

Record of Resolution

Resolution No.: 2014-~~XX~~⁰⁹

Passed: June 23, 2014

A RESOLUTION OF AUTHORITY TO SIGN CONTRACT

Whereas, council has determined there is a need for a Fiscal Officer, Treasurer, Clerk; and,

Whereas, a contract of at will employment has been drafted;

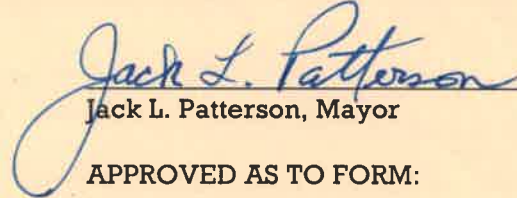
NOW THEREFORE, BE IT RESOLVED BY the council for the **VILLAGE OF WEST LAFAYETTE, OHIO, as follows:**

Section 1: Council continues to agree to permit the Fiscal Officer, treasurer, Clerk to reside outside the corporation limits for the Village.

Section 2: Council Authorizes and directs the Mayor of West Lafayette, Ohio to sign the at will employment agreement attached hereto and as recommended by the appropriate committee of Council.

Section 3: The attached agreement is incorporated herein by reference as though fully rewritten.

Section 4: That this Resolution is an emergency Resolution and shall be effective immediately and is needed for the health, safety, and welfare of the citizens of the Village of West Lafayette, Ohio, for reason a Fiscal Officer, Treasurer, and Clerk is needed immediately on the effective date of hiring as stated in the agreement

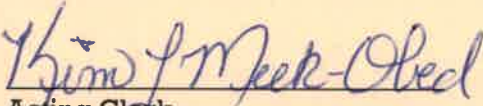


Jack L. Patterson, Mayor

APPROVED AS TO FORM:

William M. Owens, Solicitor
for the Village of West Lafayette, Ohio

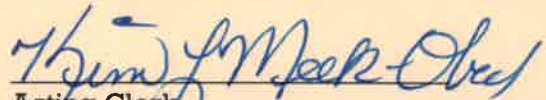
ATTEST:



Acting Clerk

CERTIFICATE OF POSTING

I hereby certify that the foregoing Resolution was posted according to law this 25 day of June, 2014.



Acting Clerk

EMPLOYMENT AGREEMENT

This employment Agreement (hereafter called Agreement) is made effective as of July 7, 2014, and is contingent upon acceptance by Resolution by the Council of the Village of West Lafayette, Ohio (hereafter called Council), by and between The Village of West Lafayette, Ohio (hereafter called Village) and Roberta M. Moore (hereafter called Fiscal Officer), 52733, CR 425, Fresno, Ohio 43824.

A. Village is engaged in the business of government and seeks to have its business performed in a fiscally responsible manner.

B. Village has elected to have a Fiscal Officer and to have her perform the duties of Fiscal Officer and other assigned duties.

C. Fiscal Officer has sought employment with Village and has agreed to accept employment when this agreement is confirmed and accepted by Council.

THEREFORE, the parties agree as follows:

1. **Employment.** Village shall employ Fiscal Officer who shall perform the statutory duties of Fiscal officer as well as duties of Council Clerk, Board of Public Affairs Clerk in the event such Board is ever recreated, Treasurer, and Tax Administrator. The Fiscal Officer shall provide and perform the following services and duties as needed; including but not limited to, the statutory duties of Fiscal Officer, usual and necessary duties as Clerk of Council and/or Clerk of the Board of Public Affairs, Treasurer, Tax Administrator, payroll, and such other related and unrelated services as may be assigned to the Fiscal Officer from time to time by the Mayor. Fiscal Officer agrees to be subject to the general supervision, advice, and direction of the Mayor, subject to confirmation and approval by a majority of Council and providing she shall maintain the independence in decision making necessary to maintain lawful fiscal management as is required by the State of Ohio. The Fiscal Officer's usual work week shall be 7:00 A.M. to 4:00 P.M., Monday Through Friday, with one hour off for lunch. She shall maintain usual office hours, attend all council meetings and special council meetings, committee meetings as requested, training sessions in office and out of office, maintain such continuing education as is necessary, and Board of Public Affairs meetings, the Public Records Retention

meetings, and any other meetings as requested. Fiscal Officer is expected to work forty hours per week and shall be entitled to take and will take compensatory time at the end of the work day for hours worked attending meetings and training. The compensatory time should be taken one hour per day at the end of the day. Fiscal Officer and the Mayor shall keep duplicate copies of Fiscal Officers time at meetings and training and compensatory time. As Fiscal Officer is a management employee and has independent judgment in matters she shall not be entitled to overtime pay. Fiscal Officer's performance shall be reviewed once yearly on or after the anniversary date of her hiring, July 7, 2014, by the Mayor and/or a committee of Council. Fiscal Officer shall report upon all matters requested within her employment area upon request of a majority of Council and shall prepare a monthly financial report for Council in a manner satisfactory to it. Fiscal Officer shall complete all reporting forms required to carry out her duties. Fiscal Officer states she has represented her experience truthfully in her resume. Fiscal Officer also states she knows of no reason she cannot fulfill the requirements of the employment.

2. **BEST EFFORTS OF EMPLOYEE.** Fiscal Officer agrees to perform faithfully, industriously, lawfully, and to the best of Fiscal Officer's experience, and talents, all the duties that may be required by the express or implied terms of this agreement, to the reasonable satisfaction of the Mayor and Council. Such duties shall be provided and performed at such place as the needs, business, or opportunities of the Village may require from time to time. Fiscal Officer agrees to become educated with the necessary aspects and obligations of her job and to continue to learn through such continuing education as is available at no cost or for which payment is provided for by Council. Attendance at all conferences shall be approved in advance by Council but Fiscal Officer shall cause Council to be advised of her educational needs.

3. **Compensation of Fiscal Officer.** Fiscal Officer's salary shall be Thirty Two Thousand Seven Hundred Forty and 00/100 Dollars (\$32,740.00) per annum payable in installments as provided for in the pay ordinance. Fiscal Officer is an "at will" employee and is subject to annual review as stated hereinbefore. No annual pay increases have been discussed or promised. Pay increases each year, if any, shall be in accord with the annual compensation ordinance. Vacation and sick leave is also in accord with Village ordinances. Fiscal Officer is not a classified or unclassified service employee.

4. **EXPENSE REIMBURSEMENT.** Village shall reimburse Fiscal Officer for "out-of-pocket" expenses incurred by Fiscal Officer in accordance with Village's ordinances which are subject to amendment.

5. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Fiscal Officer shall provide Council with all information, suggestions, and recommendations regarding Village's business that may be of benefit to Village.

6. **CONFIDENTIALITY.** Fiscal Officer recognizes that Village has and will have information regarding the following:

- Personal Information
- Tax Information

and other vital information items (collectively, "information") which are valuable, special and unique assets of Village. Fiscal Officer agrees that Fiscal Officer shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any information to any third party without the prior written consent of Council. Fiscal Officer will protect the information and treat it as strictly confidential. A violation by Fiscal Officer of this paragraph shall be a material violation of this Agreement and will justify termination for cause. Nothing herein implies that Fiscal Officer is not an "at will" employee.

7. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Fiscal Officer ever has disclosed (or has threatened to disclose) information in violation of this Agreement, Village shall be entitled to an injunction to restrain Fiscal Officer from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Village shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages or criminal charges.

8. **CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.** The confidentiality provision of this Agreement shall remain in full force and effect for a 10-year period after the termination of Fiscal Officer's employment. During such 10-year period, neither party shall make or permit the making of any public announcement or statement of any kind that Fiscal Officer was formerly employed by or connected with Village unless it is a letter of recommendation requested by Fiscal Officer or public record subject to a public records disclosure request.

9. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** Fiscal Officer shall not have the right to make any contracts or commitments for or on behalf of Village.

10. **TERM/TERMINATION.** Fiscal Officer's employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by Village upon oral or written notice, as per the Ohio Revised Code, and by Fiscal Officer upon two (2) weeks written notice. If Fiscal Officer is in violation of this Agreement, Village may terminate employment with compensation to Fiscal Officer only to the date of such termination. The compensation paid under this Agreement shall be Fiscal Officer's exclusive remedy. Fiscal Officer agrees to read all Ohio Revised Code sections dealing with Fiscal Officer. Written notice may be mailed regular mail to Fiscal Officer's last known address, and if to the Village, at its business office, each proof of mailing required.

11. **COMPLIANCE WITH RULES.** Fiscal Officer agrees to comply with all ordinances and resolutions.

12. **RETURN OF PROPERTY.** Upon termination of this Agreement, Fiscal Officer shall deliver to the Village all property, which is the Village's property or related to the Village's business (including but not limited to, keys, records, notes, data, memoranda, models, and equipment) that is in Fiscal Officer's possession or under Fiscal Officer's control. Fiscal Officer shall maintain a log sheet with all Village property identified, excluding written or recorded data.

13. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid with proof of mailing, addressed as follows:

Employer:

Village of West Lafayette
113 E. Railroad Street
West Lafayette, Ohio 43845

Employee:

Roberta M. Moore
52733 CR 425
Fresno, Ohio 43824

Either party may change such addresses from time to time by providing written notice in the manner set forth above.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in another agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties and approved by Council by resolution.

16. **SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

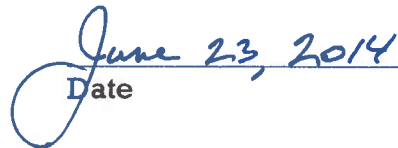
17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. **APPLICABLE LAW.** The laws of the State of Ohio shall govern this Agreement.

EMPLOYER:

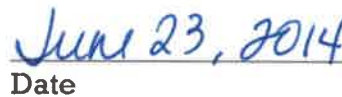
Village of West Lafayette, Ohio


Mayor, Jack L. Patterson


Date

AGREED TO AND ACCEPTED:


Employee, Roberta M. Moore


Date

APPROVED AS TO FORM AND PREPARED BY:

William M. Owens #0013032
Solicitor for the Village of
West Lafayette, Ohio
OWENS & MANNING
ATTORNEYS AT LAW
413 Main Street,
Coshocton, Ohio 43812
740-622-3911