION 5 – HOURS OF WORK AND OUTSIDE ACTIVITIES**

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

B. Executive Director of Infrastructure 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 Infrastructure shall advise the City Manager of the nature and expected duration of the activity.

#### **SECTION 6 – AUTOMOBILE**

During the Executive Director of Infrastructure's employ, the Executive Director of Infrastructure shall provide a suitable personal vehicle for his use in conducting City business. All costs of providing and operating that personal vehicle, including but not limited to, fuel, maintenance and insurance shall be paid by the Executive Director of Infrastructure. City shall be named as an additional insured on the insurance policy provided by the Executive Director of Infrastructure in an amount of at least One Million Dollars (\$1,000,000.00) combined single limit coverage, said policy to be acceptable to the City Law Director. The cost, if any, of naming the City as an additional insured on said policy shall be paid by the City. The City will reimburse the Executive Director of Infrastructure at the maximum applicable IRS rate while traveling outside of Butler County on City business.

#### **SECTION 7 – VACATION AND HOLIDAYS**

During calendar year 2019, Executive Director of Infrastructure shall be treated as an employee with nineteen (19) years of service for purposes of vacation or PTO accrual. Thereafter, Executive Director of Infrastructure's 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 Infrastructure shall be entitled to holiday leave benefits as set forth in the Codified Ordinances. Executive Director of Infrastructure shall use said vacation, PTO, and holidays in accordance with applicable City ordinances and policies.

#### **SECTION 8 – HEALTH BENEFITS**

City agrees to provide health benefits for the Executive Director of Infrastructure 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 9 – 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 10 – DUES AND SUBSCRIPTIONS**

City agrees to budget and pay the professional dues and subscriptions of Executive Director of Infrastructure necessary for his continuation and full participation in national,

regional, state and local City Manager associations as well as to pay the dues for Rotary Club membership dues and subscriptions for other organizations necessary and desirable for his continued professional participation, growth and advancement.

### **SECTION 11 – PROFESSIONAL DEVELOPMENT**

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Executive Director of Infrastructure for professional and official travel, meetings, and occasions adequate to continue the professional development of Executive Director of Infrastructure 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 Thirty Thousand Dollars (\$30,000.00) during every odd calendar year 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 Infrastructure 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 12 – 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 Infrastructure, 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 – OTHER BENEFITS**

A. Supplemental Retirement Plan. City has established and sponsored a qualified retirement plan under Section 401(a) of the Internal Revenue Code. The plan is called the City of Hamilton Supplemental Retirement Bonus Plan (the “Supplemental Retirement Plan”). The purpose of the Supplemental Retirement Plan is to induce the service or encourage the continued service of key employees in order that the interests of City may be advanced. Executive Director of Infrastructure is eligible for participation under the terms of the Supplemental Retirement Plan. Executive Director of Infrastructure shall receive an annual allocation during the term of this Agreement to the account established and maintained exclusively for Executive Director of Infrastructure. The City may elect to allocate sums in any year on a non-recurring basis, in its discretion. Annual allocations of Ten Thousand Dollars (\$10,000.00) each January and any allocated funds shall be invested in VT Vantagepoint Model Portfolio Conservative Growth Fund or ICMA-RC approved funds, as agreed to by Executive Director of Infrastructure and City Council.

B. Executive Director of Infrastructure's allocations will vest only if Executive Director of Infrastructure remains employed as Executive Director of Infrastructure by City through September 30, 2024 (the "Vesting Date"). In no event will Executive Director of Infrastructure vest in any portion of his allocations if his employment as Executive Director of Infrastructure with City terminates for any reason prior to the Vesting Date.

C. Execution of this Agreement hereby manifests Executive Director of Infrastructure's election to participate in the Supplemental Retirement Plan under the terms listed above. Notwithstanding anything in this Agreement, the terms of the Supplemental Retirement Plan govern Executive Director of Infrastructure's participation in the Supplemental Retirement Plan. Executive Director of Infrastructure should carefully review the Supplemental Retirement Plan for a complete understanding of the terms and conditions of participating in the Supplemental Retirement Plan. A copy of the Supplemental Retirement Plan has been made available to Executive Director of Infrastructure for review and will be on file at the City.

#### **SECTION 14 – INDEMNIFICATION**

To the extent permitted by law, the City agrees that it shall defend, hold harmless and indemnify the Executive Director of Infrastructure from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director of Infrastructure in his individual capacity or in his official capacity as agent and employee of the City pursuant to applicable City ordinances and state statutes. This indemnification includes all civil demands, claims, suits and legal proceedings, whether threatened or instituted, and also includes criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of the Executive Director of Infrastructure while acting within the scope of the Executive Director of Infrastructure's employment with the City and in the good faith belief that such conduct was lawful and in the best interest of the City. This paragraph does not include defense or indemnification for exemplary or punitive damages and does not include defense or indemnification for any criminal legal proceedings wherein the criminal act or omission alleged involves a culpable mental state on the part of the Executive Director of Infrastructure which is, or is equivalent to, "purposely" or "knowingly" or "recklessly" as those terms are defined in Ohio Revised Code Chapter 2901 as may be amended from time to time. Notwithstanding the above, the City shall not be required to indemnify Executive Director of Infrastructure to the extent that Manager is covered by a policy of insurance for civil liability purchased by the City. To the extent that Chapter 185 of the Hamilton Codified Ordinances extends indemnification benefits to City employees in addition to those set forth in this Agreement, then those additional indemnification benefits shall likewise extend to the Executive Director of Infrastructure. In no case will individual members of Council be personally liable for indemnifying the Executive Director of Infrastructure against such demands, claims, suits, actions and legal proceedings. It is expressly recognized between the parties to this Agreement that the duty to provide for the defense of the Executive Director of Infrastructure also applies to civil actions, administrative proceedings or legal proceedings threatened or commenced by or on behalf of the State or other political subdivision. It is further expressly recognized that the City has the right to settle or

compromise unless said compromise or settlement is of a personal nature to Executive Director of Infrastructure.

### **SECTION 15 – 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 Infrastructure, 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 Infrastructure 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.

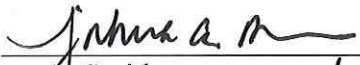
F. If the Executive Director of Infrastructure is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than one hundred eighty (180) days, then the City may terminate this Agreement and Executive Director of Infrastructure's employment without any obligation 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 Infrastructure dies during the term of employment, City shall pay to the estate of the Executive Director of Infrastructure the compensation which would otherwise be payable to the Executive Director of Infrastructure 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 James Logan have signed and executed this Agreement on the date and year first stated above.


**CITY OF HAMILTON, OHIO**

By:   
Joshua A. Smith      7/23/19

**JAMES LOGAN**

By:   
James Logan      7/25/19

Approved as to Form:

  
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Law Director