

EXECUTIVE DIRECTOR OF INFRASTRUCTURE
EMPLOYMENT AGREEMENT

This Agreement is entered into this day of February 02, 2022 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the “City”), and Edwin Porter, an individual (the “Executive Director of Infrastructure”) (collectively the “Parties”).

WHEREAS, the City desires to employ the services of Edwin Porter as Executive Director of Infrastructure of the City of Hamilton, Ohio and Edwin Porter 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 August 30, 2021, 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 as Exhibit A), 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 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, paragraph 1, 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 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

City agrees to pay Executive Director of Infrastructure for his services rendered pursuant hereto an annual base salary of One Hundred Fifty Four Thousand, Eight Hundred Seventy Seven dollars (\$154,877.00) (Said amount is reflective of Step 11 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 Infrastructure classification in Schedule A.

SECTION 5 – HOURS OF WORK AND OUTSIDE ACTIVITIES

It is recognized that Executive Director of Infrastructure 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 Infrastructure will be allowed to take such administrative leave as the City Manager shall deem appropriate during said normal office hours, provided that the Executive Director of Infrastructure fulfills his job duties in accordance with the direction of the City Manager. The position of Executive Director of Infrastructure is exempt from overtime as outlined in the Fair Labor Standards Act.

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 provide a monthly automobile allowance of \$400.00 to be paid through payroll and the allowance will be reported as wages in accordance with IRS regulations.

SECTION 7 – PAID TIME OFF

During calendar year 2021, Executive Director of Infrastructure shall be treated as an employee with ten (10) years of service for purposes of PTO accrual. Thereafter, Executive Director of Infrastructure's PTO accrual shall be calculated consistent with the applicable Codified Ordinance and increase in accordance with the appropriate schedule. Executive Director of Infrastructure shall use said PTO 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 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 Infrastructure's maintenance of Executive Director of Infrastructure's maintenance of a professional certification.

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, conferences, meetings, and occasions adequate to continue the professional development of Director and to adequately pursue necessary official and other functions for the City. Such conferences shall include, but not be limited to, American Public Power Association annual conference, American Municipal Power conferences, American Public Works Association annual conference, and the American Public Gas Association annual conference.

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 – 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 City 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 14 – 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 Edwin Porter have signed and executed this Agreement on the date and year first stated above.

CITY OF HAMILTON, OHIO

DocuSigned by:
By: Joshua Smith
80F7706BFE046A
Joshua A. Smith

EDWIN PORTER

DocuSigned by:
By: Edwin Porter
02B30155DBB4F5
Edwin Porter

Approved as to form:

DocuSigned by:
[Signature]
75894BFE52B0484E
Lettia S. Block
Director of Law

EXHIBIT A

 <p>City of Hamilton BUTLER COUNTY OHIO</p>	<h1>Executive Director of Infrastructure</h1>	Class Code: 8096
Bargaining Unit: CITY OF HAMILTON, OHIO Established Date: Jul 31, 2017 Revision Date: Jul 31, 2017		

SALARY RANGE

\$55.60 - \$71.22 Hourly
\$9,637.33 - \$12,344.80 Monthly
\$115,648.00 - \$148,137.60 Annually

GENERAL DESCRIPTION:

The position of Executive Director of Infrastructure Services reports to the City Manager and is responsible for the efficient and effective operation of the following Departments (Utility Operations, Engineering, Public Works). The Executive Director of External Services supervises the Director of Utility Operations, Public Works Director, and Director of Engineering, while managing and leading the operational activities related to the infrastructure services functions for the City of Hamilton.

ESSENTIAL JOB FUNCTIONS:

- Provides consultation regarding the various infrastructure services areas to department heads, as requested;
- Evaluates the organizational structure of the City of Hamilton's Infrastructure Services Departments to address potential duplication of services;
- Plans, directs and coordinates through subordinate level staff, the Infrastructure Services Departments work plans; assigns projects and programmatic areas of responsibility;
- Engages all infrastructure services employees to identify opportunities for innovation in the delivering infrastructure services to City of Hamilton employees;
- Continually reviews personnel deployment to ensure efficient and effective utilization of manpower;
- Coordinate the preparation of the Infrastructure Service Department budgets, including regular oversight of the approved operating budgets;
- Directs, coordinates and controls all Infrastructure Service Departmental functions within the City;
- Informs the City Manager of the status of agency activities, programs, problems and plans associated with the City of Hamilton Infrastructure Services Departments;
- Ensures all local, state and federal laws and ordinances are properly enforced;
- Prepares and presents written reports for the City Manager and City Council as directed to ensure presentation in an accurate, timely manner;

SKILLS/KNOWLEDGES/ABILITIES:

- Requires strength in inter-personal skills, self-discipline, self-motivation, as well as the ability to work independently.
- Must possess leadership skills and understanding of current external service strategies.
- Requires ability to handle stressful situations and exhibit compassion and good judgment when dealing with the public.
- Experience working with budgeting for external service departments.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups, employees, and the general public.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

TRAINING/EDUCATION/QUALIFICATIONS:

Minimum Qualifications:

- Five (5) years of increasingly responsible management experience; and
- Bachelor's degree from an accredited college or university with major course work in political science, Engineering, business or public administration, or a related field.

ESSENTIAL PHYSICAL/MENTAL ABILITIES:

- Occasionally: Standing, walking, bending over, reaching overhead, kneeling, pushing or pulling, repetitively using legs, lifting 10lbs or less, carrying 10lbs or less, hand/eye coordination
- Frequently: Sitting, grasping, fine manipulation
- Continuously: Talking, repetitively using hands/arms, concentrating on tasks, handling stress and emotions, examining/observing details, making decisions, remembering details

PROBATIONARY PERIOD AND FLSA STATUS:

Probationary Period:

- One (1) Year

FLSA Status:

- Exempt

ORDINANCE NO. 022021-10-94

AN ORDINANCE WAIVING CERTAIN PROVISIONS OF CHAPTER 181 OF THE CITY OF HAMILTON, OHIO'S CODIFIED ORDINANCES, RELATIVE TO EMPLOYEE FRINGE BENEFITS, WITH REGARD TO EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR OF INFRASTRUCTURE.

WHEREAS, Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio sets forth employee fringe benefits; and

WHEREAS, the City Manager is authorized, by Article 5.02 of the City Charter, to hire personnel and has determined to retain Edwin Porter in the position of Executive Director of Infrastructure, effective August 30, 2021; and

WHEREAS, since certain terms and conditions found in the employment agreement between said employee and the City are in conflict with Chapter 181 and/or are in addition to those found in said Chapter, it is therefore necessary for Council to waive said provisions specifically for the terms of said agreements; and

WHEREAS, said provisions include those relating to severance; and

WHEREAS, Council desires to waive said provisions of Chapter 181 in this case only, for said purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hamilton, Ohio:


SECTION I: That Council hereby approves the terms and conditions set forth in the Executive Director of Infrastructure Employment Agreement ("Employment Agreement") by and between the City of Hamilton and Edwin Porter and authorizes and directs the City Manager to execute said Employment Agreement subject to any amendments as recommended by the Director of Law. Said Employment Agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, incorporated herein by reference, and made a part hereof.

SECTION II: That certain provisions of Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio, which set forth employee fringe benefits, including those related to severance, shall be and are hereby waived specifically for terms and conditions found in the Employment Agreement between Edwin Porter and the City. To the extent there is any conflict between the employment agreement and the provisions of Chapter 181, or elsewhere within the Codified Ordinances of Hamilton related to fringe benefits, the employment agreement between the aforementioned individuals and the City shall control.

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: October 27, 2021

Effective Date: November 26, 2021



Mayor

ATTEST: Daniel Tidyman
City Clerk

CERTIFICATE

I, Daniel Tidyman, City Clerk of the City of Hamilton, Ohio, State of Ohio, hereby certify that the foregoing Ordinance No. 022021-10-94 was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in the lobby of City Hall for a period of ten days. POSTED: October 27, 2021.

Daniel Tidyman
Daniel Tidyman, City Clerk
CITY OF HAMILTON, OHIO

Ordinance No. 082021-40-04 (cont'd)

Exhibit No. 1

EXECUTIVE DIRECTOR OF INFRASTRUCTURE
EMPLOYMENT AGREEMENT

This Agreement is entered into this day of _____, 2021 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and Edwin Porter, an individual (the "Executive Director of Infrastructure") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Edwin Porter as Executive Director of Infrastructure of the City of Hamilton, Ohio and Edwin Porter 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 August 30, 2021, 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 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, paragraph 1, above.
2. If the City Manager unilaterally amends the role, powers, duties, authority, responsibilities of the Director of Human Resource'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 such amendments constitute termination;
3. If the City reduces the base salary, compensation or any other financial benefit of the

Ordinance No. Ord 2021-10-24 (cont'd)

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

City agrees to pay Executive Director of Infrastructure for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Two Thousand, One Hundred Twenty Two dollars (\$154,877.00) (Said amount is reflective of Step 11 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 Infrastructure classification in Schedule A.

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It is recognized that Executive Director of Infrastructure 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 Infrastructure will be allowed to take such administrative leave as the City Manager shall deem appropriate during said normal office hours, provided that the Executive Director of Infrastructure fulfills his job duties in accordance with the direction of the City Manager. The position of Executive Director of Infrastructure is exempt from overtime as outlined in the Fair Labor Standards Act.

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.

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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 provide a monthly automobile allowance of \$400 to be paid through payroll and the allowance will be reported as wages in accordance with IRS regulations.

SECTION 7 – PAID TIME OFF

During calendar year 2021, Executive Director of Infrastructure shall be treated as an employee with ten (10) years of service for purposes of PTO accrual. Thereafter, Executive Director of Infrastructure's PTO

Ordinance No. 022021-10-94 (cont'd)

accrual shall be calculated consistent with the applicable Codified Ordinance and increase in accordance with the appropriate schedule. Executive Director of Infrastructure shall use said PTO in accordance with applicable City ordinances and policies.

SECTION 8 – HEALTH BENEFITS

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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, conferences, meetings, and occasions adequate to continue the professional development of Director and to adequately pursue necessary official and other functions for the City. Such conferences shall include, but not be limited to, American Public Power Association annual conference, American Municipal Power conferences, American Public Works Association annual conference, and the American Public Gas Association annual conference.

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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 – 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

Ordinance No. 027021-12-94 (cont'd)

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 14 – 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 Director of Human Resource'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.

Ordinance No. 02-021-10-04 (cont'd)

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

Edwin porter

By: _____
Edwin Porter

Approved as to form:

Law Director