

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

**CITY OF BELPRE**  
**RESOLUTION NO. 14 (2014-15)**

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE  
DIRECTOR TO EXECUTE AN AGREEMENT FOR  
MANAGEMENT OF THE BELPRE SENIOR CENTER**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL  
OF THE CITY OF BELPRE, OHIO, THAT:**

**SECTION I**

The Safety-Service Director of the City of Belpre, Ohio, is hereby authorized to execute an Agreement with the O'Neill Center for management of the Belpre Senior Center, a copy of which Agreement is hereto attached as Exhibit A.

**SECTION II**

This Resolution shall take effect on the earliest date allowed by law.

PASSED: February 23, 2015 \_\_\_\_\_  
PRESIDENT OF COUNCIL  
ATTEST: Kimberly A. Muehle \_\_\_\_\_  
PRESENTED TO MAYOR: 2/23/15 Michael R. DeLong \_\_\_\_\_  
MAYOR  
APPROVED BY MAYOR: 2/23/15

**CLERK'S CERTIFICATION OF PUBLICATION**

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on February 24, 2015, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

February 24, 2015 \_\_\_\_\_  
Date CLERK  
Kimberly A. Muehle

## **MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT** made this 23<sup>rd</sup> day of February, 2015, by and between **THE CITY OF BELPRE, OHIO, an Ohio municipal corporation, hereinafter referred to as "City,"** and **O'NEILL SENIOR CENTER, an Ohio nonprofit organization, hereinafter referred to as "Manager."**

### **WITNESSETH**

**That for and in consideration of the mutual covenants and conditions hereinafter set forth, the City and Manager hereby agree as follows:**

1. **The Manager will manage, operate and provide programming for operate the CITY OF BELPRE SENIOR CENTER (hereinafter referred to as "Center") in the City of Belpre, Washington County, Ohio, for one (1) year, beginning upon the 1st day of January, 2015, and ending on the 31st day of December, 2015, upon the terms and conditions set forth in this Agreement and the attached Position Description for the Belpre Center Manager.**

**2. The City will provide compensation to Manager for the Manager's services during the one (1) year term in the amount of \$45,900.00.**

**3. The City will be responsible for prompt maintenance and repair of the Center, systems, equipment, utilities, parking area, building and grounds upkeep, and will provide access to a copier to the Manager.**

**4. The Manager is responsible for notification to the City when repairs are needed.**

**5. The City will continue to provide casualty and liability insurance for the Center and for the City-owned van.**

**6. The Manager shall further operate the Center in conformity to all applicable federal, state, and local statutes, ordinances, rules, and regulations.**

**7. The Manager shall indemnify and hold harmless the City, its successors, assigns, agents, servants, and employees from any claims, demands, suits, judgments, costs, and expenses of any kind and nature which shall hereinafter be made against the City by any person or persons for loss or damage to the property of persons resulting from the Manager's operation of the Center.**

8. The Manager will handle all fiscal duties related to payroll and program related income and expenses. Manager can place a Title V program employee upon the premises.

9. All rental income from the facility shall be paid to the City, and the City will be responsible for providing personnel overseeing rental use of the building.

10. The Manager shall subscribe to the Ohio Bureau of Workers' Compensation Fund and maintain the following insurance in force during the life of this Agreement. In addition, the Manager will be named as an additional named insurer to the City's liability policy.

<u>COVERAGE</u>	<u>LIMITS</u>
Comprehensive General Liabilities	\$1,000,000 CSL Bodily Injury and Property Damage
Workmens' Compensation	Statutory
Employer Liability	\$1,000,000

11. The parties agree to meet and consult in good faith to resolve any problems that may arise during the Manager's operation of the Center.

12. The Manager shall submit monthly activity reports to the City, detailing programs and participation in said program.

13. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

14. This Agreement may be renewed or renegotiated at the end of the term, but must be done by written agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on this date indicated below:

**THE CITY OF BELPRE, OHIO,**  
an Ohio municipal corporation

Feb. 23, 2015  
\_\_\_\_\_  
(Date)

By: David E. Ferguson  
\_\_\_\_\_  
**DAVID E. FERGUSON, Safety-Service  
Director**

**O'NEILL SENIOR CENTER, an Ohio  
nonprofit organization**

\_\_\_\_\_  
(Date)

By: Connie Huntsman  
\_\_\_\_\_  
**CONNIE HUNTSMAN, Executive  
Director**

