



AGREEMENT TO PROVIDE SERVICES

SHARED RESOURCE CENTER

and

CITY OF FRANKLIN

Comprehensive Financial Plan

This Agreement is entered into by and between the **CITY OF FRANKLIN** (hereinafter "**Franklin**"), 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 entities in the State of Ohio; and

WHEREAS Franklin has a need for such financial services; and

WHEREAS the SRC and the Franklin 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 Franklin with consulting, planning and financial analyst services as requested and directed by the Franklin City Manager. Services will be provided by appropriately trained personnel who are qualified to perform such services in public finance. Services will be performed from **XXX**.

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

2. Compensation

A. Franklin 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:

Option 1:

1. Comprehensive Financial Plan \$ TBD

This is a one-time fee, payable upon receipt of a proper invoice.

2. Capital Plan \$ TBD

This is a one-time fee, payable upon receipt of a proper invoice.

3. Financial Consulting \$ TBD

4. Additional Support Services

Additional support services are available, on an as-needed basis, at the direction of the Franklin City Manager:

Data Entry \$ 55.00 / hour

AP / AR \$ 80.00 / hour

Consulting / Project Manager Services..... \$ 120.00 / hour

5. Ongoing Financial Plan Maintenance Alignment \$ TBD / year

Option 2:

1. Comprehensive Financial and Capital Plan \$ TBD

This is a one-time fee, for both plans to be completed jointly and is payable upon receipt of a proper invoice.

2. Financial Consulting \$ TBD

3. Additional Support Services

Additional support services are available, on an as-needed basis, at the direction of the Franklin City Manager:

Data Entry \$ 55.00 / hour

AP / AR \$ 80.00 / hour

Consulting / Project Manager Services..... \$ 120.00 / hour

4. Ongoing Financial Plan Maintenance Alignment \$ TBD / year

All payroll taxes, retirement contributions, benefits and unemployment costs will be the responsibility of the SRC.

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

Payment for services will be made monthly unless otherwise specified herein. Proper invoicing will be 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.
Professional Liability Insurance and Indemnification

4. Professional Liability Insurance and Indemnification

Franklin 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 Franklin 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 Franklin 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 Franklin

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. 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. Agreement Modifications

Franklin 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 Franklin and the SRC.

7. Effective Dates

A. Term

The effective term of this Agreement shall be **XXX**.

B. Extension

Upon written request of the City Manager, the services outlined in Section 2(A) above may continue on a month-to-month basis, at a five percent (5%) increase.

8. Termination of Agreement

This Agreement may be terminated by:

A. Mutual Agreement of the parties.

B. Upon the giving of thirty (30) days written notice by the SRC to Franklin or by Franklin to the SRC, with payment in full, in which event this Agreement and all obligations hereunder shall cease at the expiration of thirty (30) days following delivery of such notice.

9. Disclosure

The SRC works with Bradley Payne Advisors in providing capital planning and non-municipal advisor services. No part of this Agreement covers or implies coverage of any resulting municipal advisor services.

10. Complete Understanding

SRC and Franklin 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**

FRANKLIN CITY COUNCIL

By: _____
Executive Director

By: _____
City Manager

Date: _____

Date: _____