

BOARD OF TRUSTEES
KARL B. SCHULTZ
KENDAL A. TRACY
MARY MAKLEY WOLFF

FISCAL OFFICER
ERIC C. FERRY

ADMINISTRATOR
JEFFREY A. WRIGHT



ADMINISTRATION
248-3725
248-3730 (FAX)
COMMUNITY DEVELOPMENT
248-3731
SERVICE DEPARTMENT
248-3728
POLICE DEPARTMENT
248-3721
FIRE / EMS
248-3700
PARKS / RECREATION
248-3727

MIAMI TOWNSHIP

6101 MEIJER DRIVE • MILFORD, OH 45150-2189

RESOLUTION 2016-54

The Board of Trustees of Miami Township, Clermont County, Ohio met in regular session at the Miami Township Civic Building on September 20, 2016 with the following members present: Mary Makley Wolff, Karl Schultz and Ken Tracy.

MR. TRACY made a motion to adopt the following Resolution:

**RESOLUTION AMENDING THE EMPLOYMENT AGREEMENT WITH
JEFFREY A. WRIGHT TO SERVE AS TOWNSHIP ADMINISTRATOR,
DISPENSING WITH A SECOND READING AND
DECLARING AN EMERGENCY**

WHEREAS, in August 2015, the Board of Trustees (“Board”) hired Jeffrey A. Wright to serve as the Administrator of Miami Township, Clermont County, Ohio (the “Township”) as provided by R.C. §505.03; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish certain conditions and expectations of employment for Mr. Wright while serving in this position as set forth in an amended Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees (“Board”) of Miami Township, Clermont County, Ohio, (the “Township”) by authority of Chapter 504 and Section §505.03 of the Ohio Revised Code, as follows:

SECTION 1. The Board agrees to amend the employment contract of Jeffrey A. Wright by amending Section 4(a) of the Employment Agreement to reflect a 2.1% increase in his base salary effective September 1, 2016. A copy of the Amended Employment Agreement is attached as Exhibit “A” hereto.

SECTION 2. That the Board does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and authorizes the adoption of this Resolution upon its first reading.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety and well-being of the residents of the Township in order to ensure continuity of service in the position of Township Administrator.

SECTION 4. 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 5. This Resolution shall take effect at the earliest period allowed by law.

First Reading: September 20, 2016
Second Reading: Dispensed with
Effective: September 20, 2016

MS. WOLFF seconded the motion to adopt the Resolution. On the roll call being called the vote resulted as follows:

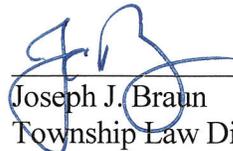
Mr. Schultz	<u>AYE</u>
Mr. Tracy	<u>AYE</u>
Ms. Wolff	<u>AYE</u>

Resolution 2016-54 adopted September 20, 2016.

ATTEST:

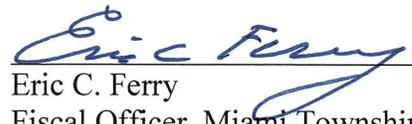
APPROVED AS TO FORM


Eric C. Ferry, Fiscal Officer


Joseph J. Braun
Township Law Director

CERTIFICATION

I, Eric C. Ferry, Fiscal Officer of Miami Township, do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of Miami Township; that the same has been compared by me with the Resolution of said Record and that it is a true and correct copy thereof.


Eric C. Ferry
Fiscal Officer, Miami Township

CERTIFICATION

The undersigned, the Fiscal Officer of Miami Township, Clermont County, Ohio, hereby certifies that the foregoing is a true copy of Resolution 2016-54 duly passed at a regular meeting of the Board of Trustees of said Township on the 20th day of September, 2016, together with a true record of the roll call vote thereon, and that said Resolution has been duly entered upon the Journal of said Township.


Eric C. Ferry, Township Fiscal Officer

EXHIBIT A

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement is made and entered into this 20th day of September, 2016 by and between the Miami Township Board of Trustees, Clermont County, Ohio, (the "Board") and Jeffrey A. Wright ("Employee"), both of whom understand as follows:

WHEREAS, The Board desires to continue the employment of Jeffrey A. Wright as the Administrator of Miami Township, Clermont County, Ohio (the "Township") as provided by R.C. §505.03; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish certain conditions and expectations of employment for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

a. The Board hereby agrees to employ Jeffrey A. Wright as Administrator of the Township to perform the functions and duties specified in R.C. §505.032, and to perform other legally permissible and proper duties and functions the Board shall from time to time assign to Employee.

SECTION 2. TERM

a. This Agreement shall be for a period of two (2) years from August 18, 2015 and shall be renewable for such periods of time as agreed to by the parties in writing thereafter ("Initial Period"). If no specific time period is agreed to by the parties after expiration of the Initial Period, this Agreement shall be viewed as not having a specific period of employment associated with it and Employee will be deemed an at-will employee and his employment terminable by either party with sixty (60) days notice for any reason;

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth under R.C. §505.031 and Section 3 of this Agreement;

c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Township, subject to notice to the Board of a minimum of 60 days unless for a period of time less as agreed to by the parties. If Employee resigns prior to the expiration of the Initial Period, the Board shall not be obligated to make any future payments hereunder.

SECTION 3. SUSPENSION, TERMINATION AND SEVERANCE PAY

a. If removal for other than cause, "cause" being defined as malfeasance, misfeasance or nonfeasance or the conviction of a crime of moral turpitude, takes place, the Employee will be paid for the work performed during the remainder of the Initial Period or if such removal occurs after the expiration of the Initial Period, then Employee will be paid for a period of 90 days.

b. 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 non-unionized employees of the Township, or in the event the Board refuses, following written notice, to comply with any other provisions benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by a majority of the Board that he resign, then Employee may at his option, be deemed to be removed for other than cause at the date of such reduction or such refusal to comply.

c. In the event the Board terminates Employee for other than cause the Board shall pay Employee his regular compensation and Employee shall receive all benefits that he is entitled to receive as an Employee, as if employed for the remaining period of time under the Initial Period as provided for in this Agreement. Employee shall not be required to perform his duties as Township Administrator during such time and will not report to work at Miami Township except as expressly requested by the Board, or the next Administrator, or Acting Administrator. Nothing herein shall limit Employee's rights to continue health insurance payments at the expiration of the Initial Period under COBRA, or after the expiration of 90 days if after the Initial Period.

SECTION 4. SALARY

a. The Board agrees to pay Employee for his services rendered pursuant to this Agreement at an annual base salary of One Hundred Twenty Two Thousand Five Hundred Dollars and no/100 (\$122,500.00) effective the 1st day of September, 2016 payable in installments at the same time as other employees of the Township are paid.

b. The Board may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Board may determine is desirable at the discretion of the Board.

SECTION 5. PERFORMANCE EVALUATION

The Board may evaluate the performance of the Employee periodically, or on an annual basis as determined by the Board.

SECTION 6. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Township, and to that end, Employee will be allowed to take reasonable flex time off as he shall deem appropriate during said normal office hours, providing that the Township's business affairs do not suffer, and further providing that such flex time shall not accumulate to a balance of more than five (5) working days annually.

SECTION 7. AUTOMOBILE

Employee's duties are such that it is a requirement that he has an automobile available for Township business at all times. The Township will pay a monthly car allowance of \$500.00 plus mileage for business trips outside Clermont, Hamilton or Warren Counties at the rate then in effect set by the Internal Revenue Service.

Employee shall carry liability insurance on his automobile and shall name the Township as additional insured on the policy.

SECTION 8. VACATION AND SICK LEAVE

Employee shall accrue, and have credited to his personal account, sick leave at the same rate as other employees and be entitled to vacation of four (4) weeks per year.

SECTION 9. HEALTH AND LIFE INSURANCE

a. The Board agrees to put into force and to make required premium payments on behalf of Employee for insurance policies for life, accident, sickness, major medical and dependents coverage group insurance covering Employee and his dependents. Coverage shall be the same as that provided to all other non-union employees.

b. The Board agrees to purchase and to pay the premiums on a term life insurance policy equal to the Employee's initial base salary. The Employee shall have the right to designate the beneficiary of the policy.

c. The Board agrees to continue to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that provided to all other employees of the Township.

SECTION 10. RETIREMENT AND DEFERRED COMPENSATION

a. The retirement plan provided for the Employee will be that of the Ohio Public Employees Retirement System (O.P.E.R.S.). The Board agrees to pay the Employee's share of O.P.E.R.S. on behalf of Employee.

b. Employee may, at his option, designate a portion of his annual salary to be paid to a deferred compensation plan.

SECTION 11. DUES AND SUBSCRIPTIONS

The Board agrees to budget and to pay the professional dues and subscriptions of Employee it deems necessary for his continuance and full participation in National, Regional, State and Local associates and organizations necessary and desirable for his continuing professional participation, growth and advancement, and for the good of the Township, including the Ohio Township Association, International City Manager's Association, the Ohio City Manager's Association and the American Planning Association.

SECTION 12. PROFESSIONAL DEVELOPMENT

The Board hereby agrees to budget for and to pay travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions of Employee, including the annual Ohio Township Association Conference. The Board will also fund a discretionary marketing/entertainment/development allowance in an amount not to exceed \$650.00 annually for the Administrator as part of his compensation and will be responsible for any taxes associated with such expenditures.

SECTION 13. GENERAL EXPENSES

The Board recognizes that reasonable expenses of a non-personal and job-related nature are incurred by the Employee. The Board hereby agrees to reimburse said reasonable expenses of the Employee upon the presentation to the Finance Department a receipt, voucher, statement or personal affidavit as to such expenses.

SECTION 14. INDEMNIFICATION

As required under Ohio Revised Code 2744.07, Employer shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of an employee specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of Employer. Employer shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

a. The Board shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any Township Ordinance, Resolution, or any other law.

b. All regulations and rules of the Township relating to sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other non-union employees of the Township, in addition to said benefits enumerated specifically for the benefit of Employee.

SECTION 16. GENERAL PROVISIONS

a. This text shall constitute the entire agreement between the parties and supersedes any previous agreement entered into by the Board and Employee;

b. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee;

c. This Agreement shall become effective commencing September 28, 2015 and continuing until terminated by either party as provided for herein;

d. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

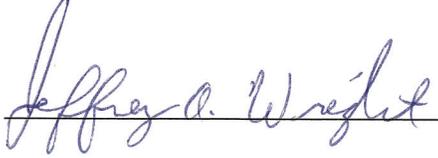
IN WITNESS WHEREOF, the Board has caused this Agreement to be signed and executed by the Board and duly attested by the Fiscal Officer, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

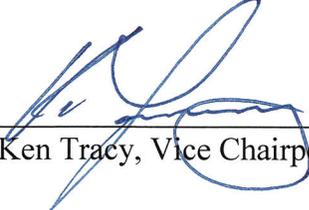
THE MIAMI TOWNSHIP BOARD OF
TRUSTEES, CLERMONT COUNTY, OHIO

JEFFREY A. WRIGHT



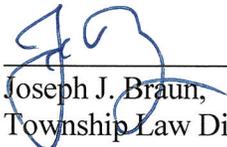
Karl Schultz, Chairperson





Ken Tracy, Vice Chairperson

APPROVED AS TO FORM:



Joseph J. Braun,
Township Law Director



Mary Makley Wolff, Trustee

Attest



Eric C. Ferry, Fiscal Officer