

## DIRECTOR OF PROJECT IMPLEMENTATION EMPLOYMENT AGREEMENT

This Agreement is entered into this 28<sup>th</sup> day of July, 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 Michael R. Perry, an individual (the "Project Implementation Director") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Michael R. Perry as Director of Project Implementation of the City of Hamilton, Ohio and Michael R. Perry has recognized and acknowledged the responsibilities and duties of the Director of Special Utility Projects.

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 28, 2014, the City employs Project Implementation Director on the terms and conditions stated below to act as Director of Project Implementation for the City of Hamilton, Ohio. Project Implementation Director shall satisfactorily perform the duties of Director of Project Implementation 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 Director of Public Utilities and the City Manager shall from time to time assign.

### SECTION 2 – AT-WILL EMPLOYMENT

Either the Project Implementation 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 – TERMINATION AND SEVERANCE PAY

A. In the event Project Implementation Director is terminated by the City prior to one (1) year of service during such time that the Project Implementation Director is willing and able to perform the duties of the Project Implementation Director, then in that event the City agrees to pay Project Implementation Director a lump sum cash payment equal to one (1) year's aggregate salary at the then current rate of pay. In the event Project Implementation Director is terminated by the City after one (1) year of service but prior to two (2) years of service during such time that the Project Implementation Director is willing and able to perform the duties of the Project Implementation Director, then in that event the City agrees to pay Project Implementation Director a lump sum cash payment equal to six (6) months' aggregate salary at the then current rate of pay. In the event Project Implementation Director is terminated by the City after two (2) years of service but prior to five (5) years of service during such time that the Project

Implementation Director is willing and able to perform the duties of the Project Implementation Director, then in that event the City agrees to pay Project Implementation Director a lump sum cash payment equal to three (3) months' aggregate salary at the then current rate of pay.

B. Provided however, that in the event Project Implementation Director 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 or civil liability, breach of the Project Implementation Director's duty of loyalty, including the diversion or usurpation of opportunities properly belonging to the City, or 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 pay the compensation as set forth in Paragraph A of this Section 3.

#### **SECTION 4 – SALARY**

Upon commencing employment, City agrees to pay Project Implementation Director for his services rendered pursuant hereto an annual base salary of One Hundred Forty Thousand One Hundred Thirty Dollars (\$140,130.00), less applicable taxes and withholdings. After one (1) year of service, City agrees to pay Project Implementation Director for his services rendered pursuant hereto an annual base salary of One Hundred Forty-Three Thousand Six Hundred Three Dollars (\$143,603.00), less applicable taxes and withholdings, subject to the Project Implementation Director's satisfactory performance per the evaluation of the Director of Public Utilities and/or the City Manager. After two (2) years of service, City agrees to pay Project Implementation Director for his services rendered pursuant hereto an annual base salary of One Hundred Forty-Seven Thousand Two Hundred Forty-Three Dollars (\$147,243.00), less applicable taxes and withholdings, subject to the Project Implementation Director's satisfactory performance per the evaluation of the Director of Public Utilities and/or the City Manager. After three (3) years of service, 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 Project Implementation classification in Schedule A.

#### **SECTION 5 – HOURS OF WORK AND FLEX DAY**

It is recognized that Project Implementation Director 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, Project Implementation Director may work one (1) day per workweek at a flexible location, depending of work requirements, approval of the Director of Public Utility, and provided that the Project Implementation Director fulfills his job duties.

## **SECTION 6 – VACATION AND SICK LEAVE**

A. Upon commencing employment, Project Implementation Director shall be credited with four (4) weeks of vacation leave for use during the 2014 calendar year. Project Implementation Director's vacation leave shall be calculated consistent with a City employee with twenty-six (26) years or more of continuous service as set forth in the Codified Ordinances and Project Implementation Director shall be entitled to sick leave as set forth in the Codified Ordinances upon commencing employment. Project Implementation Director shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

B. In the event that Project Implementation Director terminates his City employment at his own initiative prior to three (3) years of service, Project Implementation Director shall not be entitled to any payment for accrued but unused leave. In the event that Project Implementation Director terminates his City employment at his own initiative after three (3) years service accrued but unused leave shall be fully paid to Project Implementation Director.

## **SECTION 7 – HEALTH BENEFITS**

City agrees to provide health benefits for the Project Implementation Director and his spouse 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. Health Benefits shall commence on August 1, 2014.

## **SECTION 8 – 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 Project Implementation 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 9 – 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 Project Implementation 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 Project Implementation 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.

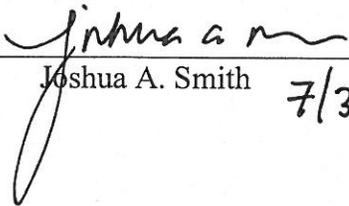
F. If the Project Implementation Director is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than sixty (60) days, then the City may terminate this Agreement and Project Implementation Director's employment and shall have no obligation to pay the severance compensation set forth in Section 3, Paragraph A of this Agreement.

G. If Project Implementation Director dies during the term of employment, City shall pay to Debra G. Perry, spouse of the Project Implementation Director the compensation which would otherwise be payable to the Project Implementation Director up to the date on which his death occurs.

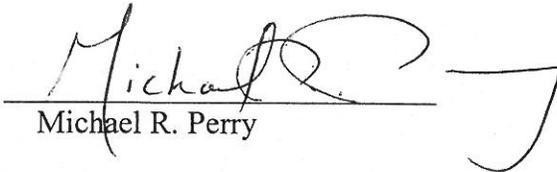
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Michael R. Perry have signed and executed this Agreement on the date and year first stated above.

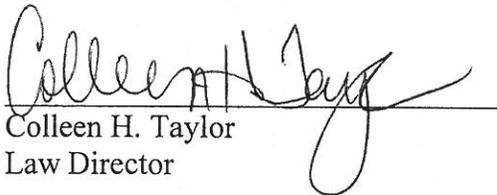
**CITY OF HAMILTON, OHIO**

By:   
Joshua A. Smith 7/30/14

**MICHAEL R. PERRY**

By:   
Michael R. Perry

Approved as to form:

  
Colleen H. Taylor  
Law Director