

RECORD OF ORDINANCES

Resolution No. 2023-99

Passed DECEMBER 20, 2023

SPONSOR: FINANCE COMMITTEE

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF SCOTT K. VARNEY AS CLERK-TREASURER OF THE VILLAGE, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VARNEY, FINK & ASSOCIATES, INC. TO PROVIDE ACCOUNTING SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 5.01 of the Village's Charter, the Clerk-Treasurer shall have a bachelor's degree or four years of experience in accounting and finance, shall be appointed by the Mayor and confirmed with the affirmative vote of at least five (5) members of this Council; and

WHEREAS, the Mayor has recommended the re-appointment of Scott K. Varney as Clerk-Treasurer for the Village for a one-year term commencing January 1, 2024, and continuing until December 31, 2024; and

WHEREAS, the Mayor has further proposed entering into an agreement with the firm of Varney, Fink & Associates, Inc. for the provision of accounting services for the aforementioned term, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to confirm the re-appointment of Scott K. Varney as Clerk-Treasurer for the Village and to authorize the Mayor to execute the aforementioned agreement for accounting services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: The re-appointment of Scott K. Varney as Clerk-Treasurer of the Village of Mogadore effective for a one-year term commencing January 1, 2024, and continuing until December 31, 2024.

SECTION 2: The Mayor is hereby authorized and directed to enter into an agreement with the firm of Varney, Fink & Associates, Inc., a copy of which is attached hereto as Exhibit A, to provide accounting services to the Village for the period of January 1, 2024, until December 31, 2024, in accordance with the fees, scope of services, and billing rate contained in the agreement.

SECTION 3: The Clerk-Treasurer shall be paid compensation as provided in the agreement attached hereto as Exhibit "A."

SECTION 4: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

SECTION 5: That it is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in a duly noticed virtual, open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public,

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in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately authorizing the re-appointment of the Clerk-Treasurer before the expiration of the current term, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Michael Raddish 12-20-23

President of Council

Date

Michael 12-21-23

Mayor

Date

Attest:

[Signature]
Clerk-Treasurer

VARNEY, FINK & ASSOCIATES, INC.
465 College Street
Wadsworth, Ohio 44281
330.336.1706 Fax 330.334.5118

ACCOUNTING SERVICES AGREEMENT

THIS ACCOUNTING SERVICES AGREEMENT (the "Agreement") is made and entered into this day 1st of January 2024, by and between Varney, Fink & Associates, Inc. of Wadsworth, OH, (the "Firm") and the Village of Mogadore (the "Village").

RECITALS

WHEREAS, the Village desires to obtain certain accounting services from the Firm;

A. AND WHEREAS the Village agrees to engage the Firm as an independent contractor to perform such Services and the Firm hereby agrees to provide such services to the Village.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES

The Firm hereby agrees to provide services to the Village (the "Services"), as specified in Attachment A.

The Firm shall conduct the Services in accordance with specifications set by the Village and the Firm shall at all times observe and comply with all federal and state laws or regulations applicable to this Agreement.

2. STANDARD OF PERFORMANCE

The Firm hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

3. NECESSARY INFORMATION & MATERIALS

The Village will be solely responsible to supply the Firm all information, materials, data, and documents necessary to perform the Services agreed under this Agreement. The Village acknowledges and agrees that the accuracy of financial information supplied to the Firm is the sole responsibility of the Village.

4. TERM

This Agreement is effective on the date written above and shall expire on December 31, 2024, unless mutually extended by both parties.

5. INDEPENDENT CONTRACTOR

The Firm shall provide the Services as an independent contractor and the Firm shall not act as an employee, agent, or broker of the Village. As an independent contractor, The Firm will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. The Firm understands that the Village will not withhold any amounts for payment of any taxes from the Firm's compensation.

6. PAYMENT

During the term of this Agreement, the Village shall pay the Firm for its services as follows:

- a. For services specified in Attachment A, Scope of Work, the Firm shall receive compensation of \$1,733.67 per week.
- b. The Firm shall receive compensation at our standard hourly rate for services not identified in Attachment A.

Principal	\$100.00 per hour
Senior	\$90.00 per hour
Staff	\$75.00 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

7. EXPENSES

The client agrees to reimburse any pre-approved out-of-pocket expenses incurred by the Firm in connection with the Services including, but not limited to, travel expenses, required continuing education, etc.

8. CONFIDENTIALITY

The Firm in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Village. Such "Confidential Information" shall include all information concerning the business, affairs, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Village, and any data, documents, discussion, or other information developed by the Firm hereunder and any other proprietary and trade secret information of the Village whether in oral, graphic, written, electronic or machine-readable form. The Firm agrees to hold all such Confidential Information of the Village in strict confidence and shall not, without the express prior written permission of the Village, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive the termination or expiration of this Agreement.

9. TERMINATION

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate the Agreement.

10. ASSIGNMENT

The Firm shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Village and any attempt by the Firm to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

11. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

12. GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Ohio, USA.

13. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES,

INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO THE FIRM DURING THE 3 MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY THE VILLAGE.

15. INDEMNIFICATION

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicenses, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

16. ENTIRE AGREEMENT; AMENDMENT:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

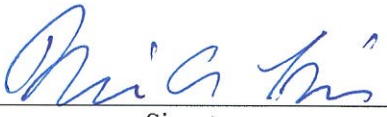
17. WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18. CAPTIONS

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

 _____
Signature

12-21-23
Date

Mayor
Title

The FIRM

 _____
Signature

12/20/23
Date

PRINCIPAL
Title

This agreement is to be construed in accordance with governed by the internal laws of the State of Ohio, USA.

Attachment A
Scope of Work
Accounting Services
The Village of Mogadore

Payroll — Process bi-weekly payroll and prepare required filings.

Receipts — Record receipts.

Payables — Approve purchase orders and process bills for payment.

Financials — Prepare monthly and annual financial reports.

Bank Reconciliations — To be performed monthly for all bank accounts.

Human Resources — Employee files and payroll issues will be maintained and addressed. Does not include hiring and termination of Village employees.

Council, and Work Session Meetings — Firm personnel will participate in all regular and special council meetings, and work sessions.

Budget — Firm personnel will work with department heads the Mayor and the finance committee to develop an annual budget.

5 Year Forecast — Firm personnel will work with Village personnel and Council to develop a plan for future operations.

Debt Issuances — Firm personnel will prepare financial information as requested. If meetings are necessary, the Firm will participate.

Audits — Firm personnel will prepare necessary financial reports, supporting documentation and work with auditors.

Income Tax Administrator — Firm personnel will perform Tax Administrator duties. This agreement anticipates one (1) Board of Review meeting per month. Additional meetings will be billed at our standard hourly rate. Examinations if necessary of employers or individual tax payer records will be billed at our standard hourly rates.

Insurance — Firm personnel will work on obtaining appropriate coverage for both health and liability insurance coverage.

Legal Proceedings — All meetings and court appearances will be billed at our standard hourly rate plus travel expenses at the Village's standard reimbursement rate.

The Firm anticipates continued cooperation from the office personal. Should Village staffing or job duties be altered, this agreement will be modified as necessary.

Firm personnel will perform certain duties from its office located at 121 College Street, Wadsworth, Ohio, 44281 when duties permit and will not always perform the duties at the Village.