

RESOLUTION NO. 35-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCIL MEMBER John Palcher ON
THE 15th DAY OF March, 2021.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
FOR DEPARTMENT OF FINANCE SERVICES WITH SHARED
RESOURCE CENTER.**

WHEREAS, the City of Centerville has a need for assistance in its Department of Finance due to the opening in the Assistant Director position; and

WHEREAS, the City desires to seek assistance in all assistant Director of Finance functions on an interim basis; and

WHEREAS, Shared Resource Center has unique knowledge and experience in the area of finance for municipal governments and has demonstrated an ability to assist in accomplishing the objectives of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to enter into a Professional Services Agreement with Shared Resource Center; and the City Manager is hereby authorized to execute the Professional Services Agreement with Shared Resource Center in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15th day of March, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 35-21, passed by the Council of the City of Centerville, Ohio on the 15th day of March, 2021.


Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



AGREEMENT TO PROVIDE SERVICES

SHARED RESOURCE CENTER

and

CITY OF CENTERVILLE

Financial Analyst Services

This Agreement is entered into by and between the **CITY OF CENTERVILLE** (hereinafter "**Centerville**"), and the **GOVERNING BOARD OF THE SHARED RESOURCES 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, SRC has qualified personnel available to perform financial services as are typically performed in public finance in the State of Ohio; and

WHEREAS, the City of Centerville has a need for such financial services; and

WHEREAS, SRC and the Centerville 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

SRC will provide Centerville with financial analyst services as required and directed by the Centerville Finance Director. 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 from _____, 2021 through _____, 2021.

Services under this Agreement will be provided on-site and off-site as required by the Centerville Finance Director, but are agreed to typically fall between regular business hours (____ a.m. - ____ p.m.).

2. Compensation

- A. Centerville 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:

\$65 per hour for services from _____, 2021 through _____, 2021.

- B. Centerville will pay for mileage and travel costs consistent with Centerville policy and with pre-authorization if Centerville requires representation off site or inner-city travel.

Payment will be made monthly. Proper invoicing will be submitted.

3. Professional Liability Insurance and Indemnification

Centerville 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 Centerville 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.**

SRC shall provide professional liability insurance coverage protecting Centerville 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 Centerville.

4. 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.

5. 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.

6. Effective Dates

A. Term

The effective term of this Agreement shall be _____, 2021 through _____, 2021. Either party may terminate this Agreement at any time with payment in full and written notice ten (10) business days prior to date of termination.

7. Complete Understanding

SRC and Centerville 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**

**CITY OF CENTERVILLE
ADMINISTRATION**

By: _____
Executive Director

By: _____
Finance Director or Manager

Date: _____

Date: _____