

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 21-120**

**RESOLUTION APPROVING RESIGNATION OF ANDREW WARGO FROM THE POLICE  
DEPARTMENT.**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board hereby approves the resignation of Andrew Wargo from the Police Department, the Resignation and General Release Agreement is attached hereto as Exhibit "A".

**SECTION 2:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 3** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** August 11, 2021

**Board of Trustees**

**Vote of Trustees**

Susan Berding: <u>Susan Berding</u>	<u>Yes</u>
Shannon Hartkemeyer: <u>Shannon Hartkemeyer</u>	<u>Yes</u>
Joe McAbee: <u>Joe McAbee</u>	<u>Yes</u>

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 11th day of August, 2021.

**ATTEST:**

Shelly Schultz  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

L. E. Barbieri  
Lawrence E. Barbieri, Township Law Director

## RESIGNATION AND GENERAL RELEASE AGREEMENT

This Resignation and General Release Agreement ("Agreement") made this 14<sup>th</sup> day of June, 2021, by and between **Andrew Wargo**, (the "Employee"), an individual, and **Fairfield Township, Ohio**, (the "Employer"), is a resignation agreement which includes a general release of all claims.

In consideration for the covenants undertaken and the releases contained in this Agreement, the Employee and the Employer agree as follows:

### **1. VOLUNTARY RESIGNATION**

The Employee shall voluntarily resign from his position effective June 14, 2021, and shall release any contractual claim as an employee of the Employer in any capacity by executing Exhibit A hereto.

### **2. LETTER OF REFERENCE**

Employer agrees to provide Employee with a letter of reference as set forth in Exhibit B hereto.

### **3. RETURN OF CONFIDENTIAL MATERIALS**

The Employee shall return to the Employer and shall not take or copy in any form or manner any confidential materials or information.

### **4. SEVERANCE**

Employer shall pay to the Employee his accrued vacation leave (97.88 hours), accrued personal leave (8 hours) and accrued compensatory time (49.12 hours). Employer will not contest the employee's application for unemployment benefits.

**5. NON-DISPARAGEMENT.**

Employee agrees that he will not make disparaging, uncomplimentary or negative remarks about Employer or its employees or agents. Employer agrees that it shall not make disparaging, uncomplimentary, or negative remarks about Employee. This non-disparagement clause shall not apply to statements made in response to official investigations or in court proceedings.

**6. DENIAL OF ANY VIOLATION - AGREEMENT NOT EVIDENCE**

Employer expressly denies any violation of any of its policies, procedures, state or federal laws or regulations. Accordingly, while this Agreement resolves all issues between the Employer and the Employee, this Agreement does not constitute an admission by the Employer or Employee of any violation of Employer's policies or state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by the Employer of any violation of its policies, procedures, state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement.

**7. GENERAL RELEASE AND DISCHARGE**

In consideration of the mutual promises and covenants contained herein, the Employee on behalf of himself and his descendants, dependents, heirs, executors, administrator, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges Employer, as well as its trustees, officers, agents, attorneys, insurers, employees, representatives, assigns, and successors, past and

present, and each of them, hereinafter together and collectively referred to as "Releasees", with respect to and from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which the Employee now owns or holds or has at any time heretofore owned or held as against said Releasees, arising out of or in any way connected with the Employee's employment relationship with Employer, or the Employee's voluntary resignation from employment or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement, including but not limited to Chapter 505 of the Ohio Revised Code, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and similar Federal and State of Ohio anti-discrimination statutes, severance pay, sick leave, holiday pay, vacation pay, life insurance, group medical insurance or any other fringe benefit of Employer or workers, compensation. The Employee acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, the Employee

hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

**8. BUSINESS AFFAIRS INFORMATION-CONFIDENTIALITY**

The Employee acknowledges that by reason of the Employee's position with the Employer, the Employee has been given access to confidential materials or information respecting Employer's operations. The Employee represents that he has held all such information confidential and will continue to do so, and that the Employee will not use such information and relationships for any business (which term herein includes a partnership, firm, corporation or any other entity) without the prior written consent of Employer.

**9. WARRANTY OF NON-TRANSFER OF RELEASED MATTER**

The Employee warrants and represents that the Employee has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and the Employee shall defend, indemnify and hold harmless Employer from and against any claim including the Payment of attorneys' fees and costs actually incurred whether or not litigation is commenced based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

**10. TERMINATION OF EMPLOYMENT**

The Employee and Employer acknowledge that any employment or contractual relationship between them terminates on June 14, 2021, and that they will have no further employment or contractual relationship subsequent to that date, the Employee waives

any right or claim to reinstatement as an employee and will not seek employment in any capacity in the future with Employer.

**11. COMPLETE AGREEMENT**

This Agreement constitutes and contains the entire agreement and final understanding concerning the Employee's employment, voluntary resignation from the same and the other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

**12. SEVERABILITY OF INVALID PROVISIONS**

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

**13. CHOICE OF LAW**

This Agreement shall be deemed to have been executed and delivered within the State of Ohio, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to principles of conflict of laws.

**14. COUNTERPART EXECUTION - EFFECT - PHOTOCOPIES**

This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**15. LITIGATION-COSTS AND EXPENSES**

In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys, fees.

**16. WAIVER OF BREACH-EFFECT**

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

**17. FULL UNDERSTANDING AND VOLUNTARY ACCEPTANCE**

In entering this Agreement, the employee represents he has carefully read and understands the terms of this Agreement and executes this Agreement with the intention to be legally bound.

**18. FURTHER EXECUTIONS**

All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this agreement and which are not inconsistent with its terms.

**19. HEADINGS NOT BINDING**

The use of headings in this Agreement is only for ease of reference and the headings have no effect and are not to be considered part or a term of this Agreement.

I have read the foregoing Agreement and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

**EXECUTED** at Fairfield Township, Ohio, this 14<sup>th</sup> day of June, 2021.

*CAPT. [Signature]*  
\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
ANDREW WARGO

*[Signature]*  
\_\_\_\_\_  
Witness

FAIRFIELD TOWNSHIP, OHIO  
*[Signature]*  
\_\_\_\_\_  
By:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lawrence E. Barbieri,  
Law Director, Fairfield Township, Ohio



EXHIBIT A

Board of Trustees  
Fairfield Township, Ohio

RE: Resignation

Dear Members of the Board:

This to advise you that effective June 14, 2021, I hereby voluntarily resign my position as employee of the Police Department of Fairfield Township, Ohio, and hereby release any contractual claims which may exist and agree not to seek re-employment with Fairfield Township, Ohio.

  
\_\_\_\_\_  
Andrew Wargo