

**AMENDMENT TO THE OCTOBER 1, 2022
CITY MANAGER EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE CITY OF HUDSON, OHIO
AND THOMAS J. SHERIDAN**

This Amendment ("Amendment") to the City Manager Employment Agreement, dated October 1, 2022, between the City of Hudson, Ohio and Thomas J. Sheridan (the "Agreement") is by and between the same parties and is entered retroactively effective as of October 1, 2024.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the City of Hudson, Ohio and Thomas J. Sheridan agree as follows:

1. This Amendment is being entered pursuant to Section 18(F) of the Agreement.
2. Section 6(A) of the Agreement, titled "Salary," shall be deleted and replaced with the following:

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$201,312, payable in installments at the same time as other management employees of the Employer are paid.

3. That three new clauses, designated as Section 15(C), (D), and (E) are hereby created and shall provide as follows:

- C. The City shall provide for the defense of Employee, in any state or federal court, in any civil action or other proceeding, including any quasi-judicial or administrative proceedings, which contain any allegation of loss, obligation or debt caused by an act or omission of Employee, which was in connection with his role as City Manager and expressly authorized by City Council. This defense shall not be provided to Employee if the act or omission occurred while Employee was acting manifestly outside the scope of his employment or official responsibilities with the City.
- D. The City shall indemnify and hold harmless Employee in the amount of any judgment, fine, finding, award or other order obtained or issued against Employee in any state or federal court, in any civil action or other proceeding, including any quasi-judicial or administrative proceedings, which contain any allegation of loss, obligation or debt caused by an act or omission of Employee, which was in connection with his role as City Manager and expressly authorized by City Council. This indemnity shall not be provided to Employee if the act or omission occurred while Employee was acting manifestly outside the scope of his employment or official responsibilities with the City.
- E. The City hereby releases and waives any past or prospective claims against Employee for any act or omission of Employee, which was committed in connection with his role as City Manager and expressly authorized by City Council. For the avoidance of doubt, this waiver and release includes any of his future conduct during the time of his employment with the City. This indemnity shall not be provided to Employee if the act or omission occurred while Employee was acting manifestly outside the scope of his employment or official responsibilities with the City.

4. The parties each represent: (a) that the individual signing below has completely read all the terms in this Amendment; (b) that such terms are fully understood and voluntarily accepted; and, (c) that the signer has been afforded sufficient time, is represented by legal counsel of the signer's choice, and is relying solely on their own judgment.
5. Except as otherwise provided in this Amendment, all words and definitions used in this Amendment shall have the same meaning as in the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
6. In the event of any inconsistency, conflict, and/or ambiguity between the provisions of this Amendment and those contained in the Agreement, the order of precedence shall be first this Amendment and then the Agreement.
7. This Amendment may only be modified by a written document, signed by authorized representatives of both parties.
8. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument. An electronic signature is the legally binding equivalent of a hand-written signature and shall have the same force and effect as an original signature. Signatures delivered by electronic means, and signed counterpart PDFs delivered by email shall have the same force and effect as original signatures.
9. Other than as provided in this Amendment, all terms of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by their duly authorized representatives as of the effective date written above.

THOMAS J. SHERIDAN

Thomas J. Sheridan

Date: _____

CITY OF HUDSON, OHIO

**APPROVED AS TO LEGAL
FORM AND CORRECTNESS**

By: _____
Christopher Foster, Council President

Marshal M. Pitchford, City Solicitor

Date: _____