

## **FINANCE DIRECTOR EMPLOYMENT AGREEMENT**

This Agreement is entered into this 18<sup>th</sup> day of August, 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 Thomas Vanderhorst, an individual (the "Finance Director") (collectively the "Parties").

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

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 18, 2014, the City employs Finance Director on the terms and conditions stated below to act as Finance Director for the City of Hamilton, Ohio. Finance Director shall satisfactorily perform the duties of Finance Director 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 Finance Director or the City may terminate the 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 Finance Director for his services rendered pursuant hereto an annual base salary of One Hundred Eighteen Thousand Forty Dollars (\$118,040.00), 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 Finance Director classification in Schedule A. City may reduce the base salary and/or other benefits of Finance Director in the same amount as a reduction across-the-board for all other City department heads.

### **SECTION 4 – LEAVE**

A. Upon commencing employment, Finance Director shall be credited with two (2) weeks of vacation leave. Beginning on January 1, 2015, for the purposes of calculating Finance

Director's vacation leave only, Finance Director shall be treated as a City employee with fifteen (15) years of continuous service as set forth in the Codified Ordinances. Upon commencing employment, Finance Director shall be entitled to sick leave, birthday holiday, and floating holidays as set forth in the Codified Ordinances. Finance Director shall use said vacation leave, sick leave, birthday holiday, and floating holidays in accordance with applicable City ordinances and policies.

B. In the event that Finance Director terminates his City employment at his own initiative prior to three (3) years of service, Finance Director shall not be entitled to any payment for accrued but unused leave. In the event that Finance Director 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 Finance Director for accrued but unused leave shall be reduced by twenty-five percent (25%), and after five (5) years of service accrued but unused leave shall be fully paid to Finance Director.

#### **SECTION 5 – HEALTH BENEFITS**

The Parties agree that coverage in the City's plan of health insurance for the Finance Director and his dependants shall commence on September 1, 2014. Notwithstanding the agreement in the immediately preceding sentence, the City agrees to provide health benefits for the Finance Director and his dependants 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 6 – 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 Finance Director, 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 7 – 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 Finance Director, and no other compensation or benefits are contemplated by this Agreement including 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 Finance Director 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. This Agreement is expressly conditioned upon Finance Director's ability to perform the essential functions of the position of Finance Director and successfully passing a pre-employment medical examination, a comprehensive criminal/background investigation, and a drug screen test showing no illegal substances prior to the starting date of Finance Director's employment. The medical examination, criminal/background investigation, and drug screen are provided at the City's expense.

G. If the Finance Director 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 Finance Director's employment.

H. If Finance Director dies during the term of employment, City shall pay to the estate of Finance Director the compensation which would otherwise be payable to the Finance Director up to the date on which his death occurs.

**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: Tom Vanderhorst  
Thomas Vanderhorst

Approved as to form:

Heather Sanderson Lewis 1/12/15  
Heather Sanderson Lewis  
Law Director