

RECORD OF RESOLUTIONS

Resolution No. 30-2022

Passed: October 25, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOCAL GOV CONSULTANTS, LLC, FOR THE PROVISION OF INTERIM FINANCIAL ADMINISTRATIVE SERVICES.

WHEREAS, Tom Reilly will retire as the Director of Finance on October 28, 2022; and

WHEREAS, it is necessary to obtain the services of an Interim Finance Director while the search for Mr. Reilly's replacement continues, and;

WHEREAS, Local Gov Consultants, LLC., has submitted a proposal and is offering the services of Randy Groves, retired Finance Director from the City of Fairborn, to serve as Interim Finance Director on a contractual basis for as long as necessary; and

WHEREAS, Mr. Groves is well qualified to serve as Interim Director, having more than 41 years of governmental financial management experience with various State, County and Local government entities, and;

WHEREAS, it is the desire of the majority of the City Council to agree with the appointment of Mr. Groves as Interim Finance Director.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:

Section 1: the City Manager is hereby authorized to execute an agreement with Local Gov Consultants, LLC., attached hereto and made part of this resolution.

Section 2: this resolution shall be in full force and effect from and after its date of passage.

Passed: October 25, 2022

Attest: Tom Reilly
Clerk of Council

[Signature]
Mayor

Effective Date: October 25, 2022

LOCAL GOV CONSULTANTS, LLC. PROPOSAL FOR SERVICES

Interim Financial Administrative Services
For the City of West Carrollton



Local Gov Consultants, LLC

OVERVIEW

Local Gov Consultants, LLC. is pleased to submit this proposal for professional services to support the City of West Carrollton with interim financial administrative services until a full-time Finance Director can be hired and on-boarded.

Local Gov Consultants is a consortium of professionals with vast experience, empathy, and a passion for public service. Our mission is to help local governments and nongovernmental organizations succeed where they've become tangled up in time and obstacles.

We know the key to completing the projects and filling unmet needs within your organization can sometimes be based on both knowing regulatory requirements and how to navigate them quickly, and with a fresh, outside perspective. Sometimes the solution is with qualified and dedicated leadership. We provide both!

Or corporate motto is simple:

It's not about competition, it's about collaboration.

It's not about politics, it's about public service.

It's about listening to your community, really hearing your people, and getting things done.

Local governments are restricted by rules and red tape—necessarily. However, Local Gov Consultants is experienced enough to navigate through the projects you can't, or don't have time for, so that you can deliver the best results to the organization that depends on you.

Pete Bales, President and CEO of Local Gov Consultants, LLC., was a Credentialed Manager through the International City Manager's Association during his career in local government. He has over 27 years of local government experience primarily in municipal operations and management including project management, parks and recreation, public works, planning, human resources and public engagement. Mr. Bales' past experiences along with his team of professional government leaders have created a strategy for the City of West Carrollton which will guide and assist you in creating a smooth transition while searching for your next Finance Director.

PROPOSAL

Local Gov Consultants employs amazing talent in all areas of government administration. Randy Groves is no exception! He is an amazing tenured leader in the area of local government finance. He will serve as the Interim Director of Finance and will report to the City Manager and collaboratively work with Mr. Brad Townsend throughout this temporary assignment. Randy is available to work on-site approximately 16 hours per week and be available for questions and special assignments remotely as needed. An appropriate schedule will be determined between Mr. Groves and Mr. Townsend.

Randy Groves bio is as follows:

Randy has 41 years of experience in governmental accounting and financial reporting.

- Certified Public Finance Officer (CPFO)
- Certified Government Financial Manager (CGFM)
- Member, Government Finance Officers Association of the United States and Canada
- Member, Ohio Government Finance Officers Association
- 12 years with Ohio Auditor of State as assistant auditor performing and supervising audits over various local governments, including federal OMB Circular A-133 single audits of large county governments with responsibilities for performing financial and compliance audits of the agency's major federal programs.
- 16 years with Butler County Auditor's office with various financial management responsibilities including managing the accounting and financial reporting for all funds of the county, supervising the preparation of the county's comprehensive annual financial report (CAFR), drafting the management's discussion and analysis (MD&A).
- 13 years as Finance Director for the City of Fairborn which includes responsibilities for the accounting and financial reporting of all city funds, coordinating the annual audit and preparation of the city's CAFR. The City of Fairborn Finance Department has oversight of an \$18M General Fund budget, \$75M Capital budget, Income Tax Division, Utility Billing Division, Accounts Payable, Accounts Receivable, and Payroll.

Deliverables of Consultant

Following is a complete list of all project deliverables:

Deliverable	Description
Deliverable #1	<p>Randy Groves will serve as Interim Finance Director and dedicate approximately 16 hours per week working on-site and remotely as needed in that capacity. The number of hours per week may be altered with the mutual consent of the consultant and the city management.</p> <p>To ensure continuity and provide leadership to staff, Randy Groves will establish routine "office hours" to be determined between he and the city management.</p> <p>Some deliverables may be accomplished while working off-site.</p>
Deliverable #2	Be available by phone outside of established office hours to answer questions and provide guidance.
Deliverable #3	Provide structure, leadership, and supervision to the Finance team.
Deliverable #4	Provide financial compliance expertise and guidance to the finance staff.
Deliverable #5	Perform necessary budget amendments.
Deliverable #6	Monitor purchase orders and approvals.
Deliverable #7	Perform payroll review (high level) and approval.
Deliverable #8	Perform monthly reconciliations as necessary for mayor's court, Community Improvement Corporation, and other necessary city reconciliations.
Deliverable #9	Attend CM staff meetings on Wednesday's at 9:00 am
Deliverable #10	Perform special financial projects as assigned by city management.
Deliverable #11	If desired, Randy Groves will assist the city management with the review of applicants for the Finance Director position and provide honest and candid feedback during the interview process.
Deliverable #12	Randy Groves will dedicate approximately 24-40 hours of time with incoming Finance Director to create a smooth transition.

Expectations of the City of West Carrollton

Expectation	Description
Expectation #1	Consultant will be provided a dedicated workspace within the Finance Department including a computer with access to software and information necessary for the position.
Expectation #2	City of West Carrollton will provide the Consultant with access to necessary software in order to provide services while working remotely.

Timeline for Execution

Local Gov Consultants, LLC can begin this project on October 17, 2022 and will continue in the Interim role until the next Finance Director is hired and on-boarded.

PROFESSIONAL SERVICES FEE

The fee for consulting services will be billed monthly at a rate of \$100 per hour.

Thank you for your consideration,



Pete Bales, CPRP
President and CEO
Local Gov Consultants, LLC.
2391 Forest Oaks Drive
Beavercreek, OH 45431

www.localgovconsultants.com
pbales@localgovconsultants.com
937-545-5565

AGREEMENT

THIS AGREEMENT, made this _____ day of October 2022 (the "Effective Date"), by and between the **CITY OF WEST CARROLLTON**, located at 300 E. Central Avenue, West Carrollton, OH 45449 hereinafter referred to as "**City**", and **LOCAL GOV CONSULTANTS, LLC**, located at 2391 Forest Oaks Drive, Beavercreek, Ohio 45431, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, the City has legal authority to secure professional services as may be necessary in the execution of financial administrative consulting agreement; and

WHEREAS, the Consultant is experienced in providing professional services related to municipal financial services, and is available to render services and assistance of this nature to City; and

WHEREAS, the City desires to engage such professional services of the Consultant.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is **AGREED** as follows:

1. Consultant shall furnish financial administrative services as described in the services proposal, attached hereto and incorporated herein by reference (the "Services").
2. Consultant agrees begin providing Services according to a schedule determined by the City Manager and to perform its work in a diligent manner within the time limits detailed in the services proposal.
3. The City shall compensate Consultant for Services rendered at an amount not to exceed \$100.00 per hour according to the deliverables in the services proposal. In the event the City substantially changes the scope of Services set forth in the services proposal, the parties shall negotiate and agree in writing on a new hourly fee for the Services, commensurate with the change in scope.
4. The Consultant shall submit invoices at the end of each month to the City covering charges for Services performed during that month, as herein set forth. Approved invoices shall be promptly paid within 30 days of receipt of the invoice.
5. Consultant shall maintain through the full period of this Agreement applicable liability insurance policy(ies) with a combined single limit of a minimum of \$1,000,000 for each occurrence. If requested, the Consultant shall provide the City Certificates of Insurance evidencing such policies.
6. The deliverable products shall include those items as listed in "Local Gov Consultants, LLC Deliverables" in the services proposal.
7. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants or agreements of Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant specifying the effective date of the termination, at least 30 days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Consultant under this Agreement shall become the City's property and the Consultant shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

8. Either party may terminate this Agreement at any time for convenience by a notice in writing, at least 30 days before such effective date, directed to the other party in accordance with Section 12 herein. If the Consultant terminates this Agreement after the work has begun, City shall not be required to compensate the Consultant for Services/work not fully completed.
9. Consultant agrees to not share any proprietary and/or confidential information or documentation that it gathers or generates as a result of the Agreement without the prior written approval of City.
10. This Agreement and the attachments hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may only be modified through a written amendment executed by both parties hereto.
11. Any provision in the Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
12. All notices, requests, consents, approvals, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States mail, addressed as follows, or at such other address as may be provided in writing by the parties:

If to Consultant:
Pete Bales, President and CEO
Local Gov Consultants, LLC.
2391 Forest Oaks Drive
Beavercreek, OH 45431
Phone: 937-545-5565
Email: pbales@localgovconsultants.com


If to City:
Brad Townsend, City Manager
300 E. Central Avenue
West Carrollton, OH 45449
Phone: 937-859-5181
Email: btownsend@westcarrollton.org

13. It is agreed that Consultant shall be an independent contractor and not an employee of the City at all times while rendering services, pursuant to the provisions of this Agreement.
14. This Agreement may be amended or supplemented at any time by full consent in writing of the parties hereto.
15. This Agreement shall be in effect until the earlier of: (i) completion of the Services in accordance with the terms and conditions of this Agreement; or (ii) cancellation by either or both parties according to the terms above.

16. There shall be no discrimination for any employer, because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment. Consultant shall insert a similar provision in all subcontracts for services covered by this Agreement.
17. The Consultant shall indemnify, hold harmless and, at the City's request, defend the City and the City's employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons, and damage to real and personal property, to the extent arising out of or in any way related to: (i) any actual or alleged negligent acts, errors or omissions of the Consultant or its agents, employees, contractors (at any tier) or sub-contractors in the performance of the Services under this Agreement; (ii) the willful misconduct of the Consultant or its agents, employees, contractors (at any tier) or sub-contractors; or (iii) any breach of this Agreement by the Consultant. The City's entitlement under the foregoing indemnification may be deducted from the Consultant's compensation then due or thereafter to become due, in addition to any other remedies the City may have under this Agreement, or at law or in equity.

IN WITNESS WHEREOF, the City Manager of the **CITY OF WEST CARROLLTON** and **LOCAL GOV CONSULTANTS, LLC** have respectively executed this Agreement on the day and date first above written, in duplicate.

LOCAL GOV CONSULTANTS, LLC

By: 
Pete Bales
President and CEO

CITY

By: _____
Brad Townsend
City Manager