

ORDINANCE NO. 39 - 07

By: Jeffrey L. McClelland

An Ordinance to amend Second Amended Ordinance No. 91-06 for the purpose of fixing the annual salary of the Chief of Police at \$100,000 effective April 30, 2007, to authorize and direct the Mayor and Auditor to enter into a five year employment contract with Lawrence Lee Rinehart as Chief of Police effective April 30, ~~4~~2007 and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That Second Amended Ordinance No. 91-06 is hereby amended to fix the annual salary of the Chief of Police at \$100,000.00 effective April 30, 2007.

Section 2. That, as amended by Section 1 hereof, Second Amended Ordinance No. 91-06 shall remain in full force and effect.

Section 3. That the Mayor and Auditor are hereby authorized and directed to enter into a five year employment contract with Lawrence Lee Rinehart as Chief of Police effective April 30, 2007 substantially on the terms set forth in the draft agreement attached hereto and in a form approved by the City Attorney.


Section 4. That this Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety and welfare, said emergency being the necessity of establishing the terms and conditions for employment of the Chief of Police which is to be effective as of April 30, 2007, and shall be in full force and effect upon passage and approval by the Mayor.

Passed: 4-24, 2007

  
\_\_\_\_\_  
President of Council

Attest:   
\_\_\_\_\_  
Clerk of Council

4-24-07 1st reading  
Three reading rule  
Suspended. amended

Approved: 4/24, 2007  
  
\_\_\_\_\_  
David H. Madison, Mayor

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the date first set forth below by and between the City of Bexley (hereinafter called the "City"), and Lawrence Lee Rinehart (hereinafter called the "Employee"), 866 Harmony Drive, Gahanna, Ohio 43230, in accordance with the action of its Mayor and City Council as found in the minutes of the meeting held on the 24<sup>th</sup> day of April, 2007, and in accordance with applicable Ohio law, the City's Charter, and the City's Ordinances and Resolutions.

### **Preamble**

The City is in need of a Chief of Police for its Police Department.

The Employee is a law enforcement officer certified by the Ohio Peace Officer Training Academy, and otherwise has the qualifications necessary to serve as Chief of Police for the City.

### **Statement of Agreement**

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**§1. Employment.** For the purposes and upon the terms and conditions hereinafter set forth, the City hereby employs the Employee to serve as Chief of Police, and the Employee hereby accepts such employment with the City, with a start date of Monday, April 30, 2007.

**§2. Term of Employment; Option to Renew.** The City shall employ the Employee for an initial period of five (5) years from the date of this Agreement and shall only be terminated during such initial period (or any renewal term) pursuant to Section 6 of this Agreement. At the expiration of the initial term of this Agreement, the City by action of the Mayor, in the sole discretion of the Mayor but subject to confirmation by City Council, shall have the option of renewing the Agreement for another period of time not to exceed five (5) years. The failure of the City to renew this Agreement for any reason at the end of the initial or any renewal term shall not be deemed a termination pursuant to Section 6 of this Agreement and shall not be subject to Article IX, Section 47 of the City's Charter.

**§3. Duties and Obligations.** The Employee shall serve the City as Chief of Police, and shall have such responsibilities and duties that are commensurate with the duties established by the City's Charter, Ordinances and Resolutions of City Council, and the general laws regarding police departments

under the Ohio Revised Code, to the extent they are not inconsistent with the City's Charter, Ordinances, and Resolutions. The Employee shall devote his full time, attention and energy to the operation of the Police Department and the performance of his duties hereunder. The Employee shall discharge such duties in a diligent and proper manner and shall conduct himself at all times so as to advance the best interests of the City and the Police Department.

During the term of this Agreement, the Employee agrees to comply with and maintain any and all oaths, certifications, training, or other criteria applicable to a police officer, law enforcement officer, or chief of police, as the case may be, regardless of whether such compliance is required by the City's Charter, Ordinances and Resolutions of City Council, or the Ohio Revised Code, as all may be amended from time to time.

**§4. Compensation.** The Employee shall receive an annual salary of \$100,000.00 less all required deductions, payable in accordance with the City's normal payroll practices. The City and the Employee shall each make contributions to the Ohio Police and Fire Pension Fund at the level required by the Ohio Revised Code.

**§5. Benefits.** Except as otherwise provided in this Section 5, the Employee shall be entitled to the benefits specified, from time to time, in Section 262.02 of the City's Administrative Code, and such benefits established by City Council shall be at least as favorable as those provided for officers of the City designated "Director."

Pursuant to Section 262.02(c)(14)D, during the first year of employment, the Employee shall be entitled to vacation of ten (10) workdays only. There shall be no accrual or carry over of vacation leave from the Employee's prior employer, and the City shall not be liable for the payment of any unused vacation leave credited to the Employee at the time of separation from his prior employer.

Pursuant to Ohio Revised Code §124.38, the parties recognize that the Employee is entitled to his previously accumulated sick leave remaining to his credit from prior public service. The parties agree that, in connection with this legal requirement, the Employee has one hundred twenty (120) hours of accumulated sick leave, which will be placed to his credit upon commencement of employment with the City.

**§6. Termination.** The City may terminate this Agreement, and the Employee's employment, in accordance with Article IX, Section 47 of the City's Charter, for incompetence, neglect of duty, immorality, substance abuse, failure to obey orders given by a proper authority, or for any other just and reasonable cause. The City shall comply with the disciplinary procedures described in Article IX, Section 47 of the City's Charter, as may be amended from time to time. Upon termination of the Employee's employment pursuant to Article IX,

Section 47 of the City's Charter, the Employee shall not be entitled to receive any compensation or other benefits under this Agreement, except as otherwise expressly provided by law.

**§7. Consideration.** Employee acknowledges that he has received fair and adequate consideration in exchange for his undertakings herein.

**§8. Notices.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed duly given when personally delivered or when mailed by first class mail, registered or certified, return receipt requested and postage prepaid, addressed to the parties at their respective addresses set forth at the end of this Agreement or such other persons or addresses as shall be given by notice of any party.

**§9. Actions by the City.** Any determination, consent, waiver, agreement or other action under or with respect to this Agreement and its implementation of or by the City (including any grant of additional compensation to the Employee or any modification to this Agreement) shall not be deemed made, taken or effected hereunder unless made, taken or effected in writing.

**§10. Waiver; Remedies Cumulative.** No waiver of any right or option hereunder by any party shall operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies provided by law or equity.

**§11. Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City. Neither this Agreement nor any rights hereunder shall be assignable by the Employee, and any such purported assignment by him shall be void and of no force or effect.

**§12. Headings.** The headings of the various sections of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of the sections of this Agreement.

**§13. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**§14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**§15. Jurisdiction/Venue.** The parties expressly agree that the Common Pleas Court for Franklin County, Ohio shall have jurisdiction over all matters relating to this Agreement and that any action to interpret or enforce any provision of this Agreement shall be brought and maintained in that Court.

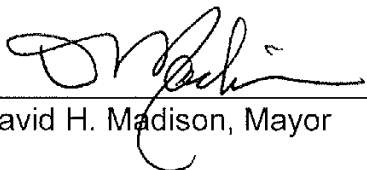
**§16. Entire Agreement.**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

This Agreement may not be amended or modified except by a writing, executed by each of the parties hereto. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed have executed multiple counterparts of this Agreement, each of which is deemed to be an original, as of the date first set forth above.

CITY OF BEXLEY

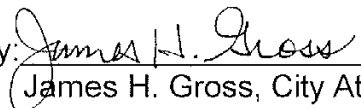
By:   
David H. Madison, Mayor

Date: 5/8/07

  
Lawrence Lee Rinehart, Employee

Date: 5/8/07

Approved as to form:

By:   
James H. Gross, City Attorney

Date: 5/8/07