

RESOLUTION NO. 16-009

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NEW EMPLOYMENT AGREEMENT WITH BETH PATRICK AS VILLAGE ADMINISTRATOR AND DECLARING AN EMERGENCY

WHEREAS, pursuant to R.C. 735.271, with Resolution No. 12-011, Council for the Village of Thornville approved and confirmed the Mayor's appointment of Beth Patrick to serve as Village Administrator; and

WHEREAS, following this appointment and confirmation, the Village of Thornville entered into several successive Employment Agreements that memorialized the terms and conditions of Beth Patrick's employment; and

WHEREAS, nothing in these Agreements were meant to, nor were they interpreted to, supersede Ohio statutory law governing the appointment, power, duties, term, and/or removal of the Village Administrator. These Agreements were meant to, and were interpreted to, supplement those statutes and the case law interpreting those statutes; and

WHEREAS, Council for the Village of Thornville believes Beth Patrick has performed exceptionally as Village Administrator. Her dedication to the Village and its residents is remarkable. Therefore, neither Council for the Village of Thornville nor the Mayor wants to initiate termination proceedings under R.C. 735.271. Instead, they want to execute a new Agreement; and

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Mayor, on behalf of the Village of Thornville, to execute an employment agreement, in substantially the same form as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Beth Patrick for the performance of the duties of Village Administrator of the Village of Thornville.

SECTION 2: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent part thereof.


SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal actions were in meeting open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that a new Employment Agreement must be executed immediately in order to maintain consistent services of the Village Administrator. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 19<sup>th</sup> day of December 2016.

  
Gavin Renner, Mayor  
Pro-Temp

ATTEST

  
Danielle Lovett, Clerk of Council  
Mary M. Renner

APPROVED:

Approved as to form this 20<sup>th</sup> day of October 2016:



\_\_\_\_\_  
Brian M. Zets, Esq.  
Village Solicitor

## EMPLOYMENT AGREEMENT

This Employment Agreement ("this Agreement") is made and entered into on the date last executed below ("Effective Date"), by and between the Village of Thornville, Ohio, Perry County, an Ohio municipal corporation ("Employer") and Beth Patrick ("Employee") an individual who has the necessary training and experience in local government management. Employer and Employee are collectively referred to as the "the Parties."

### RECITALS

WHEREAS, in December 1995, with Ordinance 95-19, Council for the Village of Thornville abolished the Board of Public Affairs and created the position of Village Administrator in accordance with R.C. 735.271; and

WHEREAS, with Ordinance No. 12-05, Council for the Village of Thornville amended Ordinance 95-19, thereby amending the job duties, hours of work, and pay for the position of Village Administrator; and

WHEREAS, pursuant to R.C. 735.271 with Resolution No. 12-011, Council for the Village of Thornville approved and confirmed the Mayor's appointment of Beth Patrick to serve as Village Administrator; and

WHEREAS, following this appointment and confirmation, the Parties entered into several successive Employment Agreements that memorialized the terms and conditions of Employee's employment; and

WHEREAS, nothing in these Agreements were meant to, nor were they interpreted to, supersede Ohio statutory law governing the appointment, power, duties, term, and/or removal of the Village Administrator. These Agreements were meant to, and were interpreted to, supplement those statutes and the case law interpreting those statutes; and

WHEREAS, Council for the Village of Thornville believes Beth Patrick has performed exceptionally as Village Administrator. Her dedication to the Village and its residents is remarkable. Therefore, neither Council for the Village of Thornville nor the Mayor wants to initiate termination proceedings under R.C. 735.271. Instead, they want to execute this new Agreement; and

WHEREAS, nothing in this Agreement is meant to, nor shall it be interpreted to, supersede Ohio statutory law governing the appointment, powers, duties, term, and/or removal of the Village Administrator. This Agreement is meant to, and shall be interpreted to, supplement those statutes and the case law interpreting those statutes.

**NOW THEREFORE**, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties' agreement exists, and upon the terms as conditions set forth below, the Parties hereby agree as follows:

**Section 1: Term**

As more fully described in Section 8, Employee shall serve at the pleasure of the Mayor and Council for the Village of Thornville. Unless terminated in accordance with Section 8, this Agreement shall be reviewed in two (2) years, on or about the anniversary of the Effective Date.

As the establishment of the position of Village Administrator and the at-will nature of this position is governed by Ohio statute (R.C. 735.271), nothing in this Agreement is intended to create, nor shall it be interpreted as creating, a vested right in Employee's employment. This Agreement serves only to outline the duties, compensation, responsibilities, benefits, etc. of this at-will employment relationship.

**Section 2: Duties and Authority**

Employer hereby agrees to employ Employee as Village Administrator. The Village Administrator is an administrative employee whose duties shall consist of those set forth in R.C. 735.273, and also shall include, pursuant to R.C. 735.273, the additional duties set forth in the job description attached hereto as Exhibit A and incorporated herein by reference.

**Section 3: Compensation**

Subject to the following paragraph in this Section, Employer agrees to pay Employee an annual salary of \$40,314.20 payable in equal bi-weekly installments. Employer shall deduct all applicable federal, state, and local taxes as well as all other mandatory and legal withholdings.

One year after the Effective Date, Employer will evaluate Employee's job performance. Following the completion of this evaluation, Council for the Village of Thornville, at its sole discretion, will determine whether Employee's compensation should be adjusted.

**Section 4: Life Insurance Benefits**

Employee is entitled to life insurance benefits at an amount equal to her annual salary. The terms of Employer's insurance policy shall govern these death benefits.

**Section 5: Retirement**

Employee shall be responsible for paying her portion of the Ohio Public Employee Retirement System (OPERS) and making all the appropriate contributions on the Employee's behalf per all applicable Ohio Revised Code sections. Employer shall be responsible for paying its portion of the OPERS contribution for the duration of the Term or Extended Term of this Agreement.

**Section 6: General Business Expenses**

Employer shall provide Employee a computer, software, internet access, and fax/modem in her office at Village Hall, all of which are required for Employee to perform the job and maintain communications. Any incidental, non-employment related use of these items must be done in accordance with Employer's policies regarding the same.

**Section 7: Other Benefits**

Unless otherwise noted in Sections 8 and 9 below, the following applies:

- A. Holidays. Employee shall receive all paid holidays to which other full-time Village of Thornville employees receive.
- B. Bereavement Leave. Employee shall receive the same bereavement leave as other full-time Village of Thornville employees receive.
- C. Vacation Leave. Employee shall earn and receive all vacation leave of which other full-time Village of Thornville employees receive.
- D. Sick Leave. Employee shall earn sick leave pursuant to R.C. 124.38. All earned, unused sick leave will carry forward and can be used by Employee, year-to-year.
- E. Professional Dues/Conferences/Seminars. Employer shall pay Employee's Ohio City Management Association membership dues. When approved by Council for the Village of Thornville, Employer shall pay Employee's expenses for attending conferences, seminars, and other events that relate to her job.

**Section 8: Termination**

Pursuant to R.C. 735.271, Employee shall serve at the pleasure of the Mayor and Council for the Village of Thornville. As such, Employee may be removed with cause at any time by the Mayor and the vote of the majority of the members elected to Council for the Village of Thornville.

Employee may be removed without cause by the Mayor with the consent of a majority of the members elected to Council for the Village of Thornville; or

Employee may be removed without cause by the affirmative vote of three-fourths of the members elected to Council for the Village of Thornville, without consent of the Mayor.

**Section 9: Resignation, Termination, or Expiration of Agreement**

In the event Employee resigns for any reason, or Employer terminates Employee in accordance with Section 8, Employee shall:

- A. Not be entitled to any severance pay;
- B. Not be entitled to earn or be compensated for, any Village benefits after the effective date of her resignation, the end date of this Agreement, or her termination; and
- C. Not be paid for any earned, but unused, vacation leave or sick leave.

**Section 10: Hours of Work**

Employer recognizes the performance of duties expected of this position may require irregular work hours and/or flexibility in the work schedule. Employee shall, as necessary, devote time outside normal working hours to the Village's business, and Employee understands the work will be performed as required by Council. Unless overtime pay or compensatory time is approved in advance, Employee shall work no more than forty (40) hours per week. Employee shall use her best efforts to complete all work within the weekly cap on hours worked.

Employee shall turn in weekly time sheets or time cards that adequately reflect all time worked and sufficiently describe the tasks performed. All overtime must be pre-approved, in writing, by the Mayor.

**Section 11: Outside Activities**

The employment provided for by this Agreement shall be Employee's main source of employment. Employee is permitted to seek additional business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement.

Before Employee secures additional employment, Employer must provide written consent, which consent will not be unreasonably withheld.

**Section 12: Indemnification**

Only through its insurance provider and in accordance with the terms and conditions set forth in the Village's insurance policy, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising of any alleged act or omission in the lawful performance of her duties as Village Administrator.

**Section 13: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

**Section 14: Other Terms and Conditions of Employment**

- A. Employer, only upon written 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 Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, any Thornville Ordinance, or any other law.
- B. Background Evaluation. Employee acknowledges Employer has the right to perform a complete background evaluation/check of Employee's criminal and personnel history.

**Section 15: Non- Disclosure and Confidential Information**

Employee agrees that she will not, at any time, use of her own benefit, either directly or indirectly, or disclose or communicate in any manner to any individual, corporation or other entity any confidential information acquired by her during her employment regarding any actual or intended business activity, service, plan or strategy of Employer.

**Section 16: General Provision**

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussion or representations by or between the Parties are rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the term of this Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event 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 the Parties subsequent to the expungement or judicial modification of the invalid provision.

D. Waiver of Breach. Employer's waiver or non-enforcement of any term or condition contained in this Agreement shall not constitute and operate as a waiver of any subsequent breach.

E. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio.

Employer:

Employee:

\_\_\_\_\_  
The Village of Thornville  
By Gavin A. Renner, Mayor

\_\_\_\_\_  
Beth Patrick

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:



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Brian M. Zets, Esq.  
Village Solicitor



### **CERTIFICATION OF AVAILABLE FUNDS**

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code 5705.01 to 5705.47.

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Melissa Tremblay  
Fiscal Officer