

0426
RESOLUTION #19-0425-07

Accept the resignation of Township Administrator Matt Huffman

WHEREAS, the Liberty Township Board of Trustees has received a notice of resignation from Township Administrator Matt Huffman, and

WHEREAS, the Board thanks Mr. Huffman for his dedicated service to the Township and wishes him well in his future endeavors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to accept the resignation of Mr. Matt Huffman effective April 24, 2019, and further authorizes the severance package as agreed to in the attached documents.

Motion made by Leneghan and seconded by Gemperline

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

4-26-19

Date

CERTIFIED BY:

Nancy Denutte 1#

Nancy Denutte, Fiscal Officer

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

Cathy Buehrer

From: Matt Huffman
Sent: Wednesday, April 24, 2019 9:56 AM
To: Cathy Buehrer
Subject: resignation

Cathy,

Please accept this email as my resignation effective immediately.

I appreciate the opportunities that were provided to me and wish the Township much success in the future.

Matt Huffman, AICP
Township Administrator
Liberty Township, Delaware County
10104 Brewster Lane
Powell, OH 43065

740-938-2000

Separation Agreement Between:
Liberty Township, Delaware County, Ohio and Matt Huffman

SEPARATION AGREEMENT AND RELEASE AND WAIVER

This Separation Agreement and Release and Waiver (hereinafter "Agreement") consisting of three pages, is made and entered into by and between Matt Huffman, (hereinafter "Employee"), on behalf of himself, his heirs, executors, administrators, successors and assigns and Liberty Township, Delaware County, Ohio, (hereinafter "Employer"). In consideration of the mutual promises and agreements set forth herein, and in full settlement and satisfaction of all matters relating to Employee's employment with Employer and separation therefrom, the parties agree as follows:

1. **Resignation and Return of Employer Property** – That Employee agrees to resign his position of Township Administrator and the Employer agrees to accept the resignation of Employee. Employee agrees to resign and submit a written letter of resignation to Employer immediately which resignation shall be irrevocable and shall be effective on **April 24, 2019**. ("Resignation Date") Employee also agrees to return, if not done so already, all Employer Property in his possession upon his Resignation Date to Employer.

2. **Severance Package** – That the Employer agrees to provide Employee with a Severance Package consisting of the following:

- a. Three (3) months of pay ("Severance Period") payable as a lump sum in one payroll check of \$24,351.60, minus all applicable payroll, insurance, and other deductions.
- b. Payment to Employee for all of his accrued and unused sick and vacation leave benefits in accordance with Township Policy through his Resignation Date.
- c. Employee shall be maintained on the Employer's health insurance through June 30, 2019.

Employee warrants that this Severance Package is over and above what he would ordinarily be entitled and expressly agrees that he has been paid for all hours worked.

3. **Release and Waiver** – That in consideration for the promises and agreements set forth herein, Employee agrees to release and forever discharge the Employer, its elected officials, department heads, supervisors, agents, servants, representatives and employees from, and waives his right to bring now or in the future, any and all claims, damages, demands, liabilities, equities and causes of action both known and unknown, anticipated or unanticipated, legal and equitable, accruing or accrued to the Employee prior to or at the time of execution of the Agreement related to his employment or separation from employment with Employer. This release and waiver encompasses both Federal and State claims based in tort or contract, whether based in statute, regulation, constitution, common law or public policy, including, but not limited to, laws concerning civil rights, harassment and discrimination (including violations of the Age Discrimination in Employment Act, the American with Disabilities Act, Title VII of the Civil Rights Act, and their state law equivalents) and to any claims that may be asserted against

Separation Agreement Between:
Liberty Township, Delaware County, Ohio and Matt Huffman

Employer, its elected officials, department heads, supervisors, agents, servants, representatives and employees in either their official or individual capacities.

4. **No Reapplication for Employment.** That in consideration of the mutual promises and agreements set forth herein, Employee agrees that he shall not seek or reapply for employment with Employer.

5. **No Admission of Liability.** That this Agreement shall not be treated as an admission or confession of any wrongdoing on the part of the Employer.

6. **Non-Disparagement and References.** The parties acknowledge that Employer must comply with Ohio Public Records Law. However, if contacted to provide an employment reference, Employer agrees to provide a neutral reference. The Parties further agree not to disparage each other.

7. **Severability/Modification.** That if any provision or clause of this Agreement is held to be invalid or unenforceable, then such provision or clause shall be severed without affecting any other provision or clause of this Agreement and the balance of said Agreement shall remain in full force and effect. Provided, however, that if such provision or clause may be modified or reformed so as to be valid as a matter of law, then the provision or clause shall be deemed to be so modified or reformed so as to be enforceable to the maximum extent permitted by law. Otherwise, this Agreement may not be waived, changed, modified, extended or discharged except by agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

8. **Choice of Laws/Forum Selection** – That this Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. Any breach of this Agreement shall be enforced in a court of competent jurisdiction in Delaware County, Ohio.

9. **Counterparts.** That this Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

10. **Entire Agreement.** That this Agreement constitutes the entire agreement between the parties hereto, and that there exist no other agreements, oral or written, between the parties relating to any matters covered by this Agreement, whether contemplated at the time of execution of this document or not.

11. **Waiver** – That the Employer's insistence on performance or adherence to any provision in this Agreement, or failure to assert its rights under this Agreement, shall not be construed as a waiver of any other of its rights under this Agreement.

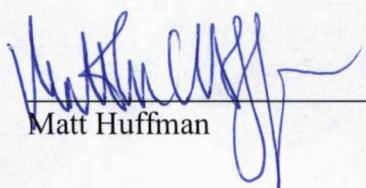
12. **Voluntary Acceptance.** That the parties have read this document in full, have had the opportunity to consult with an attorney of their choice about its terms, and fully understand the terms and provisions of this Agreement and the consequences of signing this Agreement, and that the each enter into the Agreement voluntarily.

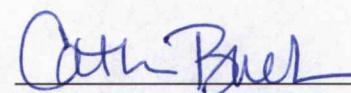
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In making this Separation Agreement and Release and Waiver, Employee understands that he has the right to seek counsel from others, including an attorney of his choosing. Employee further affirms that he has twenty-one (21) calendar days to consider this Agreement. If Employee elects to execute this Agreement prior to the expiration of the twenty-one (21) days, Employee warrants that he has done so knowingly and voluntarily. Employee has seven (7) days following the execution of this Agreement to revoke this Agreement. Any revocation must be made in writing to Brad E. Bennett, Counsel for Employer, 17 S. High Street, Suite 900, Columbus, Ohio 43215 and must be accompanied by Employee's original signed Agreement. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. No payments specified in this Agreement shall be made to Employee until the seven (7) day revocation period has expired.

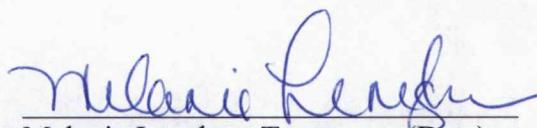
IN WITNESS WHEREOF, the parties hereto have caused this Separation Agreement and Release and Waiver to be duly executed as of the last date set forth below.

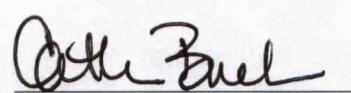
For the Employee:

 4-24-19
Matt Huffman (Date)

 4-24-19
John Buel Witness

For the Employer:

 4/24/2019
Melanie Lenehan, Trustee (Date)

 4-24-2019
John Buel Witness