

EMERGENCY

City of Cincinnati

CMZ

AWB

An Ordinance No. _____

- 2022

APPROVING the recommendation of the Mayor of the appointment of John Curp as Interim City Manager, effective as of 8:00 a.m. on January 19, 2022; **ESTABLISHING** the terms and compensation for the position, pursuant to Article III, Section 2 and Article IV, Section 1 of the Charter; and **AUTHORIZING** the terms of severance of the former City Manager, in accordance with Article III, Section 2 of the Charter.

WHEREAS, John Curp previously served as City Solicitor from 2008 to 2014 and has a demonstrated knowledge and understanding of City administration; and

WHEREAS, Article III, Section 2 of the Charter of the City of Cincinnati authorizes the Mayor to submit to City Council, for its approval, a temporary appointment to the position of City Manager; and

WHEREAS, the Mayor has recommended John Curp to serve as Interim City Manager; and

WHEREAS, the appointment of John Curp to the position of Interim City Manager will be a temporary appointment, to permit the Mayor to take the necessary and appropriate time to conduct a national search to review candidates and appoint his own choice as City Manager, upon approval of Council; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council, by affirmative vote of five members, approves the appointment of John Curp as Interim City Manager, effective January 19 at 8:00 a.m., which appointment shall be a temporary one, ending upon the appointment of a new City Manager by the Mayor and upon approval of Council.

Section 2. That Council hereby authorizes the payment of a salary to John Curp bi-weekly, at the rate of \$10,197.34 which bi-weekly salary consists of a base rate which equals approximately \$265,130.84 per year.

Section 3. That in addition to the salary set forth in Section 2, John Curp shall be eligible for all benefits provided to Division 5 executive employees with the following additional benefits or exceptions:

Vacation and Sick Leave: Upon assumption of duties as Interim City Manager, John Curp shall accrue vacation and sick leave at the same rate as other Division 5 senior managers within Cincinnati government. Upon assumption of duties as City Manager, the City shall grant John Curp vacation accrual at 9 hours per pay period, approximately 29 days per year. Sick leave shall accrue at the normal rate granted to Division 5 senior managers. In addition, John Curp shall be credited with 10 days of vacation effective at the start of his employment.

Health Care and Other Employee Benefits: John Curp shall be entitled to receive all the benefits afforded Division 5 senior managers, including health care benefits, cost of living adjustments, and life and disability insurance.

Tort Liability Under Ohio Law: John Curp shall be entitled to all of the protection from tort liability afforded to public employees pursuant to Ohio Revised Code Chapter 2744 in relation to political subdivision tort liability in the State of Ohio.

Retirement and Deferred Compensation: John Curp shall be a member of the Cincinnati Retirement System in accordance with all current membership requirements pursuant to the Cincinnati Municipal Code. In addition, John Curp shall receive from the City of Cincinnati the amount of \$369.23 per bi-weekly pay period for contribution to one or more of the City of Cincinnati approved 457(b) deferred compensation programs, for a total annual contribution of up to \$9,599.98.

Continuation of City Employment: The new City Manager shall make a good faith effort to appoint John Curp to a Division 5 senior management position for which he is qualified. John Curp's salary as in his new position shall be at least 75% of his salary as Interim City Manager and 75% of his deferred compensation as set forth in this Ordinance.

Severance:

John Curp shall receive severance according to the terms of Paragraph (A) or Paragraph (B) as applicable, below, but not both:

(A) If John Curp is terminated prior to completion of his appointment as Interim City Manager or if he does not accept the offer of good faith appointment to another Division 5 position upon conclusion of his appointment, then he shall receive six (6) months' salary (\$132,565.42). For purposes of this Paragraph (A), termination includes resignation due to an adverse employment action, including, but not limited to, a vote of no confidence or reduction in pay. The severance payment shall be

payable after execution of a mutually agreed upon release and waiver of claims between the City and John Curp related to his City employment.

(B) If the City Manager for any reason chooses not to make a good faith appointment of John Curp consistent with this ordinance or if John Curp accepts an appointment to another Division 5 position upon conclusion of his temporary Interim City Manager appointment but is terminated other than for cause prior to July 30, 2024, then the City shall pay him a lump sum payment for the remaining salary that would have been paid if he had remained in City service at the Division 5 position salary through July 30, 2024. For purposes of this Paragraph B, "cause" means conviction of any employment-related criminal act; willful and repeated neglect in performance of job duties; willful conduct constituting a substantial violation of applicable standards of ethics; or conviction of any felony. Termination includes resignation in response to adverse employment action including, but not limited to, reduction in pay or material reduction in job responsibilities. The severance payment shall be payable after execution of a mutually agreed upon release and waiver of claims between the City and John Curp related to his City employment.

Separation: Upon separation from City employment, John Curp shall be entitled to a payment of accrued sick and vacation time, dollar for dollar; and the total cost of COBRA continuation coverage for up to six months or until such time as John Curp secures alternative employment providing employer-provided health benefits, whichever is earlier.

Dues and Subscriptions: The City will pay for John Curp's membership in the ICMA, Ohio attorney registration fees, Ohio continuing legal education fees, dues for membership in the American Bar Association, the Ohio State Bar Association, the Cincinnati Bar Association, other professional organizations, associated travel, and other such expenses related to the performance of his official duties.

Section 4. That Council approves the terms of the release and settlement agreement attached as Exhibit A, which is incorporated by reference as if fully set forth herein, to the extent such authorization is required to authorize separation and severance terms for Paula Boggs Muething, City Manager, not specifically set forth in Ordinance No. 337-2020.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 4 hereof.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to appoint John Curp as Interim City Manager of the City of Cincinnati and to ensure continuous leadership of the City Administration.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk