

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

MARCH 27, 2017

6:30 PM REVISED

1. Discussion Items
 - (a) Mike Salamone to discuss BTA.
 - (b) Discussion of waste and recyclables (Paul Barnett)
2. Motion Items
 - (a) Motion authorizing the City Manager to enter into a amended Letter of Arrangement with the Auditor of State's Office for an additional and estimated amount of \$2,460. The amendment is as a result of the Auditor of State's determination that the City has a complex IT environment and that a review of the City's information technology controls over accounting systems is required. The audit and original contract was previously approved by Council via RES. NO. 98-16 on December 19, 2016.
 - (b) A motion authorizing City Council to accept the Edward Byrne Memorial Justice Assistance Grant (JAG LE) 2016 from the Ohio Office of Criminal Justice Services in the amount of \$9,214.20 for the purpose of purchasing two (2) mobile video surveillance systems for police cruisers. This grant also requires a City match of \$1,023.80 for a total project budget of \$10,238.
3. Review Legislation
 - (a) **RES. NO. 27-17** - A Resolution appointing Carl S. DeForest as City Manager/Safety Director of the City of Brunswick - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Vice Mayor Pat Hanek*)
4. General Discussion
 - (a) EXECUTIVE SESSION: Motion to go into an executive Session for the purpose to discuss imminent litigation.
5. Adjournment

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 03/27/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Todd Fischer

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into a amended Letter of Arrangement with the Auditor of State's Office for an additional and estimated amount of \$2,460. The amendment is as a result of the Auditor of State's determination that the City has a complex IT environment and that a review of the City's information technology controls over accounting systems is required. The audit and original contract was previously approved by Council via RES. NO. 98-16 on December 19, 2016.

BACKGROUND: The Auditor of State's Office is requesting an additional estimated amount of \$2,460 is needed. The amendment is as a result of the Auditor of State's determination that the City has a complex IT environment and that a review of the City's information technology controls over accounting systems is required. The audit and original contract was previously approved by Council via RES. NO. 98-16 on December 19, 2016.

The City is required to be audited annually per State Law.

PURPOSE AND EXPLANATION: The Auditor of State's Office is requesting an additional estimated amount of \$2,460 is needed. The amendment is as a result of the Auditor of State's determination that the City has a complex IT environment and that a review of the City's information technology controls over accounting systems is required. The audit and original contract was previously approved by Council via RES. NO. 98-16 on December 19, 2016.

The City is required to be audited annually per State Law.

IMPLEMENTATION SCHEDULE: Approval of the Motion is suggested so the AOS can conduct their processes in accordance with their audit standards and finalize the 2016 City audit.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: If approved, the amended audit annual cost would not exceed \$31,160. The \$28,700 from the previous AOS estimate + the additional \$2,460 estimated by the AOS for Information System Auditor services.

Additional info: The City is not expected to need an A-133 Audit for the fiscal year end December 31, 2016 as the City did not expend in excess of \$750,000 in federal funds.

RECOMMENDED

ACTION:

Approval of the Motion is suggested so the AOS can conduct their processes in accordance with their audit standards and finalize the 2016 City audit.

ADDITIONAL

INFORMATION:

The Finance Director and the AOS have been engaged in recent communication regarding audit services and cost.



CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 98-16

By: Mrs. Hanek, Mr. Johnson and Mr. Salzgeber

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR CONTRACT TO ENGAGE THE AUDIT DIVISION OF THE AUDITOR OF STATE'S OFFICE OF OHIO TO AUDIT THE CITY OF BRUNSWICK FOR THE FISCAL YEAR ENDING, DECEMBER 31, 2016

WHEREAS: Pursuant to Ohio Revised Code Section 117.11 the Auditor of State's Office shall audit a public office each fiscal year; and

WHEREAS: If the City expends more than \$750,000 in federal assistance in any given fiscal year on or after January 1, 2015, the City will be subject to a federal single audit under the A-133 Audit Standards. The federal single audit is an addition to the regular audit pursuant to Ohio Revised Code Section 117 and will require a contract modification, if necessary; and

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the City Manager is hereby authorized to enter into a one year agreement to engage the Audit Division of the Auditor of State's Office of Ohio to audit the basic financial statements of the City for the fiscal year ending December 31, 2016 for an annual cost not to exceed \$28,700 with an option to modify the contract not to exceed an additional \$5,000 to conduct a federal single audit under the A-133 Audit Standards if the City of Brunswick expends more than \$750,000 in federal awards for the fiscal year end December 31, 2016.

SECTION 2: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipal department, and for the additional reason to comply with Ohio Revised Code Section 117. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading December 19, 2016

Rules Suspended: AYES 7 NAYS 0

ADOPTED: December 19, 2016 AYES 7 NAYS 0



CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 98-16

ATTEST:

Clerk of Council
Barbara J. Ortiz, CMC



Dave Yost • Auditor of State

March 15, 2017

Todd Fischer
City of Brunswick
4095 Center Road
Brunswick, Ohio 44212

Dear Mr. Fischer:

The letter of arrangement dated December 8, 2016 between the Auditor of State and the City is hereby amended to reflect the following:

<u>Description of/Causes for Amendment</u>	<u>Estimated Fee Effect</u>
Unanticipated time for Information System Auditors (ISA) to review the City's accounting systems.	\$2,460
Previous fee estimate	<u>28,700</u>
Revised fee estimate	<u><u>\$31,160</u></u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Lindsey Young, Senior Audit Manager at 800-626-2297.

Very truly yours,

Dave Yost
Auditor of State of Ohio

Allen Allred, Assistant Chief Auditor

cc: City Council

ACCEPTED BY

DATE

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 03/27/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

MOTION: A motion authorizing City Council to accept the Edward Byrne Memorial Justice Assistance Grant (JAG LE) 2016 from the Ohio Office of Criminal Justice Services in the amount of \$9,214.20 for the purpose of purchasing two (2) mobile video surveillance systems for police cruisers. This grant also requires a City match of \$1,023.80 for a total project budget of \$10,238.

BACKGROUND: This grant will allow the Division of Police to install two additional mobile video camera systems in police cars. These systems are used to gather evidence in traffic and criminal cases to enhance our cases and prosecution efforts.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:** Grant in the amount of \$10,238. OCJS Funds in the amount of \$9314.20 with a cash match of \$1023.80.

A subsequent budget amendment and related legislation will be needed. The federal grant portion will need to be budgeted in the DOJ Fund #129 and the City match out of the Police Fund #114 (Capital Sub Fund #961).

**RECOMMENDED
ACTION:**

**ADDITIONAL
INFORMATION:**

Edward Byrne Memorial Justice Assistance Grant (JAG LE) 2016

Organization: Brunswick Division of Police

2016-JG-LLE-5881

Budget Request By Resource & Cost Category

If this page is not applicable, check this box and click Save.

	1. Matching Funds		2. OCJS Funds	3. Total
	<i>Cash</i>	<i>Inkind</i>		
1. Personnel	\$0	\$0	\$0	\$0
2. Consultant/Contracts	\$0	\$0	\$0	\$0
3. Travel	\$0	\$0	\$0	\$0
4. Equipment	\$1,023.80	\$0	\$9,214.20	\$10,238.00
5. Supplies	\$0	\$0	\$0	\$0
6. Other Costs	\$0	\$0	\$0	\$0
7. Confidential Funds	\$0	\$0	\$0	\$0
8. Indirect Cost	\$0	\$0	\$0	\$0
9. Total Project Budget	\$1,023.80	\$0	\$9,214.20	\$10,238.00
OCJS decision				

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project applied for.

Include the source, amount received, and year funds were awarded.

A local levy will provide the funds for the cash match.

Do you have other funding resources not identified above?

Yes ☒ No

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION APPOINTING CARL S. DEFOREST AS CITY
MANAGER/SAFETY DIRECTOR OF THE CITY OF BRUNSWICK.

WHEREAS: Pursuant to Section 4.01(a) of the Brunswick City Charter, City Council appoints the City Manager/Safety Director, with a minimum of five (5) votes being necessary for appointment, who shall serve for an indefinite tenure at the pleasure of City Council.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That Carl S. DeForest is hereby appointed as the City Manager/Safety Director, who shall serve in such capacity for an indefinite tenure at the pleasure of City Council, pursuant to the terms and conditions of the Employment Agreement attached hereto as Exhibit "A".

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

CITY OF BRUNSWICK

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this ____ day of _____, 2017, by and between the Council of the City of Brunswick, Ohio (the "Council"), a Municipal Corporation, hereinafter called "Employer", and Carl S. DeForest, hereinafter called "Employee" (collectively referred to herein as the "Parties") both of whom agree and understand as follows:

WITNESSETH:

WHEREAS, Employer desires to enter into an Employment Agreement with Carl S. DeForest covering salary and benefits for the position of City Manager/Safety Director of the City of Brunswick (the "City"), which employment is to commence on June 3, 2017 (the "Effective Date");

WHEREAS, it is the desire of the Council to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; 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.

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

SECTION 1: DEFINITIONS

Except as qualified or otherwise revised in this Agreement, the terms herein listed shall denote the following:

A. "Benefits" shall mean and refer collectively to the following:

1. Sick Leave
2. Vacation Time
3. Automobile Allowance
4. Health Insurance
5. Life Insurance
6. Professional Development Expenses
7. Fidelity Bond
8. Cellular Telephone
9. Deferred Compensation

B. "Charter" shall mean and refer to the Charter of the City of Brunswick, Ohio.

C. "Compensation" shall mean and refer collectively to the "Salary" plus "Benefits".

- D. "Salary" shall mean and refer to the base annual salary, without addition of any other Benefit or element of Compensation included.

SECTION 2: DUTIES OF EMPLOYEE

Employer hereby agrees to the employment of said Employee, Carl S. DeForest, as City Manager/Safety Director of the City to perform such functions and duties as are specified in the Charter, including, but not limited to, Article IV, setting forth the appointment, qualifications, removal, resident requirements, and powers and duties, and to perform such functions and duties under the laws of the City of Brunswick and the State of Ohio and to perform other legally permissible and proper duties and functions as Council shall from time to time assign (collectively referred to herein as the "Duties").

SECTION 3: TERM

This Agreement shall remain in full force and effect until terminated by the Employer or the Employee as provided in Section 5 or 6 of this Agreement.

Subject only to the provisions set forth in Section 4 and 5 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to suspend or terminate the services of Employee at any time. The Parties recognize and accept that neither the existence nor the terms of this Agreement alter Employee's status as an at-will employee of the City.

In addition, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time, subject only to the provisions set forth in Sections 5 and 6 of this Agreement.

SECTION 4: SUSPENSION

Employer may suspend the Employee from his Duties at any time, with or without cause, pursuant to Article IV, Section 4.01 of the Charter, with or without continuation of some or all of Employee's Compensation, as five (5) members of the seven (7) constituted Council shall determine in their unfettered discretion.

SECTION 5: TERMINATION AND SEVERANCE BENEFITS

Employer may terminate Employee at any time, with or without cause, subject to the provisions of Article IV, Section 4.01 of the Charter, and subject to the provisions of this Section 5 of this Agreement.

In the event Employee is terminated for conviction of a crime of moral turpitude or of a felony ("for cause termination"), Employee is entitled to no Compensation of any kind under this Agreement, including without limitation any Severance Benefits (defined below), for any period following the date of the commission of such crime.

Severance Benefits shall be paid to the Employee when employment is terminated by Council, for reasons other than for cause termination, then in that event Employer agrees to pay Employee a lump sum cash payment, unless otherwise agreed to by the Employer and Employee, due on the date designated as the last upon which Employee will perform Duties pursuant to this Agreement (the "Termination Date"), comprising the following Compensation elements (hereinafter collectively the "Severance Benefits");

1. Six (6) months of Salary, without payment of Employee's contribution to Ohio Public Employees Retirement System; and
2. Vacation Time accumulated and unused as of the Termination Date, subject to Section 13(A) of this Agreement.

Council, in any termination or removal proceeding, other than for cause termination as defined in this Agreement, shall not be bound by the requirements of Article IV, Section 4.01, of the Brunswick city Charter. Nothing in this Section 5, of this Agreement or the Charter creates, or shall be construed as creating, anything other than an at-will employment relationship between Employer and Employee.

Council, in any termination other than one involving a crime of moral turpitude or a felony, shall provide the Employee with thirty (30) calendar days written notice of intent to terminate. Nothing in this Section 5, of this Agreement or the Charter creates, or shall be construed as creating, anything other than an at-will employment relationship between Employer and Employee. The termination or removal procedure set forth in this Agreement for terminations other than for cause termination are in lieu of any inconsistent removal procedure contained in the Brunswick City Charter. In consideration of the Severance Benefits, the Employee waives any right to the removal procedures as set forth in Section 4.01 of the Charter for terminations other than for cause.

Employee agrees that in the event he is terminated under Section 5 of this Agreement or he resigns pursuant to Section 6 of this Agreement, he shall, within thirty (30) days before separation, create a satisfactory detailed exit report to Council describing all current activities and projects as well as detailing ongoing City matters and business interests to assist in any transition. Employee further agrees he will, at his own expense, take all necessary action and participate with any necessary transition with a successor City Manager/Safety Director as requested by Council. Employee also agrees that he will not use any information, data or source against the Employer to hinder City income revenue sources, or to attempt to have any business (current or prospective at the time of separation) move from or not enter the City.

If the Employer, citizens or Council act to amend any provision of the Charter pertaining to the role, powers, duties, authority or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

If the Employee resigns following a formal offer to accept resignation by the Employer in terminations other than for cause as defined in this Section, then the Employee may declare a termination as of the date of resignation.

SECTION 6: RESIGNATION

Employee may voluntarily resign his position with Employer upon no less than three (3) months advance written notice, unless the Parties agree otherwise in writing. Such resignation shall be deemed effective upon the last date of the advance notice period given (the "Resignation Date"). Employee shall not be permitted to utilize Vacation Time during such three (3) month written notice period.

Notwithstanding anything to the contrary in this Agreement, in the event that Employee resigns, Severance Benefits, which will be due to Employee on the Resignation Date, shall comprise and include only Vacation Time accumulated and unused as of the Resignation Date, subject to the applicable provisions and restrictions of Section 13(A) of this Agreement. In the event the Employee has utilized Vacation Time which was credited but not yet accrued, the Employee shall reimburse the Employer on a pro-rata basis.

Neither Employee's tender of resignation nor intent to resign shall affect, impair or diminish either Employer's right to suspend or terminate Employee, or any other right of Employer's under the Charter or this Agreement, including without limitation, provisions in Section 5 herein resulting in Employee being denied all Severance Benefits or other compensation.

SECTION 7: SALARY

The Employee's Salary shall be set at One Hundred Sixteen Thousand Dollars (\$116,000.00) annually, effective from the Effective Date until modified or amended by official action of Council. The Salary shall be payable in installments at the same time and in the same manner as other Managerial employees of the Employer are paid. Employee shall receive a Two Percent (2%) pay increase each subsequent year effective January 1st.

Effective January 1, 2017, the Employee shall receive longevity payment according to the schedule for all other administrative employees. As of January 1, 2017, Employee will start at the twenty-six (26) year rate.

It is recognized and accepted by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act, 29 U.S.C.A. § 201 *et seq.*, and is not eligible for either overtime pay or compensatory time pay.

SECTION 8: PERFORMANCE EVALUATION

The Council may review and evaluate the performance of the Employee annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine upon prior notice to Employee. Further, the Council may choose to provide the Employee with a summary written statement of the findings of Council concerning Employee's performance and provide an adequate opportunity for Employee to discuss his evaluation with the Council.

Annually, the council and the Employee shall define and reduce to writing such goals and performance objectives that they determine to be necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Such goals and performance objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

In effective the provisions of this Section, the council and Employee mutually agree to abide by the provisions of applicable law and the Brunswick City Charter.

SECTION 9: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer.

Accordingly, and solely for the purpose of calculating Severance Benefits under Sections 5 and 6 of this Agreement, amounts determined pursuant to this Agreement requiring a dollar value of e.g., one (1) hour or of one (1) day of Employee's work time will be calculated using the following assumed values:

1. Ten (10) worked hours/day, or fifty (50) worked hours/week, or 2,600 worked hours/year
2. Value of one (1) work hour = (Base Salary/2,600 hours/year)
3. Value of one (1) work day = (Base Salary/2,600 hours/year) x 10 hours/day

Subject to Council's discretion under the Charter, nothing in this Section or in this Agreement shall be deemed to set or require a fixed minimum number of hours to be worked daily by Employee.

SECTION 10: RESIDENCY

Per Charter Section 4.02, Employee will maintain residency in the City during the term of his employment and will establish such residency within six (6) months from the Effective Date. This is a material term of this Agreement and a material term of Employee's employment.

SECTION 11: AUTOMOBILE ALLOWANCE

Employee's duties require use of a motor vehicle. Employer will provide a set Automobile Allowance per month (full or partial month) of no more than Three Hundred Fifty Dollars (\$350.00) effective the first payroll after the effective Date of this Agreement.

SECTION 12: VACATION TIME AND SICK LEAVE

Employee shall accrue, and have credited to his personal account, Vacation Time at the rate of five (5) weeks per calendar year. The Vacation Time in this Section is eligible for use by

the Employee effective January 1st each year beginning in 2018, subject to any credit or reimbursement by the Employee upon resignation or termination as set forth in this Agreement. Additionally, the Employee will be credited with four (4) weeks of vacation as of June 3, 2017.

For purposes of determining Severance Benefits under Section 5 of this Agreement or reimbursement upon resignation, Vacation Time shall be deemed to accrue at the rate of one and one-quarter (1.25) week per calendar quarter, with one and one-quarter (1.25) week accruing on the first date in January, April, July and October of each year during the term of this Agreement.

- a. For purposes of determining Severance Benefits or reimbursement, the value of any Vacation Time already used but not yet accrued shall be deducted from the total Vacation Time determined to be accrued to calculate a net amount of Vacation Time owed to Employee or reimbursed by the Employee to the Employer.

Unused Vacation Time will carry over to the next calendar year.

Employee shall accrue, and have credited to his personal account, Sick Leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of work.

1. Employee shall accrue his Sick Leave in accordance with the procedures and policies set forth in the then current Brunswick Employee Handbook and Policy Manual.
2. Employee may accumulate Sick Leave and roll unused hours forward from year to year during the term of this Agreement.
3. When Employee's employment with Employer ends due to Employee's retirement, Employee may redeem, provided he is pensionable, unused Sick Leave by accepting the cash equivalent value of one-fourth (1/4) of the gross accumulated unused Sick Leave hours, not to exceed two hundred forty (240) hours as certified by the Director of Finance. Further, in order to receive a Sick Leave conversion payment under this Section, the Employee must be eligible to receive a pension from any State of Ohio pension system (i.e., he must be "pensionable").

SECTION 13: HEALTH AND LIFE INSURANCE

Within ninety (90) days of the Effective Date, Employer agrees to provide medical, prescription, dental and vision insurance coverage for Employee and his dependents equal to that which is provided to all other employees of the Employer under the plan covering such benefits currently in effect for such employees (the "Insurance Coverage").

Further, as of the Effective Date, the City will utilize its best efforts to provide Insurance Coverage to Employee and his dependents and, accordingly, will request Employee be

granted Insurance Coverage prior to the normal ninety (90) day waiting period. However, it is the insurance carrier's Underwriting Department that makes the final determination as to such insurance coverage, which Employee expressly recognizes.

Employee shall pay the same monthly premium contribution for insurance coverage as other City employees based upon the Plan chosen and the Policy of the City.

The Employer will provide, at Employer's expense, Life Insurance on Employee with a death benefit in the amount equal to two (2) years of Salary.

If requested by Employer, Employee agrees to submit to three (3) annual drug screening tests at times randomly selected by Employer, in Employer's sole discretion, the cost of which shall be paid by the Employer.

SECTION 14: RETIREMENT CONTRIBUTIONS

Employer further agrees to pay the Employee's share of contribution to the Ohio Public Employee's Retirement System ("OPERS") pursuant to applicable City policy, Employee Handbook and Policy Manual.

Employer agrees to pay into a City Deferred Compensation Plan of Employee's choosing, on the Employee's behalf, the amount of Six Percent (6%) of the Employee's base salary in equal proportionate amounts each pay period.

SECTION 15: DUES AND SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT, CIVIC ORGANIZATIONS AND GENERAL EXPENSES

As the City Manager/Safety Director of the City, the Employee will be responsible for all administration and policies of the City, and the Employer agrees to budget and pay for all reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, and local Associations and Organizations, including but not limited to the International City/County Management Association ("ICMA"), necessary and desirable for his continued professional participation, growth and advancement for the good of the Employer. Payment of such professional dues and subscriptions shall require Council approval.

Employer may, at its discretion, also approve and pay for reasonable official travel and subsistence expenses of Employee for professional meetings and conferences for the professional development of Employee and to adequately pursue necessary official functions for the Employer.

Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations, for which Employer may elect, at its discretion, to pay all reasonable expenses relative thereto.

SECTION 16: INDEMNIFICATION

In addition to that required under State and Local law, and under the Charter, Employer shall defend Employee against any tort, professional liability action, claim, suit, demand or other legal action (collectively "Claims"), whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Employee's Duties, if and only if Employee acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Employer, and, with respect to any criminal action or proceeding, if and only if he had no reasonable cause to believe his conduct was unlawful.

Employer will cooperate fully in endeavoring to compromise and settle any such Claims and shall pay the amount of any settlement or judgment rendered in such Claims, to the extent that such is not covered by insurance. Employer shall bear the costs of all expenses incurred in defending any such Claims against the Employee as a result of performance of the Employee's duties as City Manager/Safety Director, subject to the conditions as set forth in Section 17 herein.

Notwithstanding anything to the contrary herein, in no event will Employer pay any amount attributable to punitive damages awarded against Employee, or for which he is liable, or any amount attributable to penal fines or restitution orders arising out of Employee's unlawful appropriation of funds or property owned by or in the lawful possession or custody of Employer.

SECTION 17: BONDING

Employer shall bear the full cost of any fidelity or other bond or bonds required of the Employee under any law, ordinance, or Charter provision.

SECTION 18: CELLULAR TELEPHONE

Employee shall be provided with a cellular telephone, at Employer's cost, through the City's current cellular telephone package.

SECTION 19: OTHER TEMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with Employee, 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, the Charter, or any other applicable law or constitutional provision.

Except to the extent modified by this Agreement, all provisions of the Charter and the Brunswick City Code, the Employee Handbook and Policy Manual, and the regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of the Employer in addition to said Benefits enumerated specifically for the benefit of Employee.

SECTION 20: NO REDUCTION OF BENEFITS

Employer shall not at any time during the Term of this Agreement, reduce the Salary, Compensation, or other Benefits of Employee set forth herein unless agreed to by both Parties hereto in writing.

SECTION 21: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

EMPLOYER: Clerk of the Brunswick City Council
4095 Center Road
Brunswick, OH 44212

And

Brunswick City Law Director
4095 Center Road
Brunswick, OH 44212

EMPLOYEE: Carl S. DeForest
3455 Daisy Court
Brunswick, OH 44212

Alternatively, notice as required pursuant to this Agreement may be personally served in the same manner as is provided by the Ohio Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or, as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 22: SEVERABILITY

In the event that any portion of this Agreement shall be found to be invalid or unenforceable by a court of competent jurisdiction, it is agreed that the invalidity or unenforceability shall not affect any other portion of this Agreement, and the remaining covenants and restrictions shall remain in full force and effect.

SECTION 23: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 24: GENERAL PROVISIONS

The City Manager/Safety Director is the highest appointed official of the City of Brunswick. He is, therefore, required at all times, on duty and off, to conduct himself in an ethical, civil and appropriate manner, with integrity, befitting his high public position in the Brunswick

community. The City Manager/Safety Director shall conform at all times to the ICMA Code of Ethics, the City of Brunswick Code of Ethics, all applicable laws and ordinances of Brunswick, Ohio, including the City Charter, and all applicable federal and state laws.

This Agreement embodies the entire agreement and understanding between the Employer and Employee, and there are no other agreements, representations, warranties, or understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. Neither has either Party hereto in executing this Agreement relied upon any statements, facts or representations not included herein.

No modification or change of this Agreement shall be valid unless made in a writing signed by both Parties hereto.

This Agreement shall be binding upon and inure to the benefit of the heirs at law, next of kin, and personal representatives of the Employee and to any successor or assign of Employer.

In any controversy involving the Parties hereto that arise out of or relates to the existence, interpretation, breach and/or enforcement of this Agreement, the Parties shall each bear their own attorney's fees and costs of litigation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Employment Agreement to be executed as of the date first indicated above.

CITY OF BRUNSWICK
BY IT'S COUNCIL MEMBERS

CARL S. DeFOREST

Patricia Hanek, Vice Mayor

Alex Johnson, Vice Mayor Pro Tempore

Anthony Capretta

Mike Abella Jr.

Brian Ousley

Nick Hanek

Joe Salzgeber

ATTESTED TO BY:

Barbara J. Ortiz, Clerk
Brunswick City Council

APPROVED AS TO FORM:

Kenneth J. Fisher, Law Director
City of Brunswick, Ohio

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 27-17

BY: Committee-of-the-Whole

A RESOLUTION APPOINTING CARL S. DEFOREST AS CITY
MANAGER/SAFETY DIRECTOR OF THE CITY OF BRUNSWICK.

WHEREAS: Pursuant to Section 4.01(a) of the Brunswick City Charter, City Council appoints the City Manager/Safety Director, with a minimum of five (5) votes being necessary for appointment, who shall serve for an indefinite tenure at the pleasure of City Council.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That Carl S. DeForest is hereby appointed as the City Manager/Safety Director, who shall serve in such capacity for an indefinite tenure at the pleasure of City Council, pursuant to the terms and conditions of the Employment Agreement attached hereto as Exhibit "A".

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz