

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 10th day of May, 2019 by and between the City of Chardon, (City), the Employer and Randal B. Sharpe, the Employee, both of whom agree as follows:

WHEREAS, the City desires to employ the services of Randal B. Sharpe as Manager and Director of Public Safety of the City of Chardon pursuant to §§5.01 and 6.05 of the Charter of the City of Chardon; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics; and

WHEREAS, it is the desire of the Council to provide compensation and benefits, establish Employee's conditions of employment, and set working conditions of Employee; and

WHEREAS, it is the desire of the Council to (1) retain the services of Employee and to provide inducement for him to remain in such employment, (2) to facilitate productivity and promote Employee's morale and peace of mind with an employment contract that provides financial security, and (3) to provide a just means for terminating Employee's services at such time as he may be unable or unwilling to fully discharge his duties or when the City desires to terminate his employment.

NOW, THEREFORE, in consideration of the promises and conditions of this agreement, the parties hereto agree as follows:

Section 1. DUTIES

The Council hereby appoints and employs said Randal B. Sharpe as Manager and Director of Public Safety of the City to perform the functions and duties specified in §§5.01 and 6.05 of the Charter, the Administrative Code and the Codified Ordinances, and to perform such other legal and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

A. Employee agrees to remain in the exclusive employ of the City until May 19, 2023, the termination date of this agreement, unless said termination date is affected as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate at any time the services of Employee, as provided in the Charter, subject to the provisions set forth in Section 3(A)-(F), inclusive, 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 City, subject only to the provision set forth in Section 3(G), of this Agreement.

D. In the event neither party fails to provide written notice to the other, at least ninety (90) days prior to the termination date, this Agreement shall be extended with the same terms and conditions as provided herein, for an additional term of four (4) years. This Agreement shall be extended for additional terms of four (4) years each, unless written notice of termination is given at least ninety (90) days prior to the expiration of each term.

Section 3. TERMINATION AND SEVERANCE PAY

A. In the event that Employee is terminated prior to the expiration of this Agreement, and during which time Employee is capable of performing the duties of Manager, the City shall give the Employee severance pay equal to six (6) months salary. Severance payments shall be calculated using the Employee's salary on the date of termination and shall be made in bi-weekly installments from the date of termination.

In addition to severance pay, the City shall also provide the Employee with the following:

B. Within 30 days of termination a lump sum payment equal to all accrued but unused vacation.

C. All life, health, dental, disability insurance and other benefits provided to Municipal employees shall continue in full force and coverage as long as Employee receives severance payments under Section 3(A).

D. If the City does not renew Employee's contract at the expiration of this Agreement pursuant to Section 2 (D), and at such time the Employee is capable and willing to perform the duties of Manager, the Employee shall be entitled to receive the severance benefits in Section 3(A)-(C), inclusive.

E. Employee shall not be entitled to severance benefits herein if termination is for conviction of a criminal offense involving personal gain to the Employee or for other good cause as determined by Council.

F. "Termination" as used in this Agreement is defined as follows: (i) A reduction in salary or other benefits of the Employee of a percentage greater than the reductions for other City Employees, or (ii) the demand or request in writing for Employee's resignation or (iii) termination by an ordinance, resolution or motion passed by Council; or (iv) in response to (i), (ii) or (iii) above, Employee resigns his position.

G. If Employee voluntarily resigns his position with the City before expiration of the term, he shall give the City at least ninety (90) days notice in advance. The parties may agree to a shorter time for the notice. If the Employee fails to give at least ninety (90) days advance notice, Employee shall forfeit salary and benefits accrued to the effective date of resignation unless such forfeiture is waived by the City Council.

Section 4. COMPENSATION

A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual salary as provided for in Pay Band 1 of the City's Classification and Pay Plan, payable in biweekly installments at the same time as the other management Employees of the City are paid. In addition, Employer shall increase Employee's salary and/or benefits in such amounts and to such extent as the Council may determine when similar consideration is given other employees generally.

Section 5. PERFORMANCE EVALUATION

A. The Council shall review and evaluate the performance of the Employee annually in advance of the contract date. Specific criteria developed jointly by the City and Employee shall be used and followed to review and evaluate Employee. The parties may periodically revise the criteria. The Mayor shall provide the Employee with a copy of the written report of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. The Council and Employee shall annually define general goals and performance objectives necessary for the proper operation of the City consistent with Council's policy objectives and shall submit to Employee a written statement for the priority of the goals and objectives for the year. The Employee shall respond if the goals or objectives, in his opinion, cannot be attained by the deadline and within the annual operating and capital budgets and appropriations provided.

Section 6. HOURS OF WORK

A. In return for the compensation provided, the Employee shall work at least 2340 hours per year, on a flexible basis, as the workload demands. Subject to the approval of the Mayor when in excess of (3) three consecutive hours, Employee may work at a location other than 111 Water Street so long as he is able to perform

his duties and responsibilities thereupon. The Employee shall attend all regular and special meetings of Council.

Section 7. DUES AND SUBSCRIPTIONS

City shall pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City, subject to the approval of Council.

Section 8. PROFESSIONAL DEVELOPMENT

A. City shall pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and other events for the professional development of Employee or to attend official and other functions on behalf of the City, subject to the approval of Council.

B. City shall pay the travel and subsistence expenses of Employee for short courses, institutes, continuing education, and seminars for his professional development and for the good of the City subject to the approval of Council.

C. City shall reimburse Employee for tuition in an amount not to exceed \$1000.00 per calendar year for attending courses at an accredited college, provided a "C" grade or better is attained. Said courses shall be job related and necessary to continue the professional development of Employee, and shall be approved in advance by Council.

Section 9. VACATION AND SICK LEAVE

A. Employee shall be credited with vacation in accordance with the vacation schedule for Department Heads of the City of Chardon.

B. Employee shall accrue sick leave as provided for full-time employees of the City of Chardon. Upon retirement Employee shall be paid an amount equal to one-third (1/3) the total number of accumulated but unused sick leave hours, not to exceed 600 hours.

Section 10. INSURANCE BENEFITS

A. City shall keep in force group health, dental, vision and life insurance policies for Employee and his dependents, the same benefits provided to all full-time City employees, and make the required premium payments.

Section 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council shall determine such other terms and conditions of employment, from time to time, relating to the position of Employee as Manager and Director of Public Safety. Such terms and conditions shall be consistent and not in conflict with this Agreement, the Municipal Charter, Codified Ordinances, or any Federal or State law or regulation.

B. All provisions of the Municipal Charter and Administrative Code, Codified Ordinances, and rules and regulations of City relating to retirement, pension system contributions, holidays, health and life insurance, other fringe benefits - except longevity, and working conditions provided to all full-time employees currently in effect or as may be hereafter amended, shall apply to Employee unless otherwise provided herein.

Section 12. GENERAL PROVISIONS

A. This agreement herein shall constitute the entire Agreement between the parties. Any changes to or amendments of this agreement shall be in writing.

B. This Agreement shall be effective on May 19, 2019 and terminate on May 19, 2023.

C. Any provision, in full or in part, contained in this Agreement which is held to be unconstitutional, invalid, or unenforceable shall be deemed severable; and the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed on its behalf by the Mayor and duly attested by its Clerk of Council, and Employee has signed and executed this Agreement, in duplicate this 10th day of May, 2019.

Approved: _____

Jeffrey Smock, Mayor

Attest: _____

Amy Day, Clerk of Council

Approved as to form:

James M. Gillette, Law Director
Law Director

Signed: _____

Randal B. Sharpe, Employee