

RESOLUTION NO. 7 , 2018

**A RESOLUTION APPROVING A CONTRACT FOR EMPLOYMENT FOR
BRIAN K. RIBLET, CITY MANAGER**

WHEREAS, under the authority of Article IV, Section 4.01 of the Charter of the City of Montgomery, City Council did appoint Brian K. Riblet as City Manager on January 9, 2018 by Resolution 4, 2018; and

WHEREAS, within such Resolution, Council did affirm Brian K. Riblet's Base Salary as City Manager at \$149,465.80 per year, and did authorize the Mayor to finalize an Employment Agreement consistent with the City's budget and customary practices; and

WHEREAS, the Mayor has reached an agreement with Brian K. Riblet, a copy of which is attached hereto for Council's approval.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. The attached Employment Agreement is hereby approved establishing Brian K. Riblet's Base Salary at \$149,465.80, with additional compensation to reimburse him for use of his personal automobile at the rate of \$400.00 per month. All other terms and conditions of the contract including benefits are hereby approved.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: March 7 2018

ATTEST: Connie M. Gaylor
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon
Terrence M. Donnellon, Law Director

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between The City of Montgomery, Ohio, an Ohio municipal corporation (“Montgomery”) as authorized by legislation adopted by the Council of the City of Montgomery, Ohio (“City Council”) and Brian K. Riblet (“Riblet”).

WHEREAS, City Council desires to employ Riblet as City Manager of the City of Montgomery, and has appointed him to that position consistent with the terms of the Charter of the City of Montgomery (“Charter”); and

WHEREAS, Montgomery and Riblet desire to enter into this Agreement to establish the terms and conditions under which Riblet will be employed as City Manager for Montgomery; and

WHEREAS, this Agreement is not intended to in any way to substitute for the right to appoint or to terminate the City Manager, which is reserved to the City Council of Montgomery under Article IV of the Charter of Montgomery, nor is this Agreement intended in any way to change Riblet’s status as an “at-will” employee of Montgomery consistent with the terms of the Charter of Montgomery and Ohio law.

NOW THEREFORE, with these intentions in mind, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM:**

The Term of employment has commenced with Riblet’s formal appointment by Resolution on January 9, 2018 and will continue with the execution of this Agreement and the approval of this Agreement by City Council. A copy of the Resolution, attached hereto, approving this Agreement, and appointing Riblet as City Manager, shall establish the beginning date of the Term of employment and this Agreement.

This Agreement shall continue until such time as it is terminated either by City Council, pursuant to the authority granted to City Council to remove the City Manager by the Charter under Article IV, Section 4.01, or voluntary termination by Riblet at his option by providing written notice to the Mayor of the City of Montgomery two (2) months in advance of the date Riblet intends to terminate such employment. Written notice of Riblet's voluntary termination, unless otherwise waived, shall be delivered by Riblet, as provided herein, to the then appointed Mayor of Montgomery. City Council, in its sole discretion, may accelerate Riblet's voluntary termination date upon receipt of such notice, and if such termination date is accelerated at City Council's option, Montgomery agrees to continue to pay Riblet his proportionate Base Salary (as defined herein), and to continue any benefits of employment through the accelerated period which advances the termination date. Such payment of Base Salary and benefits shall be consistent with the same schedule for payroll and employment benefits then in effect for Montgomery employees and shall be subject to all legal deductions for taxes or other benefit contributions. It is understood and agreed by and among the parties that City Council's decision to accelerate Riblet's termination date upon Riblet's notice of voluntary termination shall not be construed as City Council's decision to terminate Riblet entitling him to Severance Compensation on termination as provided herein. Even with the decision to accelerate the termination date, such termination shall be considered as Riblet's voluntary termination.

Notwithstanding the above, it is understood and agreed by and between the parties that Riblet's employment with Montgomery is an at-will relationship and nothing shall bind Montgomery to continue Riblet's employment, nor to terminate such employment with or without cause, so long as such termination is consistent with the law and the rights and responsibilities reserved to City Council under the terms of the City Charter.

2. **DUTIES AND PERFORMANCE:**

Riblet agrees to perform the functions and duties specified in the City Charter, the duties and responsibilities required under Ohio law or by the Ordinances and Resolutions adopted by the City Council, and to perform such other permissible and proper duties and functions as the City Council shall assign from time to time.

During his term of employment, Riblet shall devote his exclusive and full professional time and attention to the business and affairs of Montgomery. His exclusive

responsibilities to Montgomery should not be construed to prevent him from occasional teaching, writing, or speaking engagements during his time away from his responsibilities with Montgomery so long as such outside activities are appropriately approved in advance by the Mayor or City Council.

During September, 2018 Council shall review Riblet's performance as City Manager and provide appropriate feedback concerning his performance. Thereafter, Council shall evaluate Riblet annually during September to assess his ongoing performance.

3. **SALARY AND BENEFITS:**

(a) Base Salary. With his initial appointment as City Manager, Riblet will receive a gross annual salary ("Base Salary") equal to One Hundred Forty-Nine Thousand Four Hundred Sixty-Five Dollars and Eighty Cents (\$149,465.80) payable in regular installments in accordance with Montgomery's current payroll practices. This Base Salary is quoted for convenience and is not intended, nor should it be construed as, a promise or guarantee of employment for a fixed period of time, nor for fixed compensation for serving any portion of the term of employment. If Riblet's employment is terminated at any time during the Term of this Agreement, such Base Salary shall be prorated during the calendar year of such termination from the first date of the calendar year through the date of termination.

Riblet acknowledges and understands that as an Executive Employee, the position of City Manager is an exempted position under the Federal Labor Standards Act and he is not entitled to additional compensation nor overtime compensation for hours of work outside of the appropriate work period. It is understood and agreed as the City Manager, Riblet will, and is expected to, perform his work whenever and wherever as needed.

(b) Auto Allowance. Montgomery shall pay Riblet Four Hundred Dollars (\$400.00) per month, payable in convenient installments, as an allowance for the use of his personal motor vehicle for the business purposes of Montgomery. Riblet shall carry appropriate liability insurance for his personal and business use of his motor vehicle. Montgomery reserves the right from time to time to request evidence of motor vehicle insurance coverage and, if necessary, to request that Montgomery be named as an additional insured under such policy. This additional motor vehicle allowance shall not be considered as compensation for the purposes of contribution to the Ohio Public Employees Retirement System.

(c) Employment Benefits. Montgomery, in its sole discretion, may institute certain benefit programs from time to time for its eligible employees. Riblet shall be entitled to participate in such programs as a full-time, permanent employee. Riblet has no expectations regarding such benefit plans, their continuation, or his ability to be eligible to participate in any specific benefit plans other than those as approved by City Council for eligible employees. Any and all such benefit programs may be instituted, amended and/or discontinued at any time in Montgomery's discretion without Riblet's consent.

Riblet's employment is subject to the terms and conditions as set forth in the Personnel Policies Manual of Montgomery. Riblet acknowledges that Montgomery may change or terminate, unilaterally, without notice, any and all employment policies, rules, regulations, practices, procedures and benefits programs at any time and for any or no reason. In no event shall Riblet be deemed to have a vested right in the continuation of any such policies, rules, regulations, practice, procedures or employee benefit programs, whether published or otherwise. Nothing contained within this Agreement nor contained in the current or future policies, rules, regulations, practices or procedures of Montgomery shall be construed as a guarantee of continuing employment or of any of the terms and conditions or benefits of employment related thereto.

4. **PROFESSIONAL DEVELOPMENT:**

So long as appropriately budgeted each year by the City Council, and so long as such expenditures are within the budgeted amounts, Montgomery will pay membership dues for Riblet to participate in the local, Ohio and International City/County Management Associations, membership dues for Riblet to participate in appropriate local civic organizations necessary for Riblet's development in the community and for the benefit of Montgomery by maintaining community relations within these various civic organizations, and a reasonable sum for Riblet to attend the annual conferences of the International City/County Management Association and the Ohio City/County Management Association.

5. **SEVERANCE COMPENSATION:**

If City Council shall choose to remove Riblet as City Manager pursuant to Article IV, Section 4.01 of the Montgomery Charter, during the first six months of the Term of this

Agreement, Riblet shall not be entitled to terminal benefits or other Severance Compensation other than those benefits extended to any permanent, full time employee on separation from employment with Montgomery. Except as otherwise provided herein, if Riblet is removed as City Manager by City Council pursuant to Article IV, Section 4.01 of the Montgomery Charter after the initial six month period of the Term of this Agreement, then Riblet shall be entitled to Severance Compensation equal to six months of his then Base Salary (“Severance Compensation”). This Severance Compensation shall be increased by one month for each rolling twelve month year of Riblet’s completed service for the City of Montgomery as City Manager, commencing October 1, 2019. Provided, however, this Severance Compensation, as adjusted, shall be capped at a maximum of twelve months of Base Salary. Base Salary for the termination of Severance Compensation shall not include the value of any automobile reimbursement, deferred compensation, nor or the value of any other employment benefits provided to Riblet as set forth within this Agreement or to which he may be entitled in the polices, rules, regulations, practices, procedures and benefit programs for eligible employees of the City, including Riblet.

Severance Compensation shall be paid in equal installments consistent with the payroll cycle then in effect for employees of Montgomery (“Severance Period”). The Severance Compensation shall terminate earlier than the close of the Severance Period if Riblet shall secure employment in the public or private sector equal to or in excess of his Base Salary during the Severance Period.

This Severance Compensation shall be in addition to, and not a substitute for any other employment benefits Riblet, or any other permanent, full time employee shall be entitled to receive on separation from service with the City of Montgomery.

If Riblet voluntarily terminates his employment with Montgomery as provided within this agreement, whether such separation from employment is a resignation or retirement, then it is agreed that no Severance Compensation shall be due and payable to Riblet. If Riblet should be terminated as a result of a conviction of any criminal act, whether misdemeanor or felony, committed while acting on behalf of Montgomery, or within the scope and responsibility of his employment with Montgomery, then Riblet may be terminated immediately by City Council pursuant to Article IV, Section 4.01 of the Charter of Montgomery and no Severance Compensation shall be due and payable to Riblet.

6. **ARBITRATION:**

Riblet and Montgomery agree to submit any dispute arising out of or relating to this Agreement, including any claim for breach, enforcement, or interpretation of this Agreement, or the terms and conditions of his employment with Montgomery, to binding and final arbitration before a single arbitrator in an arbitration proceeding administered by the Cincinnati Bar Association Arbitration Services pursuant to its Rules and Procedures in effect at the time the dispute is submitted. If the Cincinnati Bar Association Arbitration Services no longer exists at the time that any dispute should arise, then the parties may substitute any other arbitration service they deem to be appropriate, or absent an agreement between the parties, such dispute shall be submitted to the appropriate arbitration service administered by the American Arbitration Association for such employment disputes. Any court having jurisdiction may enter judgment upon the award that the arbitrator renders. Riblet and Montgomery hereby irrevocably submit to the jurisdiction of the Court of Common Pleas, Hamilton County, Ohio for purposes of Entry of any judgment upon any award rendered by the arbitrator. Such arbitration shall be conducted in Cincinnati, Ohio. This provision to arbitrate any dispute shall not apply to permit the arbitration of any dispute or difference of opinion related to Riblet performance review or goals as set forth in Paragraph 2 above.

7. **INTEGRATION:**

This Agreement constitutes the complete and exclusive agreement of the parties and supersedes all prior or contemporaneous agreements, representations or understandings, whether written or oral, with respect to Riblet's employment. The terms of this Agreement may not be modified or amended except by a written instrument signed by Riblet and appropriately approved by the City Council.

8. **WAIVER:**

Waiver of the benefit of any provisions of this Agreement must be in writing to be effective. The waiver of any party hereto of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by such party of the right to insist upon strict compliance

by the other party hereto with regard to any other covenants or obligations contained in this Agreement.

9. **MISCELLANEOUS:**

A. This Agreement is governed by and shall be construed in accordance with the laws of the State of Ohio without regard to conflicts of laws principals that would require the application of any other law.

B. Should any article, paragraph, section or portion of this Agreement be held unlawful or unenforceable by any court, administrative tribunal, or legislation, then such decision or legislation shall apply only to the specific article, paragraph, section or portion of this Agreement, and the parties agree that the remainder the Agreement shall remain in full force and effect.

C. All notices, requests, demands or other communications under this Agreement shall be in writing, and should only be deemed to be duly given if made in writing delivered personally or sent by registered First Class mail or overnight delivery, to the following addresses:

For City of Montgomery, Ohio:

To the then appointed Mayor,
who currently is:

Christopher P. Dobrozsi
10101 Montgomery Road
Montgomery, Ohio 45242

With a copy to:

The then appointed Director of Law,
who currently is:

Terrence M. Donnellon, Esquire
Donnellon, Donnellon & Miller
9079 Montgomery Road
Cincinnati, Ohio 45242

For Brian K. Riblet:

Brian K. Riblet
4794 Powderhorn Drive
Cincinnati, OH 45244

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates set forth below.

THE CITY OF MONTGOMERY, OHIO

BY: Christopher P. Dobrozsi
Christopher P. Dobrozsi

Its: Mayor

Date: 3.7.18

Brian K. Riblet
Brian K. Riblet

Date: 3/7/18

APPROVED AS TO FORM:

Terrence M. Donnellon
Terrence M. Donnellon
Director of Law