

RESOLUTION 2021-17
BY
MAYOR RAYMOND ARRIOLA

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT WITH SHARED RESOURCE CENTER (SRC), 6450 POE AVENUE, SUITE 110, DAYTON, OHIO 45414 FOR FINANCIAL SERVICES PERFORMED IN PUBLIC FINANCE.

WHEREAS, The Village of New Lebanon needs qualified public financial services; and

WHEREAS, the Shared Resource Center (SRC) has qualified personnel available to perform financial services typically performed in public finance in the State of Ohio; and

NOW, THEREFORE, Be it Resolved by the Council of the Municipality of New Lebanon, Ohio:

SECTION 1. That the Municipal Manager is hereby authorized to enter into an agreement with Shared Resource Center (SRC), 6450 Poe Avenue, Suite 110, Dayton, Ohio 45414, for the services of Chief financial Officer.

SECTION 2. The effective date of this Resolution shall be from and after the earliest period allowed by law.

Passed this 16TH day of November, 2021.

Approved:


Raymond Arriola
Mayor

Attest:


Sandra F. Wright
Clerk of Council

Effective Date: November 16, 2021

CERTIFICATION

I, Sandra F. Wright, Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify the foregoing is a true and correct copy of Resolution 2021-17 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.



Sandra F. Wright
Clerk of Council



AGREEMENT TO PROVIDE SERVICES

SHARED RESOURCE CENTER

and

VILLAGE OF NEW LEBANON

Financial Analyst Services

This Agreement is entered into by and between the **VILLAGE OF NEW LEBANON** (hereinafter "**Village**"), and the **GOVERNING BOARD OF THE SHARED RESOURCE CENTER**, a regional council of governments established pursuant to Ohio Revised Code Chapter 167 (hereinafter "**SRC**"). Collectively, the parties will be referred to as "the Parties".

WITNESSETH:

WHEREAS the SRC provides shared services to member and non-member entities; and

WHEREAS the SRC has qualified personnel available to perform financial services as are typically performed in public finance in the State of Ohio; and

WHEREAS the Village has a need for such financial services; and

WHEREAS the SRC and the Village each represent and warrant to the other party that they possess all necessary rights, power and authority to enter into this Agreement and to fully perform each and all of their respective obligations hereunder.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Terms of Agreement

The SRC will provide the Village with financial analyst services as required and directed by the Village Manager. Such services will be provided by appropriately trained personnel who are qualified to perform reconciling, reporting, and analyst services in public finance. Said services will be performed, as needed and as available, from November 8, 2021, through December 31, 2022.

Services under this Agreement will be provided on-site and off-site as required by the Village Manager but are agreed to typically fall between regular business hours (8:00 a.m. – 4:30 p.m.).

2. Compensation

- A. The Village shall pay the SRC at the following rate(s) for the services of SRC employee(s) as set forth in paragraph 1 above, during the term of this Agreement, on an as-needed and as available basis:

\$70.00 per hour for services from November 8, 2021, through December 31, 2022

The hourly amount may not be decreased during the life of this Agreement.

- B. The Village will pay for mileage and travel costs consistent with the Village's policy and with pre-authorization if the Village requires representation off site or inner-city travel.

Payment will be made monthly with proper invoicing submitted.

3. Benefits

The SRC personnel who provide services under this Agreement were and continue for all purposes to be exclusively employed by SRC. SRC will be the employer of said personnel and will be solely responsible for their compensation and benefits, including but not limited to retirement contributions, payroll taxes, unemployment costs, and worker's compensation coverage.

4. Professional Liability Insurance and Indemnification

The Village will provide liability insurance coverage protecting SRC employees performing work under this Agreement from liability for claims, suits, actions, and legal proceedings brought against them in their official capacity as agents of the Village and while acting within the scope and course of said agency and appointment. **This paragraph shall not be construed to require the purchase of additional insurance if a general liability policy is already in effect.**

The SRC shall provide professional liability insurance coverage protecting the Village from errors and omissions of personnel funded through this Agreement. All responsibility for banking and processing fees, processes, and payment of city employees remain the responsibility of the Village

Each party agrees to be responsible for any negligent act(s) or negligent omission(s) by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent act(s) or negligent omission(s), and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

5. Effective Dates

A. Term

The effective term of this agreement shall be November 8, 2021, through December 31, 2022. Either party may terminate this Agreement at any time with payment in full and written notice ninety (90) business days prior to date of termination.

B. Automatic Extension

This Agreement can automatically renew on a month-to-month basis with notification by the Village manager, in writing.

6. Agreement Modifications

The Village and the SRC shall fulfill all aspects of this Agreement. Any exceptions or modifications of this Agreement shall be made in writing and signed by the Village and the SRC.

7. Termination of Agreement

This Agreement may be terminated by:

- A. Mutual Agreement of the parties
- B. Upon the giving of ninety (90) days written notice by the SRC to the Village or by the Village to the SRC, in which event this Agreement and all obligations hereunder shall cease at the expiration of ninety (90) days following delivery of such notice.

8. Conflicts with Law

This Agreement shall be subject to and construed in accordance with the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect.

9. Complete Understanding

SRC and the Village each represent and warrant to the other party that they possess all necessary rights, power, and authority to enter into this Agreement and to fully perform each and all of their respective obligations hereunder.

This Agreement expresses and contains the entire agreement between the parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may be modified by a written instrument signed by both parties.

GOVERNING BOARD OF THE SHARED RESOURCE CENTER

By: 
Tiffany Hiser (Nov 19, 2021 10:14 EST)
Executive Director

Date: Nov 19, 2021

VILLAGE OF NEW LEBANON ADMINISTRATION


By: Glenna A. Madden (Nov 18, 2021 18:52 EST)
Village Manager

Date: Nov 18, 2021