

RESOLUTION NO. 2017-21-F

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO
THE ATTACHED SHARED SERVICE AGREEMENT WITH THE
VILLAGE OF GOLF MANOR FOR FINANCIAL SERVICES**

WHEREAS, the Council of the Village of Greenhills desires to share the services of its Finance Director with the Village of Golf Manor; and

WHEREAS, the Council of the Village of Golf Manor desires to utilize said shared services; and

WHEREAS, both Greenhills and Golf Manor believe this shared service arrangement will benefit both Villages economically; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Greenhills, Ohio:

SECTION 1.

That the Municipal Manager is hereby authorized to enter into the agreement substantially in the form as that which is attached as Exhibit A.

SECTION 2.

That the Finance Director is hereby directed to deposit the proceeds of this agreement into the General Fund of the Village.

SECTION 3.

That this Resolution shall take effect and be in force from and after the earliest date allowed by law.

Passed this 27th day of June, 2017.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL/s/

RESOLUTION NO. 2017-21-F – EXHIBIT “A”

SHARED SERVICE AGREEMENT

VILLAGE OF GREENHILLS AND VILLAGE OF GOLF MANOR

THIS AGREEMENT was made and entered into by and between the VILLAGE OF GREENHILLS (“GREENHILLS”), and the VILLAGE OF GOLF MANOR (“GOLF MANOR”).

IT IS HEREBY AGREED between Greenhills and Golf Manor that:

1. Greenhills will furnish Golf Manor, for the term of this Agreement, with limited financial services (the “Services”) as follows:
 - Forecast, estimate, and monitor the financial condition of Golf Manor;
 - Monitor revenues and expenditures to assure sound fiscal controls are in place;
 - Prepare a variety of studies, reports and related information for decision-making purposes;
 - Establish internal control procedures and assures that state and national standard accounting procedures are maintained;
 - Assist in budget preparation;
 - Train finance staff as requested by Golf Manor.
2. Greenhills agrees to utilize its Finance Director, Matt Sanders (hereinafter “Finance Director”) to perform the Services outlined in this Agreement.
3. Finance Director shall remain the sole employee of Greenhills, and Greenhills shall be responsible for the administration and payment of all compensation and benefits and for the supervision of Finance Director. Finance Director shall work under the direction of Golf Manor while performing said Services. At all other times, Greenhills shall maintain responsibility for and control over the Finance Director.
4. Said Services shall include weekly work hours in Golf Manor by the Finance Director totaling approximately 16 hours per week. The parties agree to remain flexible and to consider holidays and quarterly tax periods when scheduling work hours. The parties also agree that access to the Finance Director, via the telephone or internet, shall not be restricted to the office hours during which the Finance Director is scheduled to be present at the respective municipalities for emergent matters. The time spent performing services via telephone or internet for one municipality while the Finance Director is physically present at the other municipality shall not be deducted from the hours of service performed for the respective municipalities, provided that the time spent performing such services via telephone or Internet was for emergent matters.

5. Golf Manor agrees to provide the Finance Director with all equipment and supplies needed for said Services to be provided to Golf Manor including, but not limited to, sufficient office space, a telephone, a computer with internet and email access, and office supplies as necessary. All records produced by the Finance Director regarding the Services and financial administration of Golf Manor shall be retained solely in the offices of Golf Manor.
6. Golf Manor further agrees to pay the cost for additional bonding, if applicable.
7. Finance Director shall not directly or indirectly discuss or disclose the business records of Greenhills with Golf Manor, its officers, officials, agents, employees, or any third party nor shall the Finance Director directly or indirectly discuss or disclose the business records of Golf Manor with Greenhills, its officers, officials, agents, employees, or any third party unless such disclosure is required by or inconsistent with the Ohio Public Records Act.
8. Each party recognizes and acknowledges that it may have access to certain confidential information of the other party including financial records and related data which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential Confidential Information of the other party; will implement a reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other parties Confidential Information; it will not use or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information.
9. Any complaints or citizen inquiries related to the Services provided to Golf Manor shall be handled by Golf Manor's procedures. However, Greenhills shall be informed of complaints in a timely manner.
10. This agreement shall be in full force and effect for a period of Eighteen (18) months, and renewable on an annual basis thereafter upon the written approval of both parties, subject to the parties negotiating and agreeing upon the cost for said Services during any additional term.
11. Golf Manor agrees to pay to Greenhills for said Services, the following amounts:
 - July 1, 2017 through December 31, 2017 = \$16,500, or \$2,750 per monthly installment
 - January 1, 2018 through December 31, 2018 = \$31,500 or \$2,625 per monthly installment

Greenhills will invoice Golf Manor at the beginning of each month with payment due by the end of said month.

12. Both parties further agree to the following:

a. This Agreement pertains only to staff needed to perform the specified Services and that the equipment, resources and data of each Village shall be kept separate and distinct.

b. The parties will meet after 3 months to evaluate and renegotiate, if necessary, and to meet for the same purpose every 6 months thereafter, recognizing that this is a unique shared service and there may be factors not anticipated by either party at the commencement of the term of this Agreement.

c. Either party shall give thirty (30) days written notice to the other party of any desire to renegotiate this Agreement.

d. In the event the Finance Director is unable to fulfil his role for whatever reason, this contract will be suspended with the option to terminate by either party.

e. Either party shall give sixty (60) days written notice to terminate this Agreement with or without cause. In the event this Agreement is terminated, both parties shall be released from all further obligations or liabilities under this Agreement.

13. If Finance Director is named as a party in any lawsuit, claim, demand or other proceeding filed as a result of the Services provided to Golf Manor under this Agreement, Golf Manor will provide the defense for the Finance Director in the lawsuit, claim, demand or other proceeding.

14. This Agreement was approved by the Village of Greenhills pursuant to Resolution No. 2017 - ___ - ___ on _____, and by the Village of Golf Manor pursuant to Resolution No. _____ on _____.

Village of Greenhills:

Village of Golf Manor:

Name: _____

Name: _____

Title: _____

Title: _____