

Resolution 2024 - 013

**A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT FOR
THE TOWNSHIP ADMINISTRATOR, DISPENSING WITH SECOND READING, AND
DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to enter into an Employment Agreement with Greg Bickford for the position of Township Administrator of Sycamore Township.

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby authorizes the execution of the Employment Agreement for the position of Township Administrator which is attached hereto, incorporated herein and designated Exhibit A.

SECTION 2. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. The Trustees of Sycamore Township, upon at least a majority vote, do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading

SECTION 4. This resolution is hereby declared to be an emergency measure, pursuant to R.C. 504.11, necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of Sycamore Township and shall take effect immediately.

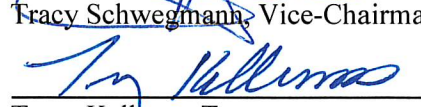
VOTE RECORD:

Mr. Kellums Aye Ms. Schwegmann Aye Mr. Weidman Aye

Passed at the meeting of the Board of Trustees this 9th Day of January, 2024.



Thomas J. Weidman, Chairman


Tracy Schwegmann, Vice-Chairman


Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, on this 9 day of January 2024.



Jonathan T. Deters
Sycamore Township Fiscal Officer

Approved as to form:



Lawrence E. Barbieri, Law Director

EMPLOYMENT AGREEMENT

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Sycamore Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code, and as modified by the job description for the position, and to perform all other legally permissible and proper duties and functions as assigned by the Board from time to time.

The Employee is generally expected to maintain office hours from 8:00am to 4:30pm, Monday through Friday. The Employee may vary the work hours at his discretion, but it is generally expected that the normal workweek shall be a minimum of 40 hours averaged during the calendar year. The Employee is normally expected to attend all meetings of the Board of Trustees. In addition to the duties listed in Section 505.032 of the Revised Code, the Township Administrator's additional duties shall include:

- (a) Cooperating with the Fiscal Officer in advising the Board on the financial conditions of the Township, and in preparing and submitting the Township budget for each fiscal year;
- (b) Executing contracts for public improvements, goods and services, as directed by the Board;
- (c) Directing and working with such attorneys as are appointed by the Board; and
- (d) Ensuring, insofar as possible, compliance with the notice provisions of Section 121.22 of the Revised Code.

Section 2. Term

The term of this agreement shall begin on January 23, 2024 and shall remain in effect until December 31, 2027 (the "Termination Date") unless sooner terminated pursuant to Section 3 of this Agreement. In the event the parties mutually desire to extend the employment relationship beyond January 1, 2028, they shall exercise reasonable efforts to discuss terms during the period beginning ninety (90) days prior to the Termination Date or at a date otherwise mutually agreed to by both parties (Employee shall be responsible for notifying the Board of this date within thirty (30) days prior thereto), and enter into a revised agreement consistent with such discussions. It is understood that any revised agreement shall be a simple renewal of the contract generally renewing the terms and compensation unless otherwise agreed to by both parties. Should there be no agreement between the parties to renew or enter into a new employment agreement on or before the Termination Date, then Employee's employment with the Township will end on the Termination Date.

Section 3. Termination and Severance Pay

- A. In the event Employee is terminated by the Board before the expiration of the term of this agreement without just cause, and during that time Employee is willing and able to perform his duties under this Agreement, the Board shall pay Employee's salary for twelve (12) months after the date of termination (the "Severance Period") and shall continue Employee's then current health insurance coverage for that same period. In the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the Township health insurance plan, then Employer shall pay to Employee, for a period of twelve (12) months, the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee and Employee's family, if applicable, as provided under the then current township health insurance plan. In addition, the Board shall pay the cash value of any accrued vacation time, and shall further pay any accrued and unused sick time up to a maximum of 1,440 hours subject to the 3:1 handbook buyback rule (a maximum of 480 actual payable hours). All of the above shall hereinafter be referred to as the Severance Compensation. The parties agree that this Severance Compensation shall constitute Employee's sole and exclusive remedy for termination without just cause
- B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the Severance Compensation set forth in Section 3A.
- C. In the event the Board, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across- the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a written request by the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without just cause" as of the date of such reduction, refusal to comply, or written request and Employee shall be entitled to the Severance Compensation as set forth in Section 3A as if he were terminated without cause. For the purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township Employees shall not be deemed a "reduction" as provided herein.
- D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board sixty (60) days' notice in advance, unless the parties agree otherwise in writing. In the event the Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3A hereof.
- E. For the purposes of Section 3. hereof, "just cause" shall mean the following:
 - (a) The Employee is convicted of a felony;

(b) The Employee has failed or neglected to carry out his duties hereunder in any material and significant respect, or has been guilty of misfeasance, malfeasance, or nonfeasance in office for a period of thirty (30) days after written notice to him from the Board specifying the nature of such failure, neglect, misfeasance, malfeasance, or nonfeasance in office, unless such misfeasance, malfeasance, or nonfeasance is so egregious or of such a nature that it is of a criminal nature or it cannot be corrected.

- F. If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks beyond any accrued sick leave and vacation time, the Board shall have the option to terminate this Agreement, and Employee shall not be entitled to receive the Severance Compensation set forth under Paragraph 3A above.

Section 4. Compensation

Beginning January 23, 2024, the Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$155,000.00 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said compensation shall be increased to the sum of \$159,650.00 per annum effective January 1, 2025, and increased to the sum of \$164,439.50 per annum effective January 1, 2026, and increased to the sum of \$169,372.70 per annum effective January 1, 2027. In all cases, the effective date of the increase shall fall on the first pay date of the corresponding year consistent with other employees should the pay date occur in the year prior. Thereafter, compensation shall be reviewed as part of the contract negotiations set forth in Section 2. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time. The salary shall be subject to required state and federal withholdings, and such additional holdings as may from time to time be requested in writing by the Township Administrator.

The Employee at his option will be provided with a Township vehicle to be supplied by the Board including any necessary fuel, maintenance, and insurance expenses.

During the Term, the Board may pay for such dues, subscriptions, tuition, seminar and convention fees, and related travel, lodging and meals as the Board determines are reasonably necessary and desirable to preserve and enhance Employee's professional knowledge and skills as such. Employee shall provide to the Board prior written requests for such payment, setting forth the justification therefore.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal time, and sick leave, as provided in the Sycamore Township Employee Personnel Manual. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. In addition

to the benefits set out in this paragraph, Employee shall be entitled to additional benefits set out below:

The Employee shall be reimbursed for the monthly service of a cell phone at a rate established for other employees per month and as amended from time to time. In addition, the Board agrees to purchase for the Employee a cellular phone once every 18 months.

The Employee shall be provided with a laptop or other portable computer or devices suitable for Township business on or off premises.

The Township agrees to accept prior service credit from previous Ohio Public Employment, which at the time of execution of the contract is approximately 27.833 years plus any January 2024 credit as basis for determining accrued vacation and sick leave. The Board agrees to credit to the employee upon the effective date of the contract 240 hours of vacation and sick time which will be eligible for use starting in the first year of the agreement. Subsequent years will be credited per the employee handbook. In addition, the Board agrees to credit the employee 1,294.05 sick leave hours as verified as actual hours from previous employment. The Township also agrees to credit the employee with 30 hours of personal time upon the effective date of this contract with subsequent years following the guidelines of the employee hand book.

The Employee is entitled to the active sick time sell back provision as listed in the employee handbook up to a maximum of 96 payable hours per year (288 actual sick time hours). For purposes of this contract the employee is considered to have sold back no prior sick leave and is entitled the full benefit.

Section 6. Indemnification

The Board shall defend, save harmless and indemnify the Township Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as such, and will compromise and settle any such claim or action and pay or cause to be paid the amount of any settlement or judgment rendered thereon, provided, however, that this paragraph shall not apply to any criminal proceeding in which the Township Administrator is charged of any crime, and the Board's liability under this paragraph shall not exceed such coverage as may from time to time be provided under the applicable insurance policy or policies, insurance pool or other insurance arrangement from time to time in force and to the extent of such coverage.

Section 7. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 8. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of

competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

SIGNATURE PAGE TO FOLLOW

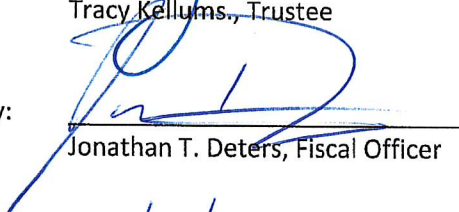
IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates set forth below.

THE BOARD OF TOWNSHIP TRUSTEES OF SYCAMORE TOWNSHIP, OHIO

By: 
Thomas J. Weidman, Chairman

By: 
Tracy Schwegmann, Vice-Chairman

By: 
Tracy Kellums, Trustee

By: 
Jonathan T. Deters, Fiscal Officer

Date: 1/9/24


Greg Bickford

Date: 1-9-24

APPROVED AS TO FORM:


Lawrence E. Barbieri

FISCAL OFFICER'S CERTIFICATE
O.R.C. Section 5705.4(D)(1)

It is hereby certified that the amount required to meet the obligation under this attached contract, agreement, order, statement of work, or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.


Jonathan T. Deters, Fiscal Officer