

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015- 8

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH GARY VIDMAR, AND DECLARING AN EMERGENCY

WHEREAS, Gary Vidmar resigned as the Village Administrator effective on April 2, 2015, but agreed to provide consulting services to the Village for a period of sixty (60) days that would include without limitation assisting the Mayor in performing the duties of Village Administrator until a new Village Administrator was hired, and then assisting in training a new Village Administrator; and,

WHEREAS, the Village Council desires to engage Gary Vidmar to provide temporary consulting services for a period of sixty (60) days, in accordance with the terms of the Consulting Services Agreement attached hereto; and,

WHEREAS, immediate action is required to provide the new Village Administrator with training without delay, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approving the Consulting Services Agreement with Gary Vidmar, and further authorizing the Mayor and Fiscal Officer to execute the Agreement on behalf of the Village.

Section 2. That the Council is acting in its administrative capacity in passing this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open

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

Adopted this 16th day of April, 2015.

Attest: Sharon Louallen Lionel H. Lawhorn
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: 4/16/2015 (if applicable) Effective Date - / /201__

Vote - 4 Yeas
2 Nays

First Reading - / /201__

Effective Date - / /201__

Second Reading - / /201__

Third Reading - / /201__

Vote - 4 Yeas
2 Nays

Prepared by and approved as to form:

BRUCE A. MCGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: Bruce A. McGary
Date: 04/16/2015

CERTIFICATE OF POSTING

I, Sharon Louallen, Fiscal Officer of the Village of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report at five public places within the Village as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of Village of South Lebanon, Ohio.

4/28/15
Date Sharon Louallen
Sharon Louallen
Fiscal Officer
Village of South Lebanon,
Ohio

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (the "Agreement") is made as of the date stated below, between the Village of South Lebanon, Ohio, (the "Village") and GARY VIDMAR ("Consultant").

RECITALS:

WHEREAS, Consultant served as the Village Administrator of the Village of South Lebanon, through April 1, 2015; and,

WHEREAS, as of April 2, 2015 the Mayor with the assistance of Consultant performed the duties of the Village Administrator until the Village Administrator was appointed by the Mayor, affirmed by Council, and new Village Administrator started employment; and,

WHEREAS, the Mayor appointed Jerry Haddix the new Village Administrator, whose appointment was affirmed by the Village Council on April 2, 2015 and further the Village Council authorized the execution of his employment agreement on April 9, 2015, and in accordance with the fully executed employment agreement Jerry Haddix started his duties as Village Administrator on April 13, 2015; and,

WHEREAS, the Village desires to enter into this temporary Consulting Services Agreement, for a period of sixty (60) days, effective April 2, 2015 through June 1, 2015.

TERMS, CONDITIONS and OBLIGATIONS:

NOW THEREFORE, the Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

SECTION 1 – CONSULTING SERVICES

1.1 Consultant shall perform Consulting Services the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

SECTION 2 - PAYMENTS TO CONSULTANT

2.1 Methods of Payment for Services of CONSULTANT

2.1.1 The Village shall pay Consultant for consulting service rendered under Section 1 as follows:

The Consultant agrees to provide the consulting services set forth Exhibit 1 attached hereto for a fix rate of \$2,500.00.

2.2 Time of Payment and Conditions of Payment.

2.2.1 Consultant shall provide an itemized statement of services rendered to the Fiscal Officer. The Fiscal Officer shall make prompt payment after receipt of the itemized statement by mailing via ordinary U.S. mail the fixed payment stated in paragraph

2.1.1 no later than three (3) business days after the Village Council's regularly scheduled Council Meeting approving the disbursement.

2.2.2. Consultant shall complete, execute and deliver the attached form w-9 to the Village's Fiscal Officer as a condition of payment for the Consulting Services provided herein.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The Parties stipulate that the venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas. The Parties further waive the right to initiate or remove any disputes hereunder to any other state or federal court.

3.2 Successors and Assigns.

3.2.1 Neither the Village nor Consultant shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law.

3.2.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

3.3 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

3.4 Construction

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

3.5 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

3.6 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The VILLAGE's Fiscal Officer shall issue a form 1099-Misc. to CONSULTANT for the Consulting Services provided herein.

3.7 Parties

Whenever the term "Consultant" is used herein, this term shall be limited to Gary Vidmar.

3.8 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

3.9 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO THE VILLAGE: The Village of South Lebanon, Ohio
 Attn. Village Administrator & Mayor
 Email: jhaddix@southlebanonohio.org
 Email: slawhorn@southlebanonohio.org

TO CONSULTANT: Gary Vidmar
 Cell Phone: 513-535-8745
 Email: gvidmar53@gmail.com

SECTION 4 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation in Warren County, Ohio before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Paragraph 3.1 herein.

SECTION 5 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 6 - EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, GARY VIDMAR, the Consultant herein, has caused this Agreement to be executed on the date stated below.

SIGNATURE: Gary Vidmar
PRINTED NAME: Gary Vidmar
DATE: 4/21/15

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2015- 08.

SIGNATURE: Lionel H. Lawhorn
PRINTED NAME: Lionel Harold Lawhorn
TITLE: Mayor
DATE: 4/16/15

SIGNATURE: Sharon Louallen
PRINTED NAME: Sharon Louallen
TITLE: Fiscal Officer
DATE: 4-16-15

APPROVED AS TO FORM:

VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON, OHIO

By: Bruce A. McGary
Bruce A. McGary

Date: 4/16/15

Exhibit 1

Consultant shall timely provide assistance and training by telephone, facsimile, and electronic communications, as requested by the Village's Mayor or new Village Administrator. Such training and assistance shall include without limitation answering questions; providing contact information and referrals; providing details, explanations, historical perspectives, status and identifying outstanding work items, disclosing the location of files and data (or suggestions how to locate files and data) for all matters and projects that existed during the tenure of Consultant's terms as Village Administrator; as well as giving advice to the new Village Administrator as to how to handle matters that may rise during the term of this Agreement.

Timely responses shall mean: the Consultant shall respond within 24 hours of receipt of telephone calls or voicemail messages, and emails.

Consultant shall maintain the Cell Phone Number and Email Address listed in the Agreement in an active and working status at all times during the term of this Agreement. Consultant shall be responsible for providing new contact information to the Village within 24 hours if Consultant changes his Cell Phone Number or Email Address.

Consultant shall document all services provided by simply communicating via email (including telephone conversations shall be documented by a short concise follow up email from Consultant to the Village Mayor and Administrator).