

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1238

**A RESOLUTION APPOINTING NATALIE K.R. NEWBERRY
AS FISCAL OFFICER AND AUTHORIZING THE MAYOR TO ENTER
INTO AN EMPLOYMENT CONTRACT**

WHEREAS, Section 6.01 of the Village Charter requires the Mayor to appoint a Fiscal Officer with the advice and consent of a two-thirds vote of the Council of the Village of Georgetown ("Council"); and

WHEREAS, Section 6.05 of the Village Charter requires the Fiscal Officer serve in the position pursuant to an employment contract.

BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a two-thirds majority of all members thereof concurring as follows:

SECTION 1: Natalie K.R. Newberry shall be appointed to serve as Fiscal Officer.

SECTION 2: The Mayor is authorized and directed to enter into an employment contract with Natalie K.R. Newberry to serve as Fiscal Officer. A copy of the employment contract is attached as Exhibit A and incorporated herein by reference.

SECTION 3: That the Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 4: This resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 14th day of January, 2021.



Dale E. Cahall, Mayor

ATTEST:



Natalie K.R. Newberry, Fiscal Officer

**EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
GEORGETOWN AND NATALIE K.R. NEWBERRY**

This Employment Agreement is made by and between the Village of Georgetown, Brown County, Ohio (“Village”) and Natalie K.R. Newberry (“Newberry”) (the “Agreement”):

WITNESSETH

WHEREAS, the Village in a charter municipal corporation of the State of Ohio situated in Brown County; and

WHEREAS, Section 6.01 of the Charter of the Village creates the position of Fiscal Officer who shall be selected by the Mayor and appointed by a two-thirds approval vote of Village Council.

WHEREAS, Section 6.05 of the Charter of the Village requires that the Fiscal Officer shall serve pursuant to an employment contract and be subject to the approval of two-thirds of the members of Village Council.

WHEREAS, the Village desires to employ the services of Newberry to serve as Fiscal Officer and provide certain benefits and establish certain conditions and expectations of employment.

NOW THEREFORE, in consideration of the foregoing, the parties hereto do agree as follows:

1. **Term.** Newberry shall serve as the Fiscal Officer for the Village of Georgetown beginning on the date of this Agreement and until such time as the Village determines her services are no longer needed, or she notifies the Village of her intention to no longer serve in this position. Any notice of termination shall be provided in writing to the other party with thirty (30) days advance notice and be subject to the provisions of Section 6.05 of the Village Charter. Upon execution of this Agreement, Newberry shall

not be considered a new employee and will receive credit for her previous years of service to the Village for all employment purposes.

2. **Duties of the Fiscal Officer.** Newberry shall fulfill all duties of the Fiscal Officer contained in Section 6.03 of the Village Charter and to perform other legally permissible and proper duties and functions the Mayor, Village Administrator, or Village Council shall from time to time assign.
3. **Salary.** The Village agrees to pay Newberry for her services an annual base salary of Sixty Thousand Nine Hundred Dollars and no/100 (\$60,900) effective the date of this Agreement payable in installments at the same time as other employees of the Village are paid. Newberry shall receive any cost of living adjustments granted in the same amount awarded to other employees of the Village. Village Council may adjust Newberry's base salary and/or other benefits in such amounts and to such extent as Village Council may determine is desirable on the basis of an annual review or as otherwise provided by the Village Charter.
4. **Vacation, Sick Leave and Insurance.** Newberry shall accrue, and have credited to her personal account, sick leave and vacation and be offered medical, life, disability and other insurance in the same manner as other employees of the Village. Newberry shall be able to cash out any unused time, sick leave and vacation in the same manner as other employees of the Village.
5. **Retirement and Deferred Compensation.** The retirement plan provided for Newberry will continue to be that of the Ohio Public Employees Retirement System (O.P.E.R.S.) on the same terms she received prior to the execution of this Agreement. Newberry may, at her option, designate a portion of her annual salary to be paid to a deferred compensation plan.

6. **Development, Dues and Subscriptions.** The Village agrees to budget and to pay the professional dues and subscriptions of Newberry necessary for her continuance and full participation in Regional, State and Local associations and organizations determined to be necessary and desirable for her continuing professional education, participation, growth and advancement, and for the good of the Village, including required continuing education courses, the Ohio Municipal Clerk's Association and the payment of any fees associated with her notary renewal. The Village will also pay for and reimburse Newberry for any reasonable travel and lodging expenses associated with any conferences she attends in furtherance of her position with the Village.
7. **Indemnification.** As required under Ohio Revised Code 2744.07, the Village shall provide for the defense of Newberry, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of Newberry in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while Newberry was acting in good faith and not manifestly outside the scope of her employment or official responsibilities. The duty to provide for the defense of Newberry specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of the Village. The Village shall indemnify and hold harmless Newberry in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against Newberry in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission Newberry was acting in good faith and within the scope of her employment or official responsibilities.
8. **General Provisions.**


- a. This text shall constitute the entire agreement between the parties and supersedes any previous agreement enter into by the Village and Newberry;
- b. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executions of Newberry;
- c. This Agreement shall become effective commencing on the date signed below and continuing until terminated by either party as provided for herein;
- d. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Georgetown has caused this Agreement to be signed and executed by its Mayor and Newberry has signed and executed this Agreement, in duplicate, the day and year first above written.

THE VILLAGE OF GEORGETOWN

By: 
Dale E. Cahall, Mayor

Date: Jan. 14, 2021


Natalie K.R. Newberry

Date: January 14, 2021

APPROVED AS TO FORM:


Joseph Braun, Village Solicitor