



May 23, 2019

Private & Confidential

Mr. Ken Todd
c/o 4310 Queen Street
Niagara Falls, ON, L2E 6X5

Dear Ken:

Re: CAO Contract Extension

On behalf of the Mayor and City Council, the City of Niagara Falls is pleased to offer you the following contract extension as Chief Administrative Officer (CAO), and Chief Executive Officer (CEO), Niagara Falls Holdco. The general terms and provisions are identical to your contract signed on December 31, 2014 (please see the attachment) with the following exceptions:

- The term of this contract is January 1, 2020- June 30, 2020.
- The new salary range for the Chief Administrative Officer position shall be \$190,000 - \$230,000 per annum.
- Should you wish to voluntarily terminate this contract prior to the dates above, you agree to provide the Corporation at least six (6) months prior written notice. Accordingly, the City obligations to fulfill payments and/or terms under this contract shall cease.
- Should your contract be terminated without cause, you will be entitled to be paid the balance of your employment contract provided that you are paid in accordance with the minimum statutory requirements under the Ontario Employment Standards Act.
- You agree the compensation above is in complete satisfaction of all common law and statutory requirements for reasonable notice and/or pay in lieu of notice and/or severance pay or any other rights. You agree the payment of such amounts shall constitute a full and final release of all claims against the City of Niagara Falls, its Council, directors, officers, employees, or affiliates, arising from the termination of your employment.

Please review these terms and conditions above by getting whatever advice and consultation that you may deem necessary. If the described terms of this employment contract are acceptable to you, please sign below and return one copy to me and keeping a copy for yourself.

Yours truly,

Trent Dark
Director of Human Resources

cc: Mayor James M. Diodati

I, Ken Todd, have been given a copy of this letter. I have read, understand and hereby voluntarily accept its terms and conditions as my agreement with The City of Niagara Falls.

Signature

Date

24/05/2019



December 30, 2014

Private & Confidential

Mr. Ken Todd
4667-10 Portage Road
Niagara Falls, Ontario
62E 6A9

Dear Ken:

Re: Contract for the Provision of CAO Services

On behalf of the Mayor and City Council, we are pleased to offer you the following contract as Chief Administrative Officer (CAO), City of Niagara Falls and Chief Executive Officer (CEO), Niagara Falls Holdco. As we anticipate your retirement and Council reviews these positions, you agree to enter into the following contract to ensure leadership stability, transition and succession planning within the Corporation.

Subject to the terms and conditions below, this contract shall consist of a fixed term of five years effective January 1, 2015. The general terms of this contract are outlined below. Your signature in the space provided below indicates your understanding and acceptance of our offer.

1. **TERM:** The term of this contract of employment shall be five years from January 1, 2015 to December 31, 2019.
2. **PAYMENT:** Your payment under this contract will be \$175,157 per annum. You will be eligible to receive annual general increases equal to and in accordance with the City's management workforce.
3. **DUTIES:** Reporting to the Mayor and City Council, this position is responsible for the overall leadership and management of the City's human, financial and capital resources and implementing the strategic directions and priorities identified by the City.
4. **HOURS OF WORK:** Your annual payment noted in #2 above shall be based on the equivalent of a 40 hour work week or as required.
5. **PENSION PLAN:** Due to OMERS regulations and requirements, you will not be able to contribute and participate in the pension plan. However, you will be paid the equivalent of 13% of your base salary in lieu of pension contributions which may be re-allocated into your personal and self-directed RRSP. This RRSP contribution is currently the annual equivalent of \$23,000, less any required deductions. Contributions are made at the end of each calendar year period (Jan-Dec. 31st).

6. **HEALTH BENEFITS:** You will be eligible to be covered by the City's Sun Life group health plans, which include a major medical plan, dental benefit, life insurance and short/long term disability. The premium cost of these benefits are currently paid by the Corporation. Policy documents govern these benefits and are subject to change. Please refer to the attached booklet for further information.
7. **VACATION:** You will be entitled to six (6) weeks of vacation for each year of your contract. In the event that you are unable to use or take your allocated vacation entitlement in any one year, you may carryover two (2) weeks of unused vacation days over to the next year of the contract. You agree to limit your vacation time to three weeks on any one occasion, unless otherwise approved by the Mayor.
8. **PUBLIC HOLIDAYS:** You will be eligible for up to eleven (11) public holidays per calendar year and a lieu day over the Christmas holiday period.
9. **OVERTIME:** You are allowed to bank up to a maximum of 70 hours time for all overtime worked during the course of the calendar year. Lieu time may not be carried over to the next contract year.
10. **RULES/REGULATIONS:**

You shall observe existing and future City of Niagara Falls rules and regulations. You confirm that there are no restrictions which prohibit you from devoting your full time attention to your duties and agree you will not engage in any outside employment or business relationships that may conflict with your contract, without the prior written consent of the Mayor.
11. **CONFIDENTIALITY:** Given your position of trust and fiduciary duties, you acknowledge that you will receive and will have access to confidential and proprietary information and agree to hold such confidential information in a fiduciary capacity for the benefit of the City of Niagara Falls and its affiliates. You agree to not, either during the contract period or thereafter, use or disclose this information (except in the proper course of your duties hereunder) to any person, firm or Corporation without prior written consent of the City.
12. **PROPERTY:** All work related items and equipment provided to you in the course of your contract, including but not limited to cell phones, computers, credit cards, books, etc. shall remain the property of the City and shall be returned in good condition at the expiry of this contract.
13. **EXPENSES:** You will be eligible to be reimbursed for expenses in carrying out your duties under this contract including but not limited to a car allowance (mileage reimbursement), professional memberships, conference, travel and meal allowances per Corporate practice and budgetary guidelines.

14: **CONTRACT EXPIRY:** Upon the expiry of this contract term on December 31, 2019, it is agreed and understood that you shall not have any further rights or entitlement to a further contract with the City of Niagara Falls.

15: **NOTICE:** Should you wish to voluntarily terminate this contract during the agreed upon contract term identified in #1 above, you will be required to provide the Corporation at least six (6) months prior written notice. Accordingly, the City obligations to fulfill payments and/or terms under this contract shall cease upon the date of termination.

16. **TERMINATION:** Should your contract be terminated without cause, you will be entitled within the first year of your contract to 24 months pay, less required deductions.

If such termination without cause occurs in the second year of your contract, you will be entitled to 20 months, less required deductions. In year 3, it shall equal 18 months. In year 4, it will be reduced to 16 months and in year 5, you will be entitled to 12 months, less required deductions. Health benefits will be extended during the above notice period.

You agree that the compensation provided in this section of this agreement is in complete satisfaction of all common law and statutory requirements to provide reasonable notice or pay in lieu of notice and/or severance pay or any other rights. You further agree that the payment of such amounts shall constitute a full and final release of all claims against the City of Niagara Falls, its Council, directors, officers, employees, agents or affiliates, arising from the termination of your contract and/or employment with the City of Niagara Falls.

17: **NON-SOLICITATION:**

You agree that for a period of twelve (12) months following the termination of your contract (irrespective of whether the termination was voluntary or involuntary, for cause or without cause), you will not without the prior written consent of the City of Niagara Falls, (which consent may be withheld):

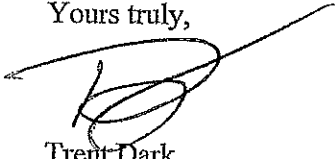
- a) directly or indirectly hire or employ in any capacity, or solicit the employment of or offer employment to or entice away or in any manner persuade or attempt to persuade any person employed by the City of Niagara Falls to leave the employ of the City;
- (b) directly or indirectly solicit or arrange, or assist in the solicitation of, business from any person, business or Corporation that is a customer or client of the City of Niagara Falls, which at the time of termination of your contract was a customer or client, or who had received a written proposal from the City or made a business proposal to engage City services prior to your termination of your contract.

18. COVENANTS ENFORCEABLE:

Should any specific covenant or provision in this letter be determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant, provision or paragraph, which shall remain in full force and effect.

If the described terms of this employment contract are acceptable to you, please sign below and return one copy of this letter to my attention no later than December 31, 2014.

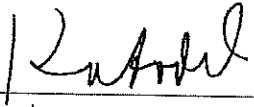
Yours truly,



Trent Dark
Director of Human Resources

cc: Mayor James M. Diodati

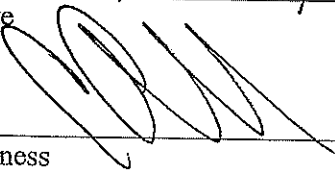
I, Ken Todd, have been given a copy of this letter. I have read and understood and hereby voluntarily accept its terms and conditions of this contract. I have been given proper time to seek any necessary financial and legal advice. I also acknowledge that by signing below this constitutes a legal and binding agreement with The Corporation of the City of Niagara Falls.



Signature

December 31, 2014

Date



Witness