

TOWN OF WEST SENECA



SHEILA M. MEEGAN
TOWN SUPERVISOR

To: Fellow Town Board Members

From: Sheila M. Meegan, Town Supervisor

Date: September 13, 2017

Re: **Appointment of Megan Wnek to the position of Director of Finance**

Kindly appoint Megan Wnek as the Director of Finance for the Town at an annual salary of \$70,000 and authorize the Supervisor to execute the attached professional services Agreement

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of September 2017, by and between the Town of West Seneca, New York, (hereinafter referred to as "Town"), and Megan Wnek, (hereinafter referred to as "Director of Finance").

WITNESSETH:

WHEREAS, it is the duty of all Town officials to develop policies and systems which afford the most efficient use of taxpayer funds; and

WHEREAS, the Town has been actively improving its Finance Department by way of enhanced information technology and enhanced financial controls; and

WHEREAS, the Town understands that discipline to the Town's financial policies results in the most efficient use of taxpayers' funds; and

WHEREAS, pursuant to Town Law §52(1) the Supervisor may appoint a Director of Finance who shall assist the Supervisor in the preparation of the preliminary budget and the capital budget, if any, and in the administration of other fiscal operations of the Town for which the Supervisor is responsible; and

WHEREAS, the Town wishes to engage the services of a Director of Finance to centralize the oversight of the Town's financial controls and policies; and

WHEREAS, the Director of Finance is highly qualified, and has agreed to perform such services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment.

The Director of Finance agrees that she will at all times faithfully, industriously, and to the best of her skill, ability, experience and talents, perform all of the duties required of this position. In carrying out these duties and responsibilities, the Director of Finance shall comply with all Town policies, procedures, rules and regulations, both written and oral, as are announced by the Town from time to time. It is also understood and agreed to by the Director of Finance that her assignment, duties and responsibilities and reporting arrangements may be changed by the Town in its sole discretion without altering, changing or amending the terms of this agreement.

2. Duties

The Director of Finance is required to perform the following duties and undertake the responsibilities set forth in the hereto attached "Schedule A" in a professional manner

Other duties as may arise from time to time and as may be assigned, either written or orally, to the Director of Finance.

3. Compensation.

(a) As full compensation for all services provided the Director of Finance shall be paid at the annual salary of seventy-thousand (\$70,000.00). Such payments shall be subject to such normal statutory deductions by the Town.

(b) The salary mentioned in paragraph (3)(a) shall be subject to review on an annual basis. (c) The Town shall also authorize reimbursement to the Director of Finance for continuing professional education, in an amount not to exceed three-thousand (\$3,000.00) dollars.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

4. Benefits & Accruals.

The Director of Finance shall be extended benefits available to other Town Department Heads as is provided in the Town's Organizational or Reorganizational meeting and in accordance with the CSEA White Collar Contract. In lieu of those benefits conferred in Article 7.2 of the CSEA White Collar Contract, the Director of Finance shall receive three (3) weeks paid vacation annually. Benefits and accruals may be revised annually upon the mutual agreement of both parties.

5. Work Hours and Term.

(a) The Director of Finance shall perform all her duties pursuant to the work schedule set forth by the Supervisor.

(b) The Director of Finance shall commence services on October 23, 2017, and pursuant to the NYS Town Law §52(1) the Director of Finance shall serve at the pleasure of the Supervisor.

(c) To terminate this agreement and any obligations hereunder, either party must provide the other with one hundred eighty (180) days written notice.

6. Indemnification and Coverage Under Employer's Bond.

(a) The Town shall indemnify the Director of Finance for any and all acts within its official course of conduct solely to the extent that public officers are indemnified pursuant to the appropriate provisions of New York State Town Law and New York State Public Officers Law.

(b) The Town shall execute a Public Employee's Blanket Bond issued by Fidelity Deposit Company covering the Director of Finance for the term of this Agreement.

7. Laws.

This agreement shall be governed by the laws of the State of New York.

8. Independent Legal Advice.

The Director of Finance acknowledges that the Town has provided the Director of Finance with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a) The Director of Finance has had such independent legal advice prior to executing this agreement, or;

(b) The Director of Finance has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

9. Entire Agreement.

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Director of Finance by the Town and shall be amended or modified only by written instrument signed by both of the parties hereto.

10. Severability.

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

TOWN

Date: _____

DIRECTOR OF FINANCE

Date: _____

SCHEDULE A

Responsible for the overall coordination and administration of the Town's financial systems,
which includes responsibilities in the Budgeting Internal and External auditing control,
Investment and Debt Portfolio and management of cash flow;
Assists department heads in the discharge of their fiscal responsibilities;
Serves on various committees and positions as designated by Town Supervisor and/or Town
Board Members;
Supplies Supervisor and Town Board Members with various types of data and the general
coordination of data to assist them in making Board decisions;
Acts as liaison from and to the Supervisor on various projects and committees.
