

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is dated effective as of January 6, 2022 (“Effective Date”) and is between the Town of Yorktown, Indiana (the “Yorktown”), and **SHANE GINNAN** (“Employee”).

WHEREAS, Yorktown desires to hire Employee to its police department as an officer of the highest rank currently available and further recognizes that the Town Council has appointed Employee to the position of Town Marshal, effective January 6, 2022; and

WHEREAS, Employee desires to be employed or continue Employee’s employment with Yorktown, providing services in a manner consistent with the terms of this Agreement and any other contractual relationship with the Yorktown.

NOW THEREFORE, based on the foregoing recitals, in consideration of obtaining the Confidential Information, and the mutual promises contained in this Agreement, the parties agree to the following:

1. Employment, Position and Duties.

a. Employment. The Yorktown hereby employs Employee, and Employee accepts such employment and agrees to perform services for the Yorktown, upon the terms and conditions set forth in this Agreement.

b. Service with Yorktown. During Employee’s employment with the Yorktown, Employee agrees to serve as the Town Marshal. This position reports to the Town Manager and will be responsible for responsibilities as outlined in Employee’s job description and at the Town Manager’s direction. Major responsibilities include, but are not limited to:

- Manages the overall administration and operation of the Yorktown Department. Advises and develops staff to ensure continual professional growth in related disciplines.
- Engages and interacts with other criminal justice agencies with common jurisdiction to ensure criminal justice goals are consistent. Cultivate a positive relationship with residents, visitors, businesses, and Yorktown Community Schools addressing law enforcement needs.
- Establish goals, direction and activities of the Yorktown Police Department and implements departmental policies, administrative rules and regulations governing personnel, standard operating procedures, standards of performance and other activities.
- Develops the annual budget, forecasting needs and allocating funds based on departmental goals and priorities. Monitors expenditures with the parameters of the approved departmental budget and recommends adjustments as needed.
- Work closely with Town Council, Town Manager, and other Town Departments to develop police and community programming to achieve positive community results.

c. Performance of Duties. Employee shall serve the Yorktown faithfully and perform Employee’s duties and responsibilities to the best of Employee’s abilities on a full-time basis, and in a reasonably diligent, trustworthy, businesslike and efficient manner. Employee shall devote all of Employee’s business time, attention and efforts to the business and affairs of the Yorktown during

Employee's employment with the Yorktown. Employee represents and warrants that Employee is under no contractual commitment inconsistent with Employee's obligations set forth in this Agreement. During Employee's employment with Yorktown, Employee shall not render or perform services for any other corporation, firm, entity or person that are inconsistent with the provisions of this Agreement.

2. Compensation.

a. Compensation. The Yorktown shall pay Employee on a salary basis, as set forth in the most recently passed Salary Ordinance, for services provided by Employee to Yorktown.

b. Participation in Benefits Plans. During Employee employment with Yorktown, Employee is eligible to participate in all of the Yorktown's benefit plans or programs, if any, that have been established for employees of Yorktown, to the extent that Employee meets the requirements for each individual plan. Yorktown makes no assurances as to the adoption or continuance of any particular benefit plan of the Yorktown, except as otherwise provided in this Agreement, and Employee's participation in any such plan or program is subject to the terms, provisions, rules and regulations applicable thereto. Yorktown reserves the right to terminate any benefit plan or program, and to amend, modify or change the terms and conditions of any benefit plan or program at any time in its discretion.

3. Term. This Agreement shall continue in full force and effect for a period which shall commence as of the Effective Date and shall continue until January 5, 2025 (the "Term"), unless sooner terminated in accordance with Section 4 of this Agreement.

4. Termination.

a. Death. Employee's employment hereunder shall terminate immediately upon death.

b. Disability. If Employee shall be unable to perform the services contemplated hereunder by reason of Disability, such failure to so perform such duties shall not be grounds for terminating the employment of Employee by the Yorktown; provided, however, the Yorktown may terminate Employee's employment hereunder, upon delivery by the Yorktown of a Notice of Termination, should the period of such incapacity exceed six (6) consecutive months. For purposes of this Agreement, "Disability" means any condition which results from the Employee being incapacitated or disabled by accident, sickness or otherwise so as to render Employee mentally or physically incapable of performing the services required to be performed by such Employee for a period of one hundred twenty (120) consecutive days, or for an aggregate of one hundred eighty (180) days during any twelve (12)-month period.

c. Statutory Termination. Employee shall be subject to all applicable provisions of the Indiana Code and/or local ordinances regarding termination and shall have all rights enumerated therein. Employee acknowledges that his position as Town Marshal is at the pleasure of the Town Council and this Agreement cannot supercede that power as granted by State law. However, the parties acknowledge that any removal as Town Marshal shall not affect Employee's position generally as an officer of the highest rank within the Yorktown Police Department for the duration of this Agreement, subject to the provisions herein.

d. Employee's Voluntary Termination. Employee may voluntarily terminate this Agreement upon sixty (60) days' advanced delivery of a Notice of Termination to Yorktown.

5. **Miscellaneous.**

a. Entire Agreement. This Agreement replaces and supersedes any prior employment agreement between Yorktown and Employee. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations, written or oral, relating to the subject matter hereof.

b. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

c. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

d. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives and, successors and assigns.

e. Assignment. Neither party shall assign any of its rights under this Agreement, except with the prior written consent of the other party, except that the Yorktown has the right to assign this Agreement in connection with a reorganization or change of control transaction, including a sale of all or substantially all of the assets. Any purported assignment of rights or delegation of performance in violation of this Section is void.

f. Amendment. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

g. Waiver. The parties can waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

h. Notices. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified U.S. Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the introductory page of this Agreement or to another Addressee or another address as designated by a party in a Notice pursuant to this Section. Except as provided elsewhere

in this Agreement, a Notice is effective only if the party giving the Notice has complied with this paragraph.

i. Governing Law. The laws of the State of Indiana (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

j. Attorneys' Fees. In the event a dispute arises concerning the terms and conditions of this Agreement, including the enforcement thereof, Yorktown shall, in addition to any other damages, recover and receive all costs and expenses related to such dispute, including, without limitation, reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

YORKTOWN

By: _____

EMPLOYEE

By: _____
Shane Ginnan