

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT dated this _____ day of _____, _____

BETWEEN:

Jeremy P. Logan

OF THE FIRST PART

- AND -

City of Oelwein

OF THE SECOND PART

Background

- A. Jeremy P. Logan and City of Oelwein (the "Parties") entered into the contract (the "Contract") dated December 13, 2013, for the purpose of Employment.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Amendment (the "Agreement").
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Section 9(I) will be amended to read: A supplemental pay benefit shall be paid to

Jeremy P. Logan pursuant to the following schedule:

Longevity Pay: For purposes of this agreement, longevity shall be calculated as cumulative time served with this agency as Chief of Police. Jeremy P. Logan was first appointed as Chief of Police on February 21, 2002. The longevity scale/pay steps utilized will be that which was approved by the Oelwein City Council on September 27, 2021 and effective January 1, 2022.

The longevity percentage increase is incorporated into the employee's salary by adding the longevity percentage increase into the employee's salary at the time of the anniversary date. This new salary rate will be effective and paid the first pay period following entitlement based on the employee's individual anniversary date.

b. The following provision is hereby added immediately after Section 9(L):

M. The City of Oelwein is desirous to have Jeremy P. Logan also serve as the Public Safety Director/Chief. This additional role will be responsible for management of the Oelwein Fire Department and Staff. As compensation for serving in this capacity, the City of Oelwein agrees to:

1) For each year that Jeremy P. Logan serves in this position, the City of Oelwein agrees to pay for and provide Jeremy P. Logan, upon retirement, a year of couple's or comparable health insurance. December 1st will be considered the anniversary date for this position. Similar to MFPRSI service credits, six months and one day of service in the position will be classified as a year. This calculation will only come into consideration for the last year of being in this position. Upon retirement, Jeremy P. Logan will pay to the City of Oelwein, by the 15th of each month, the employee's share of the monthly premium. Failure to pay the employee's share of the premium, for two consecutive months, will terminate this benefit.

2) Annually, the City Administrator conducts performance evaluations of department heads. Each year, if this employee receives an evaluation that reflects satisfactory performance in the management of the fire department, the employee will receive a one-time salary benchmark compensation of \$3,000. This payment will be made in the pay period that encompasses the date of April 1st. While it is noted that this position is starting within a performance year, due to the significant amount of work that will need to be performed in the first initial months, compensation will still be provided, but at a lower rate. The initial evaluation will occur in mid-March of 2022 with a one-time salary benchmark compensation of \$2,000.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Iowa, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

WITNESS: _____

Jeremy P. Logan

City of Oelwein

WITNESS: _____

Per: _____
(Seal)