

CONSULTING AGREEMENT

This Agreement ("Agreement") is between Robert Schommer ("Schommer") and the City of Huber Heights, Ohio ("City").

WHEREAS, Schommer submitted his written resignation as City Manager of Huber Heights and City Council has waived the 30-day notice requirement; and

WHEREAS and the parties have agreed that the effective date of the resignation of employment shall be Tuesday March 9, 2021 ("Last Day")

NOW WHEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Schommer and City agree and promise as follows:

1. **CONSULTING.** Schommer agrees to be available for consultation regarding matters of concern or interest of the services to City with the City's interim City Manager, (or new City Manager if hired during the term of this Agreement), Directors, by telephone and email through September 8, 2021. Schommer shall not consult on any matter that may be deemed a conflict of interest between the City and any future employer of Schommer. Schommer shall not be required to provide consulting services to the City as his sole and exclusive function. It is understood and agreed that Schommer may and will have other business interests and engage in other activities in addition to those relating to the City.

2. **PAY.** The City will pay Schommer the gross sum of \$150,000 less applicable agreed deductions, as a lump sum within seven (7) days of the date of this Agreement, said amount shall be non-pensionable and shall be deemed to include any and all accrued and used vacation pay and other pay, if any owed to Schommer. The City will continue in full force and coverage all health, dental, and vision insurance for Schommer at City expense, through March 31, 2022. All other employee benefits will cease as of the Last Day. Schommer will be provided currently assigned laptop computer.

3. **OTHER BENEFITS.** Schommer agrees that the payments and benefits provided by this Agreement are greater than any to which Schommer would be entitled under the City's policies and his contract; that the payments and benefits provided under this Agreement are all that Schommer will receive from the City; and that these payments and benefits are in lieu of, and replace, any payments and benefits which Schommer might have claimed eligibility for, or entitlement to, under any agreement or City policy or practice.

4. **RELEASE OF CLAIMS.** In consideration of the payments and benefits provided to Schommer under this Agreement, and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged, Schommer, on behalf of himself, his heirs, administrators, assigns and agents, fully settles, releases, and forever discharges the City from any and all claims, demands, liabilities, costs, attorneys' fees, damages, actions, and causes of action arising out of or related to Schommer's employment or termination from employment with the City. This includes, but is not limited to, any and all claims under all prior Employment Agreements between the City and Schommer; the Charter, City Ordinances and Resolutions of the City of Huber Heights, Ohio; the Constitution and Laws of Ohio and the following federal statutes and like or similar state or local laws: Title VII of the Civil Rights Act of 1964, as amended; The Age Discrimination in Employment Act, as amended; The

Americans with Disabilities Act; The Employee Retirement Income Security Act; and The Family and Medical Leave Act, as well as any other type of employment discrimination, wrongful discharge, retaliation, breach of express or implied contract, promissory estoppel, emotional distress, intentional tort, or personal injury claim. This release covers all claims as of the effective date of this Agreement whether known and unknown to Schommer.

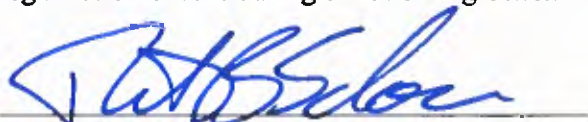
5. **NON-DISPARAGEMENT.** Schommer will not make any statements or remarks which are disparaging to, or which have the potential of harming, the City and/or its elected or appointed officers, agents or volunteers. City and its elected officials will not make or direct to be made any statements or remarks which are disparaging to, or which have the potential of harming Schommer. To that end, neither party will engage in any act or conduct which is, or could be construed to be, detrimental to either party (or a party's elected and appointed officials) or its interests or reputation.

6. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

7. **GOVERNING LAW.** All matters relating to the interpretation, construction, and enforcement of this Agreement shall be governed by and construed according to the laws of the State of Ohio to the extent that those laws are not preempted by the laws of the United States of America.


8. **ENTIRE AGREEMENT.** The foregoing terms represent the entire agreement between Schommer and the City and the only consideration for signing this Agreement. No other promises or agreements of any kind have been made between the parties to cause them to sign this Agreement. Schommer states that Schommer has carefully read this Agreement, that Schommer fully understands its terms, that Schommer has had full opportunity to review it with Schommer's own legal counsel, if desired, that Schommer understands its legal and binding effect, and that Schommer signs this Agreement voluntarily

9. **INDEMNIFICATION.** City shall continue to defend, indemnify and hold Schommer harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission in connection with a governmental or proprietary function and occurring during or arising out of Schommer's good faith performance of duties while City Manager. City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Schommer's term of appointment, and the otherwise expiration of this Agreement, to provide full and complete protection to Schommer by the City of Huber Heights, as described herein, for any acts undertaken or committed in his capacity previously as City Manager under this Agreement regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Schommer's appointment with City.



Robert Schommer

Date: MARCH 9, 2021



Gerald McDonald Law Director

Date: 3/10/21