

First Reading: January 2, 2020
Second Reading: dispensed

RESOLUTION 2020- 1

**A RESOLUTION AUTHORIZING A SEPARATION AGREEMENT AND GENERAL
RELEASE AND DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to approve a Separation Agreement and General Release with Greg Bickford;

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

SECTION 1. The attached Separation Agreement and General Release with Greg Bickford is hereby authorized and approved and Jim LaBarbara of the Board of Trustees is authorized and directed to execute the contract on behalf of the Board.

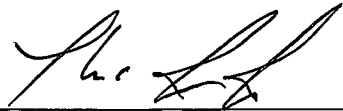
SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

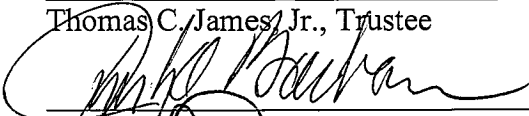
VOTE RECORD:

Mr. James Y Mr. LaBarbara Y Mr. Weidman N

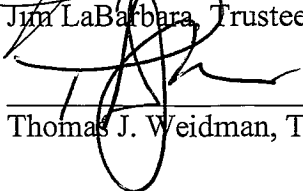
PASSED at the meeting of the Board of Trustees this 2nd day of January, 2020.



Thomas C. James, Jr., Trustee



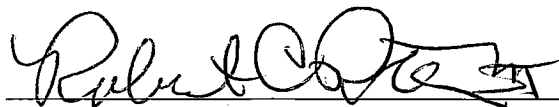
Jim LaBarbara, Trustee



Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 2nd day of January, 2020.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Deepak K. Desai, Law Director

January 2, 2020

Mr. Greg Bickford
358 Indian Pointe Drive
Maineville, Ohio 45039

RE: *Separation Agreement and General Release*

Dear Greg:

This Separation Agreement and General Release (“Agreement”) will constitute a letter of agreement between you and Sycamore Township (the “Township”), setting forth all terms for your separation from the Township, the severance payments and benefits as agreed upon, and a general release of all claims as permitted by law.

We both agree to substitute the terms and conditions of this Agreement for your contractual rights and the Township’s resolutions, policies and Employee Manual to craft a separation package for you allowing you to benefit from additional and continuing compensation and benefits. This Agreement supersedes and replaces the terms for any terminal benefits to which you may be entitled, and supersedes any Resolutions, Policies, Procedures, Employee Handbook/Manual or common practices concerning benefits or payments due on separation from the Township. Collectively, your continuing compensation, lump-sum payout compensation for accrued sick and vacation time, and all benefits to be paid to you or on your behalf, are herein defined as “Severance Payment(s)”. With this in mind we agree as follows:

1. Your active day-to-day duties and responsibilities as Township Administrator will end effective January 2, 2020; You will continue on the Township payroll through December 31, 2020 at your bi-weekly rate of pay of \$4,488.47 which is an annual rate of pay of \$116,700.00 or \$56.11 per hour. Those payments shall be made by direct deposit on the normal bi-weekly payroll dates as the Township determines for all of its full-time employees. After July 2, 2020, if you have found new full-time employment working at least 35 hours per week, your then current rate of pay from your new employer shall be subtracted from your bi-weekly rate of pay after July 2, 2020 and any difference shall be paid to you as compensation, again payable on the normal Township bi-weekly pay schedule. No earnings prior to July 2, 2002 will be deducted from any Severance Payment. All normal withholdings such as OPERS, Medicare, federal income tax state income tax (based on your claim of withholding allowances), and normal employee portion of health/dental/vision/life insurance (as well as any deferred compensation you request) shall be made from your gross payments. During this time, you will not continue to accumulate sick leave, vacation leave nor personal time off.
2. You shall also be paid your accrued sick time of 1440 hours and accrued vacation time of 224.5 hours at your current hourly rate of pay for a total payout of \$93,388.05. This

lump-sum payment shall be made on January 15, 2020 (assuming you execute this Agreement and do not revoke it before that time) by direct deposit. This lump-sum payment shall be paid through the normal Township payroll system and shall include deductions for all required payroll taxes based on your withholding allowances on file with the Township. You may decide to have a portion of this lump-sum payment paid into the Ohio Deferred Compensation system to your credit, provided you timely inform the office of the Fiscal Officer of the amount you wish to have deferred.

3. The Township also will continue your health, dental, and vision insurance benefits. Those benefits will end on December 31, 2020. You may continue insurance coverages under the Consolidated Omnibus Budget Reconciliation Act of 1985 "COBRA") after December 31, 2020, but you will be responsible for all premiums after that date.
4. You agree to provide consulting services to the Township at a compensation rate of \$100.00 per hour billed in quarter-hour increments. During such time as you are acting as consultant, you will be responsible for all of your expenses, including any self-employment tax due as a result of any payments. Any out of pocket expenses to be paid by the township shall be approved by the Township prior to the incurrence of such expense.
5. During your tenure with the Township, you have prepared, published or developed work papers, memos, reports, analyses and files, in multiple media formats, which represent your work product ("Work Product"). Work Product is the property of Sycamore Township and you agree that you have either returned to the Township all Work Product, or within ten (10) days of executing this Agreement you will return such Work Product to the Township. Further, you are not permitted to retain a copy of such Work Product, in any medium, without the expressed written permission of the Township.
6. Any requests to the Township for information regarding your employment or your leaving the Township will be responded to as follows (and a letter of reference on Township letterhead will be provided to you upon acceptance of this agreement), stating as follows: Mr. Bickford faithfully served the Township for almost 20 years. During that time, he was the driving force behind the Board of Trustees' vision to ensure Sycamore Township is and always will be a great place to live, work and play. His tireless dedication and vision helped to propel Sycamore Township to be a leader in local government with outstanding public services, low taxes, and safe and efficient transportation.
7. We both recognize under Public Records Law we may be required to disclose a copy of this Agreement if requested.
8. You warrant that up until the time of signing this Agreement, that you have not, and you agree that after executing this Agreement you shall not, make, directly or indirectly, to any person or entity, including but not limited to the Township's employees, Trustees, former Trustees, the media and/or any other person, any disparaging oral or written statements, whether or not you believe such statements to be true, about, or do anything which damages, the Township, its elected officials, employees, agents or appointees. Neither will the Trustees make any negative or disparaging oral or written statements

regarding you or your employment with the Township. We understand that nothing in this Agreement shall prohibit you or the Township Trustees from providing truthful disclosure to an appropriate public agency, arbitrator or court, and nothing within this Agreement shall prevent you or the Township Trustees from testifying by subpoena, notice, or agreement in any court or arbitration proceedings or before any agency. Further you agree to reasonably cooperate, as necessary, with the Township in any request to testify in any proceeding.

9. You agree for a period of twelve (12) months beginning with the acceptance of this Separation Agreement and General Release, not to solicit (directly or indirectly), interfere with, or attempt to interfere with, any employees of the Township, nor induce or attempt to induce any of them to leave the employ of the Township. This restriction does not apply if an employee voluntarily terminates his or her employment with the Township to work for another entity.
10. In return for the various promises and payments made by the Township as set forth in Paragraphs 1-9 above (which you acknowledge and agree, collectively, are more compensation and benefits than would be due or owing to you if you were terminated by the Township or alternatively if you elected to resign or retire from your employment with the Township), you agree to release and forever discharge the Township, and each of its respective elected officials, officers, employees, appointees, and agents, in both their official and individual capacities, and all of their heirs, executors, administrators, predecessors, successors, and assigns (hereinafter individually and collectively referred to as "the Township"), of and from any and all actions, causes of action, claims, or demands of any kind whatsoever (including without limitation claims for general, special or punitive damages, attorney's fees, expenses, or other compensation and/or equitable remedy), known or unknown, which in any way relate to or arise out of your employment with the Township or the separation of such employment, which you had or may now have against the Township by reason of any actual or alleged act, omission, transaction, practice, conduct, statement, occurrence, or other matter up to and including the date you sign this Separation Agreement and General Release. Each public official, employee and agent of the Township is intended to be a third-party beneficiary under this Agreement.

Without limiting the generality of the foregoing, this General Release is intended to and shall release the Township from any and all claims, whether known or unknown, which you ever had or may now have against the Township, and such persons identified above as part of the Township, arising out of your employment, the terms and conditions of such employment, and/or the separation of your employment, including but not limited to: (i) any claims of discrimination or harassment in employment on the basis of age, religion, gender, sexual orientation, race, national origin, disability or any other legally protected characteristic, and/ or retaliation, under, without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Ohio Civil Rights Act, and all other federal, state and local equal employment opportunity and fair employment practice laws (all as amended); (ii) any claims under the Employee Retirement Income Security Act of 1974 (except as set forth below), the Family and Medical Leave Act, and state and local laws of similar effect, the National Labor Relations Act, Workers Adjustment and Retraining Notification Act, and

other state and local laws of similar effect (all as amended); and (iii) any other claim (whether based on federal, state, or local law, statutory or decisional) relating to or arising out of your employment, the terms and conditions of such employment, and/or the separation of such employment, and/or any of the events and decisions relating directly or indirectly to or surrounding the separation of that employment, including but not limited to claims for breach of contract (express or implied), wrongful discharge, constructive discharge, detrimental reliance, defamation, whistleblowing, harassment, retaliation, mental distress, emotional distress, physical injury, humiliation or compensatory or punitive damages.

By virtue of this Agreement, you agree that you have waived any damages and other relief available to you (including, without limitation, money damages, equitable relief and reinstatement) with respect to any claim or cause of action waived or released herein. Nothing herein, however, shall constitute a waiver of claims arising after the date you sign this Agreement, claims to enforce the Agreement, your claims for benefits under the Township group health, dental, vision, and life insurance plans (in accordance with the terms of such plans and applicable law), your claims to pension and retirement benefits under OPERS, claims for unemployment or workers compensation benefits, claims under the Fair Labor Standards Act, or any claim that cannot be released or waived by law. Additionally, nothing in this Separation Agreement and General Release shall be construed to prevent you from filing a charge with, responding to a subpoena from, or participating in an investigation conducted by, any governmental agency, though you acknowledge and agree that you have waived the right to recover monetary damages and any other relief with respect to the claims you are waiving and releasing in this Agreement in connection with any charge or proceeding.

11. It is understood and agreed that this Agreement is not to be construed as an admission by the Township, or any of its elected officials, employees, appointees, or agents of any wrong doing, liability, or violation of law, which liability or violation is specifically denied.
12. Should you materially breach any covenant within this Agreement, you shall forfeit any remaining Severance Payments in part as damages due the Township for such breach. Before such forfeiture shall occur, upon a Notice of Breach and Demand for Arbitration, such Severance Payments shall be suspended and the question of whether or not a material breach has occurred which would trigger such forfeiture will be submitted to arbitration as provided herein. You agree that such forfeiture shall not void the releases granted herein, which releases shall remain in full force and effect.

Additionally, should you materially breach any of the covenants set forth in this Agreement, you agree that monetary damages, including termination of any Severance Payments, if appropriate, may be inadequate to protect the Township's rights hereunder. You agree and consent that, in addition to all remedies provided herein, or available by law or in equity, the Township shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent any breach or contemplated breach of any of the covenants of this Agreement. This right to proceed with injunctive relief shall not be in substitution of, but shall be in addition to, any other remedy available at law or in equity. You further agree that if the Township should be successful in pursuing an

equitable remedy, that you shall be liable for all costs incurred by the Township pursuing such successful relief, including reasonable attorney's fees. If you are successful in any such action brought by the Township or in an action brought by you alleging the Township has breached this Agreement, the Township shall be liable for all costs incurred by you pursuing such successful relief or action, including reasonable attorney's fees.

13. If any provisions of this Agreement are declared to be unenforceable by a Court of competent jurisdiction, then such provisions will be deemed to be removed from the Agreement, and the remaining provisions will be unaffected and remain valid and binding upon all parties. Further this Agreement will be governed by, and construed and enforced in accordance with, the laws of the state of Ohio.
14. You and the Township agree to submit any dispute arising out of or relating to this Agreement, other than a claim for equitable relief as outlined in Paragraph 17 above, to a single arbitrator in an arbitration administered by the Cincinnati Bar Association Arbitration Services pursuant to its Rules and Procedures in effect at the time the dispute is submitted. Any court having jurisdiction may enter judgment upon the award that the arbitrator renders, and such decision shall be final and binding. You and the Township hereby irrevocably submit to the jurisdiction of the Court of Common Pleas, Hamilton County, Ohio for purposes of Entry of any judgment upon any award rendered by the arbitrator. Such arbitration shall be conducted in Hamilton County, Ohio.
15. Any notices required under this Agreement shall be sent by regular U.S. Mail, commercial courier, or personal delivery to the respective party as listed below until an alternate address is provided:

If to Sycamore Township:

Sycamore Township
8540 Kenwood Road
Cincinnati, Ohio 45236
Attn: Township Administrator

If to Greg Bickford:

Greg Bickford
358 Indian Pointe Drive
Maineville, Ohio 45039

16. You acknowledge that you have been given an opportunity and encouraged by the Township to have whomever you see fit review this Agreement with you, including appropriate legal counsel, that you have read and understand this Agreement, and you have signed this Agreement freely, knowingly and voluntarily. To give you adequate time to review this Agreement, you will have at least twenty-one (21) days from the date of this letter to review the Agreement before returning it to the Township. You have seven (7) days following signing the Agreement and returning it to the Township, to revoke it and the Agreement will not become effective until the seven day revocation period has expired. If during the revocation period there should be a payroll date, then payroll, on that payroll date, will be suspended until the seven day revocation period has expired, after which such payroll will be paid for that suspended payment. If you elect to

revoke the Agreement, such revocation must be in writing and received prior to the end of the revocation period.

If you agree with the foregoing, please indicate so by signing in the space designated below and returning a signed copy of this Agreement to Deepak K. Desai as Law Director.

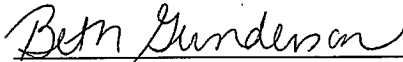
Sincerely,

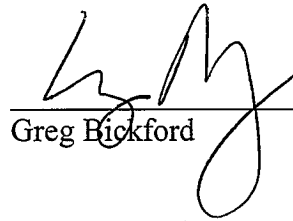


Jim LaBarbara
Member Board of Township Trustees

I, Greg Bickford, having been given adequate opportunity to review and to negotiate these terms for settlement and release, do freely, knowingly and voluntarily agree to and accept such terms as outlined in this Separation Agreement and General Release.

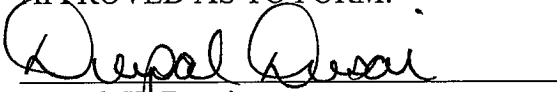
Executed this 2nd day of January, 2020.



Witness

Greg Bickford

APPROVED AS TO FORM:



Deepak K. Desai
Law Director

FISCAL OFFICER'S CERTIFICATE

O.R.C. Section 5705.41(D)(I)

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.



Robert C. Porter, III, Fiscal Officer