

RESOLUTION NO. 2020-25

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE APPOINTMENT OF MICHAEL SPAFFORD AS CITY MANAGER ON AN INTERIM BASIS, AUTHORIZING AN EMPLOYMENT AGREEMENT MEMORIALIZING THE SAME, AND DECLARING AN EMERGENCY.


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council desires to have Michael Spafford serve as the City Manager on an interim basis, during which time, he shall be referred to as the "Interim City Manager," but shall perform all duties and functions and exercise the same authority provided to the City Manager under the Charter and Codified Ordinances.


SECTION 2. That Council authorizes the Mayor to execute an Employment Agreement which establishes the terms and conditions of Mr. Spafford's employment as Interim City Manager, which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 4. This Resolution shall be in full force and effect from and immediately following its adoption.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 31 MAR 2020



EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 21st day of March, 2020, by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Michael L. Spafford (hereinafter called "Employee"), an individual who has the education, training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron to serve as City Manager and who shall serve in that capacity as the Interim City Manager, in accordance with the terms and conditions set forth below.

SECTION 1: TERM

The term of this Agreement shall be for an initial interim period of 6 months from March 21, 2020 through September 20th, 2020 or until a long-term, full-time City Manager is selected and starts working in that position. Upon completion of the initial term, the terms and conditions of this Agreement may be extended on a month to month basis by mutual agreement of the Employer and Employee.

It is understood that during the term of this Agreement, Employer will be engaging in a search for a long-term, full-time City Manager. Employee understands that his employment as Interim City Manager does not entitle him to the long-term, full-time position of City Manager upon completion of the term of this Agreement and it is incumbent upon Employee to engage in and participate in the Employer's candidate selection and hiring process for the long-term, full-time City Manager if he wishes to be considered for the position.

Upon Employer's completion of the selection process for the long-term, full-time City Manager position, Employee shall be entitled to the following:

1. If the Employee is not selected for the full-time, long-term City Manager position, Employee may return to his position as Assistant to the City Manager, subject to the discretion of the long-term, full-time City Manager.
 - a. If, within thirty (30) days after the long-term full-time City Manager starts working for Employer, the long-term, full-time City Manager decides not to keep Employee employed as the Assistant to the City Manager or if Employee voluntarily decides to resign from employment with Employer, Employee shall be entitled to all compensation and benefits provided for in the Severance provision of this Agreement, including salary, accrued vacation and sick leave, paid in lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option, plus continuation of all benefits for three (3) months following the date of Employee's resignation or the City Manager's decision not to retain Employee as Assistant to the City Manager.
 - b. If, after thirty (30) days from the start date of the long-term, full-time City Manager, either the City Manager or the Employee decide that Employee will no longer work as the Assistant to the City Manager, Employee shall receive

only those benefits provided to other City Employees upon their voluntary resignation from employment with Employer.

2. If the Employee is selected for the full-time, long-term City Manager position: Employee and Employer will negotiate a comprehensive employment agreement that will supersede this Agreement in its entirety.
3. If the Employer decides for any or no reason that Employee should no longer serve as Interim City Manager, then Employee shall receive the compensation and benefits provided for in the Severance provision of this Agreement.

SECTION 2: DUTIES AND AUTHORITY

Employer, as the Interim City Manager, shall serve as the chief executive officer of the Employer and shall faithfully perform the duties of the City Manager as prescribed in the job description as set forth in the Employer's charter and/or ordinances as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

SECTION 3: COMPENSATION

Base Salary. Employer agrees to pay Employee an annual base salary of Ninety-five Thousand Dollars (\$95,000.00), payable in installments following the Employer's standard payroll operations.

SECTION 4: HEALTH AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is provided to all other employees of the City of Huron.

B. The Employer shall pay the amount of premium due for term life insurance in the same amount as currently provided to Employee in his capacity as an Assistant to the City Manager, including all increases in the base salary during the life of this Agreement.

SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencement of this Agreement, the Employee shall accrue vacation leave on an annual basis at a rate of four (4) weeks under the same rules and provisions applicable to other employees.

B. Upon commencing employment, the Employee shall accrue sick leave at a rate of 1-1/4 work days with pay for each month of service, under the same rules and provisions applicable to other employees.

C. The Employee is entitled to accrue leave in accordance with the Codified Ordinances, and such leave shall be used, paid out, disposed of, or lost under the provisions set forth in the Codified Ordinances.

SECTION 6: RETIREMENT

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

SECTION 7: GENERAL BUSINESS EXPENSES

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committee in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expense of Employee for the short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to come an active member in local civic clubs or organizations.

E. Employer has provided Employee, for business and personal use, a laptop computer, software, and/or tablet computer and relevant service expenditures for business and personal use to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

F. Employer will reimburse employee for his personal cellular telephone and corresponding data plan expenses in an amount not to exceed eighty dollars (\$80.00) per month.

SECTION 8: TERMINATION

A. For the purpose of this Agreement, termination shall occur when:

1. The governing body votes to terminate the Employee by a five-sevenths majority vote of all members elected thereto, pursuant to the terms set forth in Section 4.04 of the Huron Charter.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties authority, 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.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be regarded as a termination.

SECTION 9: SEVERANCE

Severance shall be paid to the Employee when employment is terminated for any or no reason, or for any of the reasons contemplated elsewhere in this Agreement:

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months' salary and all corresponding benefits provided for in this Agreement. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codified Ordinances.

C. For a minimum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and eligible spouse and dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4D.

3. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

SECTION 10: RESIGNATIOON

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of

the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Huron Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this agreement.

SECTION 12: NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, and addressed as follows:

AS TO EMPLOYER: City of Huron
 417 Main Street
 Huron, Ohio 44839

AS TO EMPLOYEE: Michael Spafford
 725 Salem Drive
 Huron, Ohio 44839

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 13: GENERAL PROVISIONS

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on March 21, 2020.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council’s policies, or Employer’s ordinance or Employer’s rules and regulations, or any permissive stated or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council’s policies, or Employer’s ordinances, or Employer’s rules and regulations or any such permissive law during the term of this Agreement.

FOR THE CITY OF HURON

By: _____
Sam Artino, Mayor

Date: _____

EMPLOYEE:

Michael Spafford

Date: _____

Approved as to form:

Law Director