

RESOLUTION G2021-36

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AMENDED CONTRACT WITH FRAUNFELTER ACCOUNTING SERVICES TO PERFORM ACCOUNTING SERVICES NOT TO EXCEED \$4,200.00

WHEREAS, the Board of Trustees of Symmes Township, Hamilton County, Ohio has a need to review the 2019/2020 financial records for the purpose of submission of the end of the year report for 2020 and preparing documents for the 2019/2020 audit; and

WHEREAS, the new Fiscal Officer has requested the Board of Trustees to hire a company which would provide consulting services to Symmes Township for the purposes of reviewing and reconciling records and accounts from 2019 and 2020; and

WHEREAS, additional services have been needed for the review of 2019/2020 which also includes filing the 2020 Hinkle Report and notes and additional funds are needed; and

WHEREAS, the Township Administrator has evaluated this request and has recommended the Board enter into an amended agreement with Fraunfelter Accounting Services to provide finance/accounting services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Symmes Township, Hamilton County, Ohio takes the following action:

- Section 1.** That the Township Administrator is authorized to sign an amended agreement with Fraunfelter Accounting Services, and he will provide accounting services to Symmes Township.
- Section 2.** That Fraunfelter Accounting Services will review all financial records for 2019 and 2020 and help to close the books for 2020 and to aid the township in their submission of the 2020-year end report.
- Section 3.** The Fiscal Officer is hereby authorized to make payment to Fraunfelter Accounting Services at an amount not to exceed an additional \$4,200.00 (for a total of \$9,450.00) upon final approval from the Township Administrator.
- Section 4.** The funds for the accounting services shall be taken from the General Fund (#1000) and the appropriation for the General Fund shall be increased by \$4,200.00 for a total of \$59,450.00 for line item 1000-110-311-0000.
- Section 5.** The Board of Trustees of Symmes Township upon majority vote does hereby dispense

with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 6. Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22, except as otherwise permitted thereby.

Section 7. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED APRIL 6, 2021 - RESOLUTION G2021-36

Vote Record: Mr. Bryant ____ Ms. Leis ____ Mr. Beck ____

BOARD OF TRUSTEES:

Kenneth N. Bryant, President

Jodie L. Leis, Vice-President

Philip J. Beck, Trustee

ATTEST:

APPROVED AS TO FORM:

Joseph C. Grossi, Fiscal Officer

Jeff Forbes, Law Director

CONTRACT NO. 2021

THIS CONTRACT ("CONTRACT"), made as of February 2, 2021, in Symmes Township, Ohio, by and between Symmes Township ("TOWNSHIP") and Fraunfelter Accounting Services, ("Accountant").

WHEREAS, the TOWNSHIP is interested in assistance with certain finance and accounting functions set forth below.

WHEREAS, the Accountant has agreed to provide the required accounting services as detailed in the scope of services and has represented its ability and special expertise to perform such services; and

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth hereinafter, the sufficiency of which is hereby acknowledged, the TOWNSHIP and the Accountant do hereto agree as follows:

I. SCOPE OF SERVICES AND COMPENSATION:

A. SERVICES

Accountant does hereby agree for the consideration herein mentioned, to perform the required accounting and financial services to the TOWNSHIP, as expeditiously as is consistent with professional skill and care and the orderly progress of the work hereunder, which are as follows:

FINANCIAL ASSISTANCE

1. Review the TOWNSHIP's bank reconciliations from December 2018 through December 2020 to help identify reconciliation issues.
2. Provide adjustments to the TOWNSHIP cash reporting system to balance the cash reporting system to the various bank accounts. Most likely having the adjustment posted in the current year to bring the current month reconciliation into balance.
3. Assist the TOWNSHIP with bank reconciliations in calendar year 2021 as needed and requested by the TOWNSHIP.
4. Other accounting or financial functions as determined by the TOWNSHIP.

B. OFFICE LOCATION AND INFORMATION EXCHANGE

1. Accountant and TOWNSHIP agree that Accountant will work at the TOWNSHIP's office to complete most of the work as described in the scope of activities; although, at times additional work will be completed by the Accountant in the home office.
2. The TOWNSHIP will be responsible for providing electronic or hardcopies of requested information from the cash reporting system and bank statements.

C. COMPENSATION

The Accountant is required to submit to the TOWNSHIP a monthly time log detailing the specific services and work items performed and the related hours worked for the previous month, with Accountant's invoice for services performed as long as the invoice exceeds three hundred dollars (\$300); otherwise, the hours will carry over to the next month's invoice. This invoice shall be submitted within fifteen days of month end and the TOWNSHIP expects to process the invoice by the end of the following month as long as the invoice is receiving in a timely manner. Any questions the TOWNSHIP has regarding any invoice will be reviewed and resolved with Accountant prior to payment.

The TOWNSHIP will compensate the Accountant for the accounting functions at an hourly rate of **one hundred five dollars (\$105)** with no reimbursement for travel.

Based on the estimated hours, the total cost to the TOWNSHIP will not exceed **Five Thousand Two Hundred Fifty Dollars (\$5,250)**. The Accountant and TOWNSHIP understand the estimated hours do not include #4 under financial assistance which would be billed at the hourly rate of **one hundred five dollars per hour (\$105/hr.)**

II. CONFIDENTIALITY/DOCUMENTATION

Accountant agrees that all information, whether printed, electronic, written, or oral, in answer to special inquiry or voluntarily furnished by the TOWNSHIP, its agents or employees, or any other person, as it relates to the TOWNSHIP or its administration, operations and/or projects, shall be confidential. Accountant further agrees not to release or reveal any of this information to any third party without the express written consent of the TOWNSHIP and its attorneys.

In the event that Accountant is served with a notice of deposition with or without duces tecum, a subpoena, or other judicial or administrative order for the production of documents or information covered by this confidentiality agreement, Accountant shall immediately notify the TOWNSHIP or his attorneys of such request. The TOWNSHIP may take any steps it desires to keep such requested information confidential and Accountant will lend any reasonable assistance requested by the TOWNSHIP in connection with any steps taken by the Accountant or its attorneys to keep such requested information confidential.

Accountant agrees not to reproduce, copy, or permit reproduction, copying or use of any records or documents, nor shall he remove, or permit to be removed from the premises of the Liquidator any records or documents without the express written consent of the TOWNSHIP. All such documents will remain the property of the TOWNSHIP. Accountant agrees not to reproduce, copy, or permit reproduction, copying or use of any records or documents, nor shall he remove, or permit to be removed from the premises of the TOWNSHIP any records or documents without the express written consent of the TOWNSHIP.

III. TERMINATION

A. TERMINATION FOR CONVENIENCE

1. In addition to any other rights provided herein the TOWNSHIP shall have the right, at any time, for convenience and without cause, to terminate further performance of Work under the CONTRACT by delivery of written notice to the Accountant 20 days prior to such termination date as that notice shall designate. The Accountant shall comply with the terms of the notice, after the receipt of which, it shall reduce, minimize, or eliminate any activities for which it would seek compensation from the TOWNSHIP, except as directed by the TOWNSHIP to complete designated portions of the work under the CONTRACT.
2. On or before the designated termination date, Accountant shall turn over or preserve all documentation in accordance with the TOWNSHIP'S instructions. Within fifteen days of the designated termination date, the Accountant shall submit to the TOWNSHIP a final progress report, including a final invoice. The final invoice will contain a certificate that the invoiced amount is the final claim for all work and that payment by the TOWNSHIP will constitute a release of any and all claims by Accountant. Within ten days of its receipt, the TOWNSHIP shall review the final progress report and request any additional information which it requires.

V. EXTENT OF CONTRACT

A. This CONTRACT and the Exhibits attached hereto represent the entire integrated agreement between the TOWNSHIP and the Accountant and supersede all prior negotiations, representations, or agreements, either written or verbal.

B. This CONTRACT may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

C. The captions or headings in this CONTRACT are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

D. If there are any inconsistencies between the provisions of the CONTRACT documents and the provisions of the Accountant's proposal for the work under the CONTRACT, the provisions of the CONTRACT shall prevail.

V. NOTICES

A. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the organization for which the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate designated addresses:

If to the TOWNSHIP:
Kim Lapensee, Administrator
Symmes Township
9323 Union Cemetery Road
Symmes Township, OH 45140-9312

If to the Accountant:
Sean Fraunfelter, Principal
Fraunfelter Accounting Services
PO Box 687
Owensville, Ohio 45160

VI. SEVERABILITY

If any provision of this CONTRACT, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

VII. NO EMPLOYEE/EMPLOYER OR AGENCY RELATIONSHIP

The parties acknowledge and agree that this CONTRACT does not create an employee/employer or agency relationship and that no such relationship exists between the parties.

VIII. NO THIRD PARTY BENEFICIARY

The parties acknowledge and agree that this CONTRACT is not intended to, nor does it, create rights in any third parties to the CONTRACT.

IX. GOVERNING LAW

This CONTRACT and the performance of this CONTRACT shall be governed by the laws of the State of Ohio.

X. AMENDMENT

This CONTRACT may not be altered, waived, amended, or extended, and no change orders shall be made, except by an instrument in writing signed by the duly authorized officer or agent of the TOWNSHIP and duly authorized officer of the Accountant.

XI. INSURANCE

A. Accountant shall procure and maintain for the duration of the contract proper and sufficient insurance against claims for damages which may arise from or in connection with the performance of the work hereunder by the Accountant, its agents, representatives, employees, or subcontractors. Such insurance may include, but not be limited to commercial general liability insurance and professional liability (errors and omissions) insurance, under terms and coverage limits acceptable to the TOWNSHIP.

B. The policies are to contain or be endorsed to contain, the following provisions:

Additional Insured: Symmes Township, its officials, agents, and employees are to

be covered as Additional Insureds on the insurance policies with respect to liability arising out of work or operations performed by or on behalf of the Accountant.

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT on this 2nd Day of February 2021.

Symmest Township

By: _____

Title: _____

Accountant

By: _____

Title: _____