

(Mayor Potter)

CITY OF KIRTLAND

RESOLUTION NUMBER 21-R-57

A RESOLUTION CONFIRMING THE APPOINTMENT OF MARY KOVALCHIK AS THE PART-TIME ASSISTANT FINANCE DIRECTOR FOR THE CITY OF KIRTLAND, PURSUANT TO CONTRACT AND TO THE EXTENT OF THIS CONTRACTUAL ARRANGEMENT ONLY, AND DECLARING AN EMERGENCY.

WHEREAS, Mary Kovalchik has served as the Finance Director for the City of Kirtland and Louis Slapnickner as the Assistant Finance Director pursuant to a duly authorized agreements; and

WHEREAS, Mary Kovalchik has exercised her right to terminate her services for the City of Kirtland in the capacity of Finance Director effective October 31, 2021; and

WHEREAS, Louis Slapnickner has been appointed the position of Finance Director for the City of Kirtland which vacates his role as Assistant Finance Director; and

WHEREAS, Mary Kovalchik has expressed a desire to serve as the City's Assistant Finance Director; and

WHEREAS, due to her vast knowledge and expertise in municipal finances, along with her admirable role serving as the City's Finance Director, the Mayor has appointed Mary Kovalchik to serve as the City's Assistant Finance Director; and

WHEREAS, City Council has determined that, for the public health, safety and welfare, the City needs to maintain, without interruption, the expert management and oversight of the Department of Finance and financial business of the city by a duly qualified Finance Department, to avoid an interruption therein, and that an Assistant Finance Director would be in the furtherance of this determination; and

WHEREAS, the Mayor and City Council agree that Mary Kovalchik should be appointed as Part Time Assistant Finance Director in accordance with the Agreement marked Exhibit "A" attached hereto and made a part hereof commencing and pursuant to the execution of the attached contract; and

WHEREAS, Mary Kovalchik agrees to the terms of the aforesaid Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION I: This Council hereby confirms the Mayor's appointment of, and authorizes the Mayor to enter into an agreement with, Mary Kovalchik, to serve in the capacity and position of Part-

time Assistant Finance Director for the City of Kirtland, pursuant to the terms of the Agreement attached hereto, marked Exhibit "A" and made a part hereof.

SECTION II: Mary Kovalchik shall be paid at the rate of Fifty Dollars (\$50.00) per hour, not to exceed twenty (20) hours per month, payable monthly, for the term of the agreement.

SECTION III: The Director of Finance is authorized and instructed to issue such vouchers and expend all funds necessary to pay said wages and salary.

SECTION IV:

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

(b) This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide for the immediate appointment of a Part-time Assistant Finance Director for the Department of Finance, and it is further necessary to provide for the usual and customary operations of the City; wherefor, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2021.

ATTEST:

Approved by the Mayor, this _____ day
of _____, 2021.

Clerk of Council
Appt. of Kovalchik as Assistant Finance Director

Mayor Kevin F. Potter

ASSISTANT FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This Assistant Finance Director Employment Agreement (“Agreement”) is entered into and made effective the 1st day of November, 2021, by and between the City of Kirtland, Ohio, a municipal corporation (“City”) and Mary Kovalchik, an individual (“Assistant Finance Director”).

RECITALS

WHEREAS, the City desires to employ Mary Kovalchik, on a part-time basis, to serve in the position of Assistant Finance Director for the City, to advise the Finance Director whose position is prescribed by Article II of the City’s Charter and Chapter 236 and referred to in other relevant sections of the Kirtland Code of Ordinances;

WHEREAS, the Assistant Finance Director desires to perform and assume responsibility for the provisions of professional services, consistent with the aforesaid Charter, Code and terms of this agreement to the City, its Mayor and City Council or officials;

WHEREAS, the parties wish to establish the terms and conditions of the Assistant Finance Director’s services to the City, under the aforesaid Charter and Code and through the terms of this Agreement;

WHEREAS, the undersigned Assistant Finance Director has represented to the city that the undersigned possesses the qualifications to perform the duties and functions of the Assistant Finance Director and the city has relied upon said representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Finance Director, hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT AND DUTIES

1.1 Duties. City hereby employs Mary Kovalchik, as Assistant Finance Director, on a part-time basis, for the City to advise the Finance Director in the performance of the responsibilities and duties of the Finance Director. The Assistant Finance Director shall perform

these functions and duties in an efficient, competent, and ethical manner and shall devote the Assistant Finance Director's best efforts and attention thereto.

1.2 The services, functions, and duties of the Assistant Finance Director shall include but are not limited to the following:

1.2.1 General accounting activities and preparation of monthly financial statements.

1.2.2 Maintaining a general accounting system for the City.

1.2.3 Keeping accounts for and exercise budgetary control over the funds.

1.2.4 Keeping separate appropriate accounts, each of which shall show the amount of appropriation, the encumbrances thereon, the amounts expended therefrom, and the unencumbered balance therein.

2.0 TERM

2.1 Commencement and Effective Date. The Assistant Finance Director shall commence services hereunder on the effective date of this agreement as written on Page 1, or such other date upon which the Mayor and Assistant Finance Director may, with the consent of City Council, mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

2.2 Term of Agreement. This Agreement shall be in effect and shall terminate on March 31, 2022 unless terminated early pursuant to Section 2.3 of this Agreement. This Agreement will be extended on a month-to-month basis after the expiration of the original term upon the same terms and conditions as contained in this Agreement provided, however, that the parties may terminate the month-to-month extensions by giving the other party 30 days of written notice of termination.

2.3 Termination by City or Assistant Finance Director. It is understood that the Assistant Finance Director is an "employee at will" and the City, pursuant to Article II of the Charter may terminate this agreement at any time with or without cause and without entitlement to severance pay. Likewise, the Assistant Finance Director may terminate services and this Agreement upon giving 30 days written notice to the City pursuant to Section 6.3 of this Agreement.

3.0 COMPENSATION

3.1 The Assistant Finance Director shall be paid at the rate of Fifty Dollars (\$50.00) per hour, not to exceed twenty (20) hours per month, payable monthly, for the period commencing November 1, 2021 and shall continue until the termination of this Agreement.

4.0 BENEFITS

4.1 PERS. The Assistant Finance Director shall be enrolled in the Ohio Public Employee's Retirement System ("PERS") and the City shall pay the full employer contribution and the portion, if any, of the Assistant Finance Director's contribution required by the PERS.

4.2 The Assistant Finance Director will not receive any health benefits as an employee of the City of Kirtland.

5.0 BONDS

5.1 City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of the Assistant Finance Director's services under this Agreement.

6.0 GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the Assistant Finance Director's employment by the City and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

6.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council's approval.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor, City of Kirtland
9301 Chillicothe Rd.
Kirtland, OH 44094

To Assistant Finance Director:

Mary Kovalchik
7780 Hunting Lake Drive
Concord Twp., OH 44077

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

6.4 Conflicts Prohibited. During the term of this Agreement, the Assistant Finance Director shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Assistant

Finance Director's duties under this Agreement. The Assistant Finance Director shall comply with all requirements of law concerning conflicts of interest.

6.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, which are in full force and effect as of the date of execution and delivery of each party hereto.

IN WITNESS WHEREOF, the City of Kirtland has caused this Agreement to be signed and executed on its behalf by the Mayor and Assistant Finance Director on the date herein above set forth.

City of Kirtland, Ohio

By:

Kevin F. Potter, Mayor

Assistant Finance Director

Mary Kovalchik