

RESOLUTION #17-0222-01

Approving Hire Agreement for Liberty Township Fire Chief Position

WHEREAS, the Liberty Township Board of Trustees publicly posted the permanent full-time position of Fire Chief, and

WHEREAS, the Ohio Fire Chief's Association coordinated the application and screening process, and

WHEREAS, several candidates were interviewed and screened (including a written assessment, a second interview and a thorough background check by an outside vendor), and

WHEREAS, one candidate has the knowledge, skills, abilities and experience which best meet the needs of Liberty Township and the Fire Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to enter into and approve the attached Hiring Agreement with Mr. Thomas O'Brien, who shall be hired as the Liberty Township Fire Chief, with his effective date of employment to be February 27, 2017.

Motion made by Leneghan and seconded by Mitchell.

Vote: yes Mrs. Eichhorn yes Mrs. Leneghan yes Dr. Mitchell

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

Feb. 22, 2017
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Dr. Thomas Mitchell
Dr. Thomas Mitchell, Trustee

Nancy Denutte, Fiscal Officer

Shyra Eichhorn
Shyra Eichhorn, Trustee

**FIRE CHIEF EMPLOYMENT AGREEMENT
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**

This Agreement is entered into by and between Liberty Township, Delaware County, Ohio, acting through its Board of Trustees (hereinafter "Township" or "Employer") and Thomas O'Brien (hereinafter "Fire Chief" or "Employee").

Whereas, effective February 27, 2017, the Employer has appointed Employee to serve as Fire Chief and Employee has accepted said appointment, under the terms and conditions as set forth in: (1) this Agreement; (2) the Fire Chief Job Description (incorporated herein and as periodically revised by the Township); (3) Township Policies and Procedures (incorporated herein and as periodically revised by the Township); and (4) under such terms and conditions as may otherwise subsequently be provided by Township.

Wherefore, the terms and conditions of employment under this Agreement are as follows:

- 1. Continuing Employment Qualifications.** The Fire Chief shall have and maintain a current and valid Ohio driver's license, a current and valid State of Ohio certification as a fully trained and qualified full-time firefighter, a current and valid State of Ohio certification as a fully trained and qualified Emergency Medical Technician-Basic and such other certifications and/or licenses as may, from time to time, be required by the Township and applicable Ohio law. The Fire Chief shall discharge faithfully, diligently, to the best of his ability and to the satisfaction of the Township all of the responsibilities of Fire Chief as outlined in the Ohio Revised Code and set forth in the Fire Chief Job Description. The Fire Chief shall also follow and enforce all Township Policies and Procedures within the Fire Department to the satisfaction of the Township.
- 2. Insurability.** The Fire Chief shall be, and remain, insurable under the terms of the Township's automobile liability insurance policy and shall provide proof of such insurability, from time to time, as required by the Township and/or the Township's automobile liability insurer.
- 3. Status of Employment and Probationary Period.** The Fire Chief's appointment is conditioned upon the successful completion of a one (1) year probationary period and any extension thereof. The probationary period shall commence on the first day of employment as provided by Township payroll records, during which time the Fire Chief shall be deemed an employee "at will" serving at the pleasure of the Township. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35, et. seq., the Fire Chief may be terminated at any time during the probationary period at will and without just cause, and if so terminated, the Fire Chief shall have no recourse to challenge such termination in a court of law or any other tribunal or body. The Fire Chief shall be provided with at least one evaluation during the probationary period by the Township. Upon mutual agreement of the Fire Chief and the Township, the probationary period may be further extended for a period of six (6) months. Upon successful

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completion of the probationary period and any extension thereof, Employee's appointment as Fire Chief shall become official and will continue on an indefinite basis until such time as the Employee or the Employer terminates the employment relationship. This provision shall not be construed as creating any contract of employment between the Township and the Fire Chief, and the Township, through the Board of Trustees or Township Administrator, retains the right to supervise and manage the employee, to institute discipline and to terminate employment at any time, to the same extent as though this Agreement had not been created.

- 4. Rules and Regulations.** The Fire Chief shall observe and administer such rules and regulations and procedures as may, from time to time, be adopted by the Township, including, but not limited to, rules governing the operation and personnel of the Fire Department, regulations guarding against the occurrence of fire and for the protection of property and lives, all applicable fire codes, and all applicable federal, state, and local laws and regulations.
- 5. Supervision.** The Fire Chief will work under the direct supervision, guidance and direction of the Board of Trustees or Township Administrator which shall include such Resolutions, rules, procedures and/or policies as may, from time to time, be adopted by the Township, including, but not limited to, rules governing the operation and personnel of the Fire Department (collectively "Rules and Directives"). The parties agree that, Employee's failure to comply with the Rules and Directives of the Board of Trustees or Township Administrator shall be just cause for discipline, up to and including termination of employment.
- 6. Work Hours.** The Board of Trustees or Township Administrator shall determine and schedule the hours of work for the Fire Chief, which hours of work may vary from day to day and week to week during any calendar year. The scheduled hours worked may, from time to time, be waived and/or amended by the Board of Trustees.
- 7. Compensation.** The entire compensation to be paid to the Fire Chief, so long as he continues to be employed by the Township on a regular full-time basis and for all services performed as Fire Chief, shall be based upon an annual salary of One Hundred Thousand Dollars (\$100,000) per full calendar year, with this amount being payable in biweekly installments. The Fire Chief shall be exempt from the Fair Labor Standards Act (29 United States Code §§ 201 et seq.) under the Executive and /or Administrative Employee Exemptions as defined at 29 U.S.C. § 213 and 29 Code of Federal Regulations § 541. Therefore, the Fire Chief is not entitled to overtime compensation. All compensation received shall be subject to applicable withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to withholding from employee wages, and further subject to withholding required for pension

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contributions and health insurance and further subject to withholding for any other deductions or charges as may be, from time to time, authorized in writing by the Fire Chief and agreed to by the Township.

- 8. Compensation Increases:** Upon the successful completion of the probationary period and with positive evaluations during the probationary period, the Fire Chief may receive at that time, in the Township's sole and absolute discretion, an increase to his annual salary. In addition, the Township reserves the right, in its sole and absolute discretion, to provide for such other future compensation increases and/or benefits as may be specifically approved from time to time, by the Board of Trustees in a duly authorized Resolution.
- 9. Health Insurance Coverage.** Any and all health care insurance, dental care insurance, vision insurance, and life insurance that is uniformly provided to all non-bargaining unit full-time employees of the Township will be made available to the Fire Chief under the same terms as offered to all non-bargaining unit employees of the Township and in accordance with applicable law. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained from time to time by the Township. If the Fire Chief elects to participate in the health insurance program, the Fire Chief will be required to pay the Township any and all premium amounts and costs in an amount determined by the Board and as are generally charged to other non-bargaining unit Township employees.
- 10. Pension Fund.** Unless exempted by applicable law, rule or regulation, the Fire Chief shall be eligible for participation in the Ohio Police and Fire Pension Fund under such rules and in such manner as the Fund may, from time to time, establish and in compliance with Township policy.
- 11. Time-Off and Additional Benefits.** The Fire Chief shall be entitled to the same vacation leave, sick leave, comp time, holiday pay, time off and such additional benefits as are enjoyed by other full-time non-bargaining unit employees of the Township as governed by and outlined in the Township's Policies and Procedures and applicable Ohio law.
- 12. Uniforms.** The Township will provide the Fire Chief with all required uniforms, equipment and turn-out gear. Uniform parts and equipment will be repaired or replaced by the Township on an as-needed basis. Upon separation from service, the Fire Chief shall return to the Township all uniforms, turn-out gear and any other parts of equipment which were issued or paid for by the Township.
- 13. Outside Employment.** The Fire Chief shall not engage in outside employment without the prior written approval of the Township. Said outside employment, if approved, shall also not conflict with the performance of the Fire Chief's duties,

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reflect negatively on the Township or pose a conflict of interest for the Township.

- 14. Disciplinary Actions.** The Township, through the Board of Trustees, is authorized to take such disciplinary actions as deemed necessary in the event the Fire Chief does not fulfill his employment duties, comply with the terms of this Agreement, or in such other instances as the Board, in its sole discretion, determines necessary.
- 15. Termination of Employment.** After the completion of the probationary period and any extension thereof, the Fire Chief's employment with the Township may be terminated in accordance with this Agreement, Township policy and pursuant to the removal procedures provided in Ohio Revised Code §§505.38 and 733.35 through 733.39. If the Fire Chief's employment with the Township is so terminated, the Fire Chief shall surrender to the Township in good condition any and all records, keys, and all other Township property and equipment.
- 16. Amendment and/or Modification of Agreement.** The Township shall have the sole right and authority to amend, add to and/or modify this Agreement through the adoption and promulgation of such Resolutions, rules, procedures and/or policies as the Board of Trustees, in their sole and absolute discretion, deems necessary or desirable.
- 17. Entire Understanding.** Unless otherwise changed or modified by the Board of Trustees after the effective date of this Agreement, or unless otherwise specifically required by applicable law, this Agreement constitutes the entire compensation and benefits afforded to the Fire Chief and while this individual continues to serve on a full-time basis as the Fire Chief and, for these purposes, all prior Resolutions, understandings, directives, and practices establishing or relating to any such benefits or compensation are hereby superseded in their entirety.
- 18. Interpretations, Determinations and Decisions.** To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Agreement and all matters relating thereto and contained therein shall be made by the Board of Trustees and such interpretations, determinations, and decisions on any such matter shall be final and binding on all persons.
- 19. Severability.** In the event that any one or more of the provisions or sections contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions or sections had never been contained herein.

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