

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2026-37

**APPROVING CONTRACTOR LARRY HARTLAUB WITH SHARED RESOURCE CENTER FOR INTERIM FINANCE
DIRECTOR SERVICES AND AUTHORIZING AN AMENDMENT TO THE CURRENT CONTRACT**

WHEREAS, the Village requires the services of a qualified Interim Finance Director to serve until such time as a permanent Director can be hired; and

WHEREAS, the Shared Resource Center has the expertise and experience to provide an individual who is able to provide these services; and

WHEREAS, Village Council herein approves Shared Resource Center, specifically Larry Hartlaub to serve as Interim Village Finance Director; and

WHEREAS, Village Council herein approves the amended agreement with Shared Resource Center and authorizes the Interim Village Manager to execute same,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS OHIO HEREBY RESOLVES THAT:

Section 1. The amended agreement with Shared Resource Center for Larry Hartlaub to provide interim Finance Director services under terms substantially similar to the current Agreement with Shared Resource Center, here attached as Exhibit A, with a start date of October 12, 2026.

Section 2. Interim Village Manager is authorized to execute the amended agreement with Shared Resource Center in a form substantially similar to the attached Exhibit A and as approved by the Village Solicitor.

Gavin DeVore Leonard, President of Council

PASSED:

Attest: _____
Judy Kintner, Council Clerk

ROLL CALL:

Gavin DeVore Leonard____ Angie Hsu____ Carmen Brown____
Senay Semere____ Stephanie Pearce____



AGREEMENT TO PROVIDE SERVICES

SHARED RESOURCE CENTER

and

VILLAGE OF YELLOW SPRINGS

Fiscal Support Services

This Agreement is entered into on _____ and between the **VILLAGE OF YELLOW SPRINGS** (hereinafter "**Village**"), and the **GOVERNING BOARD OF THE SHARED RESOURCE CENTER**, a regional council of governments established pursuant to Ohio Revised Code Chapter 167 (hereinafter "**SRC**"). Collectively, the parties will be referred to as "the Parties". This Agreement is entered into for the purpose of compensating the SRC for providing the Village with fiscal support services pursuant to the Terms of Agreement below.

WITNESSETH:

WHEREAS the SRC provides shared services to member and non-member entities; and

WHEREAS the SRC has qualified personnel available to perform financial and other services as are typically performed in public entities in the State of Ohio; and

WHEREAS the Village has a need for such financial services; and

WHEREAS the SRC and the Village each represent and warrant to the other party that they possess all necessary rights, power, and authority to enter into this Agreement and to fully perform each and all of their respective obligations hereunder.

WHEREAS the Village deems it in their best interests to obtain fiscal and related services from the SRC; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Terms of Agreement

The SRC will provide the Village with fiscal support services, on an as needed, as available basis, at the direction and supervision of the Village Manager. Services will be provided by appropriately trained and qualified personnel from January 1, 2026, through December 31, 2026.

Services under this Agreement will be provided on-site and off-site as appropriate for the job, but which are agreed to typically fall between the regular business hours (8:00 a.m. -4:30 p.m., Monday- Friday).

2. Compensation

A. Hourly Services

The Village shall pay the SRC at the following hourly rate(s) for the services of SRC employees as set forth in section 1 above, during the term of this Agreement.

1. Finance Consulting	\$	
2. Executive Consulting	\$	
3. Financial Analyst/ Processing	\$	
4. Payroll Services	\$	
		175.00
		200.00
		75.00
		95.00

If services are requested under circumstances determined to be an emergency or exceed eight (8) hours in a day, the hourly cost shall be invoiced at time and a half of the current hourly rate. The hourly amounts may be increased but not decreased during the life of this Agreement.

Unless otherwise agreed, payment will be made monthly, within thirty (30) days of the date of the invoice for services. Proper invoices will be submitted.

3. Actual and Necessary Reimbursements

The Village will reimburse the SRC for all actual and necessary travel and professional expenses including but not limited to mileage to and from the Village. The Village further agrees to reimburse the SRC for other travel consistent with the Village's policy and with pre-authorization if the Village requires representation off site or other travel. Unless otherwise agreed, payment will be made monthly, within thirty (30) days of the date of the invoice for services. Proper invoices will be submitted.

4. Benefits

It is expressly understood that SRC personnel who provide services under this Agreement shall be agents and are not "employees" of the Village. The SRC personnel who provide services under this Agreement were and continue for all purposes to be exclusively employed by the SRC. The SRC will be the employer of said personnel and will be solely responsible for their compensation and benefits, including but not limited to retirement contributions, payroll taxes, unemployment costs, and worker's compensation coverage.

5. Professional Liability Insurance

The Village will provide professional liability insurance coverage protecting SRC employees performing work under this Agreement from liability from claims, suits, actions, and legal proceedings brought against them in their official capacity as agents of the Village and while acting within the scope and course of said agency and appointment. The liability insurance policy shall identify the SRC as an insured party. **This paragraph shall not be construed to require the purchase of additional insurance if a general liability policy is already in effect.**

The SRC shall provide professional liability insurance coverage protecting the Village from errors and omissions of personnel funded through this Agreement. All responsibility for banking and processing fees, processes, and payment of the Village employees remains the responsibility of the Village.

3. Effective Dates

A. Term

The effective term of this Agreement shall be January 1, 2026, through December 31, 2026, on an as needed, as available basis.

B. Extension

This Agreement can be extended on a month-to-month basis, as needed, as available, with a five percent (5%) increase of the hourly rate(s), upon request of the Village Manager, in writing, and with agreement of the SRC.

4. Conflicts with Law

This Agreement shall be subject to and construed in accordance with the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect.

5. Agreement Modifications

The Village and the SRC shall fulfill all aspects of this Agreement. Any exceptions or modifications to this Agreement shall be made in writing and signed by the Village and the SRC.

6. Termination of Agreement

This Agreement may be terminated by:

- A.** Mutual Agreement of the parties.
- B.** Upon the giving of thirty (30) days written notice by the SRC to the Village or by the Village to the SRC, in which event this Agreement and all obligations hereunder shall cease at the expiration of thirty (30) days following delivery of such notice.

7. Complete Understanding

The SRC and the Village each represent and warrant to the other party that they possess all necessary rights, power, and authority to enter into this Agreement and to fully perform each and all of their respective obligations hereunder.

This Agreement expresses and contains the entire agreement between the parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may be modified by a written instrument signed by both parties.

WHEREFORE, the parties have indicated their Agreement and intent to be bound to the above terms by affixing their signatures below.

GOVERNING BOARD OF THE SHARED RESOURCE CENTER

VILLAGE OF YELLOW SPRINGS

By: 
Village Manager

Tiffany Hiser (Jan 30, 2026 13:43:06 EST)

By:-----

Executive Director

Dated: _ Date: _