

RESOLUTION NO. 29-14  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON  
THE 18<sup>th</sup> DAY OF August, 2014.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON  
BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN  
AGREEMENT WITH BRUCE P. ROBERTSON FOR EMPLOYMENT  
AS CHIEF OF POLICE OF THE CITY OF CENTERVILLE.

WHEREAS, the City Charter and Codified Ordinances of the City of  
Centerville call for the position of a Chief of Police for the City of Centerville;  
and

WHEREAS, the City desires to employ the services of Bruce P. Robertson  
as Chief of Police of the City of Centerville.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to  
execute an Agreement between the City of Centerville and Bruce P. Robertson for  
the purposes of employing his services as the Chief of Police for the City of  
Centerville, a copy of said Agreement is attached hereto, incorporated herein,  
marked Exhibit "A".

Section 2. This Resolution is to take effect at the earliest time allowed  
by law.

PASSED THIS 18<sup>th</sup> day of August, 2014

C. Michael Keppel  
Mayor of the City of  
Centerville, Ohio

ATTEST:

Debra A. James  
Clerk of Council

City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 29-14, passed by the Council of the City of Centerville, Ohio on the 18<sup>th</sup> day of August, 2014

Debra A. James  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

## Employment Agreement

This Agreement is entered into and shall become effective on the \_\_\_\_\_ day of August, 2014, by and between the City of Centerville, an Ohio municipal corporation (hereinafter "City" or "Employer") and Bruce P. Robertson (hereinafter "Employee").

### WITNESSETH:

**WHEREAS**, the City Charter and Codified Ordinances of the City of Centerville call for the position of a Chief of Police for the City of Centerville; and

**WHEREAS**, the City desires to employ the services of Bruce P. Robertson as Chief of Police of the City of Centerville; and

**WHEREAS**, it is the desire of the City to provide certain benefits and to establish certain conditions of employment for the Chief of Police as set forth in this Employment Agreement; and

**WHEREAS**, Employee desires to accept employment as Chief of Police of Centerville, Ohio pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitations the parties agree as follows:

1. **Employment** – City agrees to the hiring of the Employee and Employee hereby accepts employment together with all terms and conditions set forth herein for the position of Chief of Police. This position is an unclassified, full-time managerial position consistent with the City of Centerville Pay Ordinance, and the Personnel Manual Rules and Regulations. The Employee will serve in the exempt City service, as defined by the City of Centerville Charter and Ordinances. As such, the Employee is considered an at-will employee who serves at the pleasure of the City Manager.
2. **Term of Employment** – This Agreement shall commence on October 27, 2014 and shall be for a term of three (3) years unless terminated as provided herein. The Employee shall serve at the pleasure of the City Manager as an "at-will" employee.
3. **Termination** – This Employment Agreement may be terminated voluntarily by either party, without cause, by either party providing sixty (60) days prior written notice to the other party. Either party may waive said notice requirement in whole or in part. The City Manager may terminate this Agreement with cause without notice.
4. **Employee's Services and Duties** – Employee agrees that while employed by City he shall devote his best energies in pursuit of all Chief of Police duties on behalf of City, and to the best of his ability, experience and talents, perform all that may be required of him as an Employee. Employee agrees that he shall observe and conform to the policies and directions established by the management of City, and that he will faithfully assume and

perform all duties customarily performed by the Chief of Police. Employee agrees that he will devote his full-time ability and attention to the business of the City during the term of this Agreement, and that he will neither directly nor indirectly provide any services of a business, commercial or professional nature to any other person, firm, corporation, organization, or entity (with or without compensation) without prior written consent and approval of the City Manager.

5. **Residency** – Residency within the City limits of the City of Centerville shall be required should the Employee move from his current residence during the term of this Agreement.
6. **Compensation** – In consideration of the performance of all services required by the City, the City shall provide Employee an annual salary of One Hundred Twenty-Two Thousand, Three Hundred Forty-five and no/100 Dollars (\$122,345.00), which shall remain unchanged for a period of three (3) years. Payment less all applicable taxes and deductions shall be made in accordance with the City pay schedule currently consisting of twenty-six (26) pay periods per year.
7. **Leave Accruals and Payouts** – Due to the prior official retirement of Employee, any eligible payouts will be made (upon the Employee's retirement) in accordance with the City of Centerville Pay Ordinance, and the Personnel Manual Rules and Regulations. Payouts will include the City of Centerville Supplemental Retirement Plan and payment for unused, accrued vacation. In accordance with Section 7.04 of the Personnel Manual, the Employee may carry forward up to 100 vacation hours.
8. **Benefits** – Employee benefits shall be commensurate with those described in the City of Centerville Pay Ordinance, and the Personnel Manual Rules and Regulations for full-time employees, with the following exceptions:
  - a. Employee shall be given credit for 36 years of previous service to the City of Centerville for purposes of computing the amount of vacation and sick leave accrual per Section 4.03 of the Personnel Manual.
  - b. Employee will be entitled to have 100 hours of sick leave carried over. These 100 hours will be deducted from the Employee's sick leave balance prior to calculating eligibility for any conversion or Supplemental Retirement Plan payout, as described in the City of Centerville Pay Ordinance, and the Personnel Manual Rules and Regulations. Upon termination of the contract at term or under provisions noted in Section 2 of this Agreement, the payout rate for these hours will be processed in accordance with the City of Centerville Pay Ordinance, and the Personnel Manual Rules and Regulations.
9. **Professional Dues and Memberships** – During the term of this Agreement, City hereby agrees to budget and pay for professional dues and membership necessary for participation in organizations beneficial to Employee's professional standing and licensing.

10. **Automobile** – The City recognizes that it is essential that the Chief of Police have automobile transportation available to him at all times in order to perform his essential job functions. Accordingly, the Employee will be provided the continued use of a City automobile, consistent with the City of Centerville Personnel Manual Rules and Regulations.

11. **Miscellaneous Provisions** – This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or oral or written Agreements between the parties respecting the subject matters contained herein. The parties understand and agree that this Agreement shall be construed under and in accordance with the laws of the state, that the Agreement may not be modified unless in writing, signed by both parties, and that the Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors or assignees. The parties further agree that any waiver of any part of this Agreement shall not be a waiver of any other part of the whole, nor shall any waiver of a breach of this Agreement in whole or in part constitute a waiver of any other or succeeding breach. In case any one or more of the provisions in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability of any provisions shall not affect any other provision hereof, but this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

EXECUTED in Montgomery County, Centerville, Ohio, on the day first written above.

WITNESSED BY

\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE

\_\_\_\_\_  
Bruce P. Robertson, Chief of Police

WITNESSED BY

\_\_\_\_\_  
\_\_\_\_\_

EMPLOYER  
CITY OF CENTERVILLE, OHIO

\_\_\_\_\_  
Gregory B. Horn, City Manager

Approved as to Form

\_\_\_\_\_  
Scott A. Liberman, Municipal Attorney

## FISCAL OFFICERS CERTIFICATE

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2014 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
Finance Director  
City of Centerville, Ohio