

RECORD OF RESOLUTION

Resolution No. 2024-R-17 Passed 12/19, 2024
YEAR

VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO RESOLUTION NO. 2024-R-17

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A WRITTEN AGREEMENT RENEWAL WITH AARON D. BACK FOR I.T. PROFESSIONAL SERVICES FOR 2025 AND DECLARING AN EMERGENCY

WHEREAS the Village Agreement for I.T. Professional Services expired on 12/31/24; and

WHEREAS the Village would like to renew the Agreement effective 1/1/25; and

WHEREAS the Agreement was previously authorized by Resolution No.: 2024-R-01; and

WHEREAS RC 731.14 requires that all contracts made by the legislative authority of a village shall be executed in the name of the village and signed on its behalf by the mayor and clerk. [RC 731.14, paragraph 1]

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

SECTION 1. That Council finds it is necessary to provide (and renew) the following services:

RENEWAL - I.T. Professional Services.

SECTION 2. That Council finds that the following has submitted the lowest and best proposal and is a company/business/professional qualified to furnish the labor, service, and equipment necessary to satisfy the requirements of the agreement: ***Aaron D. Back***

SECTION 3. That the MAYOR and FISCAL OFFICER are hereby authorized and directed to execute an Agreement consistent with the terms of the following proposal/quote/estimate ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

RENEWAL – With same terms as previous 2024 Agreement ATTACHED pursuant to same terms as proposal dated 12/13/23 [ALSO ATTACHED].

SECTION 4. That the contract shall be executed in the name of the village and signed on its behalf by the mayor and clerk (fiscal officer). [RC 731.14, paragraph 1]

SECTION 5. DURATION. That the Agreement is hereby authorized for a term of:

From 1/1/25 for one (1) year for calendar year 2025

SECTION 6. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 7. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

The current Agreement will expire 12/31/24.

RECORD OF RESOLUTION

Resolution No. 2024-R-17 Passed 12/9, 2024
YEAR

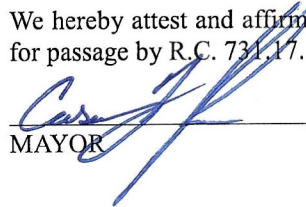
SECTION 8. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 9 day of December, 2024.

ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing legislation received the necessary affirmative roll call votes required for passage by R.C. 731.17.


MAYOR


FISCAL OFFICER

LEGISLATION READINGS ORC 731.17(A)

- (1) Each ordinance and resolution shall be read by title only, provided the legislative authority may require any reading to be in full by a majority vote of its members.
(2) Each ordinance or resolution shall be read on three different days, provided the legislative authority may dispense with this rule by a vote of at least three-fourths of its members.

First Reading: 12/9/24 Second Reading: Dispensed Third Reading: Dispensed

ROLL CALL VOTE ORC 731.17(A)(3)

The vote on the passage was taken by yeas and nays and entered upon the journal. Each ordinance or resolution shall be passed, except as otherwise provided by law, by a vote of at least a majority of all the members of the legislative authority. Yeas, nays, abstentions, excused or absent votes were recorded as follows:

Yes
Adam Rouse

Yes
Sharleen Coy

absent
Jeremy Antill

Yes
Cody Hecker

Yes
Trevor Arnold

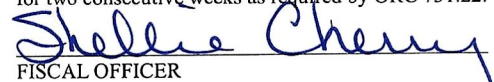
Yes
Joshua Radcliffe

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:


VILLAGE SOLICITOR, Steve Palmer

CERTIFICATE OF PUBLICATION ORC 731.21 and 731.22

Pursuant to ORC 731.21(A)(3), I hereby certify that a succinct summary of the above legislation was/will be published using the following method: **ON THE WEBSITE AND SOCIAL MEDIA ACCOUNT OF THE MUNICIPAL CORPORATION**
The succinct summary was reviewed by the village solicitor as required by ORC 731.21(B). Publication was/will be made at least once a week for two consecutive weeks as required by ORC 731.22.


FISCAL OFFICER

ATTACHMENT(S) TO FOLLOW

INDEPENDENT CONTRACTOR AGREEMENT
VILLAGE OF NORTH FAIRFIELD, OHIO

I.T. PROFESSIONAL SERVICES
2025

THIS AGREEMENT is made and entered into this 1st day of January 2025, by and between:

the Village of North Fairfield, Huron County, Ohio, an Ohio Municipal Corporation and political subdivision, hereinafter referred to as "VILLAGE" with its principal governmental offices located at 3 East Main St. PO Box 188, North Fairfield, Ohio 44855; and

AARON D. BACK, a sole proprietor with its principal place of business located at 724 N Sandusky St., Bellevue, Ohio 44811 hereinafter referred to as "CONTRACTOR"

WITNESSETH:

WHEREAS, VILLAGE has deemed it necessary to require the following:

I.T. Professional Services; and

WHEREAS, VILLAGE requested proposals for the project(s)/ Services; and

WHEREAS, CONTRACTOR submitted a proposal to VILLAGE for the project(s)/services; and

WHEREAS, VILLAGE determined the CONTRACTOR submitted the lowest and best proposal as set forth in the following ATTACHED HERETO AND EXPRESSLY INCORPORATED HEREIN BY REFERENCE:

RENEWAL – Same terms as Proposal of Aaron D. Back dated December 13, 2023; and

WHEREAS, CONTRACTOR represents that it is a company qualified to furnish the labor, service and equipment necessary to satisfy the requirements of the agreement; and

WHEREAS, VILLAGE is desirous of entering into an Agreement with CONTRACTOR for providing the labor, service and equipment necessary to satisfy the requirements of the agreement; and

WHEREAS, VILLAGE authorized the Mayor and Fiscal Officer to enter into this Agreement on behalf of the VILLAGE in Resolution No: 2020-R-13, 2022-R-03, 2023-R-01, 2024-R-0-1, and also 2024-R-17 which is ATTACHED HERETO.

NOW THEREFORE, in consideration of the mutual promises contained herein, the respective parties agree as follows:

1. CONTRACTOR will provide the necessary personnel, materials, and equipment to perform the terms of this Agreement:

2. DATE OF COMMENCEMENT. CONTRACTOR shall commence work not later than thirty (30) days from the date of this Agreement or as otherwise agreed herein.

a. WORKERS COMPENSATION. CONTRACTOR shall, prior to commencement, provide VILLAGE with proof of workers' compensation coverage.

b. LIABILITY INSURANCE. CONTRACTOR shall, prior to commencement, provide VILLAGE with proof of general liability insurance, and the Village of North Fairfield shall be named an additional insured on said policy and provide proof of the same.

c. BOND. CONTRACTOR shall, prior to commencement, provide VILLAGE with proof of any required bonds.

3. CHANGE ORDERS. Any change orders due to unforeseen or unexpected circumstances shall be submitted to the Village Administrator, in writing, for approval PRIOR to performing any extra or additional work.

4. STANDARD OF CARE. CONTRACTOR shall exercise the same standard degree of care as is normal, customary and reasonable for providers of these types of services to areas such as North Fairfield, Ohio.

5. TIME OF COMPLETION. CONTRACTOR shall complete work as follows:

a. *As further specified herein unless otherwise agreed upon, in writing, by VILLAGE.*

b. *Parties further agree that the time of completion may be extended or otherwise modified in writing by VILLAGE due to, but not limited to the following:*

i. *Weather.*

ii. *Back ordered parts/supplies.*

iii. *For other good and reasonable cause by written agreement of the parties.*

6. FAILURE TO COMPLETE ON TIME. In the event the work is not completed within the time required herein from the date of commencement without an agreement in writing by VILLAGE, the parties agree as follows: *N/A*

7. SPECIFICATIONS. All work shall be done in accordance with the laws and regulations of the State of Ohio and the Codified Municipal Code and any further specification agreed upon herein and as set forth in any quotes, Proposals, or estimates submitted by CONTRACTOR.

Additionally, the parties agree as follows:

RENEWAL - CONTRACTOR shall provide I.T. Professional Service pursuant to proposal dated December 13, 2023 ATTACHED HERETO.

Any costs for parts or equipment necessary for emergency repairs shall be paid by VILLAGE upon prior authorization of Mayor with final approval of Council at next meeting.

8. RESTORATION OF WORK AREA

a. CONTRACTOR shall, prior to completion, repair all damages it causes to any real or personal property on the work site(s) and perform any and all tasks necessary to the workmanlike completion of the project.

b. CONTRACTOR shall, prior to completion, clean the job site(s) so that it is in substantially the same condition as it was prior to the beginning of the project.

9. FINAL INSPECTION, ACCEPTANCE. The project shall be deemed complete when the Village Administrator determines upon inspection that the project meets all required specifications and restoration.

10. CONSIDERATION. VILLAGE shall compensate CONTRACTOR as follows:

See attached proposal dated December 13, 2023 ATTACHED HERETO and incorporated herein by reference.

Payment shall be paid in one lump sum.

11. FINAL PAYMENT. VILLAGE shall make final payment upon restoration of work area(s) and acceptance after final inspection. N/A

12. DURATION. This Agreement shall be for a term of:

RENEWAL - One calendar year 2025, terminating on December 31, 2025.

13. EMPLOYEES. Each party shall be independently responsible for the selection, compensation and supervision of its own employees.

14. LICENSING. CONTRACTOR shall obtain and maintain all necessary licensing and registrations necessary to satisfy the terms of this agreement.

15. HOLD HARMLESS. CONTRACTOR shall indemnify and hold harmless VILLAGE from the claim of any person whomsoever for damages to person or property caused by any employee, agent or representative of CONTRACTOR.

16. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other. VILLAGE reserves all rights should VILLAGE suffer any loss because due to termination prior to date of completion.

17. NOTICE. All notices and demands required hereunder shall be in writing and shall be deemed to have been properly given and received if sent by certified U.S. mail, return receipt requested to the following address for each respective party hereto:

VILLAGE OF NORTH FAIRFIELD
c/o Fiscal Officer
3 East Main St.

PO Box 188
North Fairfield, Ohio 44855
northfairfieldv@gmail.com

AARON D. BACK:
Sole Proprietor
724 N Sandusky St
Bellevue, Ohio 44811
Aback1975@gmail.com

18. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements, representations, warranties or understandings between the parties relating thereto.

19. AMENDMENT. This Agreement shall not be amended or modified except by agreement in writing executed by both parties.

20. This Agreement will inure to the benefit of and constitute a binding obligation upon the parties hereto and their respective successors and assigns.

21. ASSIGNMENT. Neither party shall assign any rights nor delegate any duties hereunder without the prior written consent of the other party.

22. CHOICE OF LAW. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, and CONTRACTOR agrees that Huron County, Ohio, shall be the proper venue for any legal claims arising out of this Agreement, said Court shall have exclusive jurisdiction over any such disputes or disagreements.

23. The original signed Agreement with any ATTACHMENTS shall be maintained by VILLAGE in the office of Fiscal Officer with a copy provided to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by their duly authorized representatives on the date set forth herein.

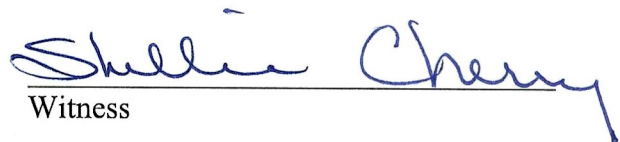
VILLAGE OF NORTH FAIRFIELD:


MAYOR


FISCAL OFFICER

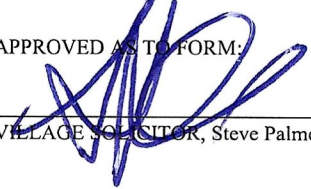
AARON D. BACK


CONTRACTOR Signed


Witness


Aaron D Back
CONTRACTOR Print Name

Computer Engineer
CONTRACTOR Title

APPROVED AS TO FORM:

VILLAGE SOLICITOR, Steve Palmer

CERTIFICATE OF AVAILABLE FUNDS
RC 5705.41(D)

Pursuant to Section 5705.41(D) of the Ohio Revised Code, I hereby certified that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the General fund free from any previous encumbrances.


FISCAL OFFICER

December 16, 24
Date

ATTACHMENT(S) TO FOLLOW

November 25, 2024

To: Village of North Fairfield

From: Aaron D. Back

724 N. Sandusky St.

Bellevue, OH 44811

This is a proposal for my continuing I.T. and web support.

The cost of this would be \$1000 for the year (2025) for 25 hours of work I.T. work for the year, along with 20 hours of phone support. Should the need arise, and the 25 hours is met then the village would be billed \$75 per hour for each additional hour.

I am open to discuss this further should you feel that necessary. Thank you and I look forward to hearing from you.

Aaron D. Back

(419) 706-8352

aback1975@gmail.com (personal)

aaron.back@pomeroy.com (work)