

October 22, 2020

Ms. Rita McMahon, Administrator  
Concord Twp. – Painesville JEDD  
7229 Ravenna Road  
Concord Township, OH 44077

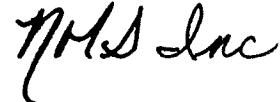
Dear Ms. McMahon:

In accordance with your request, NMS, Inc. hereby submits to commit to perform the scope of the work indicated in the Technical Proposal originally submitted on September 26, 2016.

The cost for the services for the time period, January 1, 2021 through December 31, 2022 will be a fixed monthly fee of \$ 230.00.

If you have any questions regarding this submission, please contact me at (440) 510-1915 or [jmichalski@nms-cpa.com](mailto:jmichalski@nms-cpa.com).

Sincerely,



Joseph Michalski, CPA  
Director,  
NMS, Inc.

## **AGREEMENT FOR ACCOUNTANCY SERVICES**

THIS AGREEMENT is made this 4th day of December, 2020, between the Concord Township-City of Painesville Joint Economic Development District (the “JEDD”), 7229 Ravenna Road, Concord Township, Ohio 44077, and NMS, Inc. (the “Accountant”), 8383 Mentor Avenue, Mentor, Ohio 44060, and any legally authorized successor in interest to the Accountant, including but not limited to NMS, Inc.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

### **Services to Be Performed by Accountant**

1. The Accountant agrees to provide the following accounting services as required by the JEDD:

- (a) Prepare and submit the current income and expense estimates for the JEDD budget as directed by its Board.
- (b) Supervise and be responsible for the disbursement of all monies and control all expenditures so that appropriation and cash resources are not exceeded.
- (c) Maintain a general accounting system for the JEDD; keep accounts for and exercise budgetary control over the funds; keep separate appropriate accounts, each of which shall show the amount of appropriation, the encumbrances thereon, the amounts expended therefrom, and the unencumbered balance therein.
- (d) Prepare reports of receipts and disbursements from each receiving and disbursing agency of the JEDD at such intervals as may be deemed expedient.
- (e) Submit to the JEDD Board upon request but not less often than quarterly, a statement of receipts and disbursements and account balances in sufficient detail to show the

financial condition of the JEDD.

- (f) Prepare for the JEDD Board, as of the end of each fiscal year, a complete financial statement and report.
- (g) Supervise the receipt and recording of all fees and revenue due the JEDD.
- (h) Perform such other services, not inconsistent with the JEDD Contract of September 16, 2008, its Bylaws, and any amendments thereto, as may be required by either the Treasurer or the Board of the JEDD.
- (i) Supervise any audit as required by the State of Ohio.
- (j) Assist the JEDD Board with developing appropriate fiscal controls.
- (k) Attend quarterly JEDD Board meetings as determined by the JEDD Treasurer.
- (l) Prepare payroll as directed by the JEDD Board.
- (m) Work closely with the City of Painesville Finance Department for collection and distribution of income tax.

The accounting services shall also include the anticipated future needs of the JEDD, including but not limited to any or all of the following activities:

- (a) Acquisition and sale of real estate by the JEDD.
- (b) Financing of infrastructure to support the growth of the JEDD territory.
- (c) Providing economic incentives to encourage business investment within the JEDD.
- (d) Application for and administration of grants on behalf of the JEDD.

### **Compensation of Accountant**

2. In consideration of the services to be performed by the Accountant, the JEDD shall pay to the Accountant the total sum of Two Thousand Seven Hundred Sixty Dollars

(\$2,760.00), annually, in equal monthly installments of Two Hundred Twenty Dollars (\$230.00), on or before the last day of each month on the account of the prior month.

### **Term of Agreement**

3. This Agreement shall become effective January 1, 2021, and shall continue in effect for a period of twenty-four (24) months and through December 31, 2022, unless as otherwise terminated as provided for by this Agreement. The foregoing twenty-four (24) month term notwithstanding, the Accountant shall further be required to provide all reasonable and necessary follow up accounting services subsequent to December 31, 2022, for any yearly financial statement preparation, audit assistance or related matters specifically related to the JEDD'S fiscal years of 2021 and 2022, inclusive. Any required post-December 31, 2022 accounting services provided to the JEDD by the Accountant shall be paid in accordance with the terms and conditions of this Agreement.

### **Indemnification**

4. The Accountant will indemnify, hold harmless and defend the JEDD from all liability, loss, damage or injury arising out of or incident to the performance of this Agreement, including, without limitation, all consequential damages.

### **Termination**

5. Should the JEDD at any time become dissatisfied with the Accountant's performance under this Agreement, the JEDD may terminate this Agreement immediately by giving written notice in writing to the Accountant. The JEDD shall be the sole judgment as to whether the performance of the Accountant is satisfactory.

### **Employment of Personnel**

6. The Accountant shall provide experienced and qualified personnel to perform or aid in performing the work required under this Agreement, and shall be responsible for and in full control of the work performed by such personnel.

### **Relationship Between Parties**

7. The parties to this Agreement acknowledged that the Accountant is a professional entity, self-employed, and that the relationship created by this Agreement is that of independent contractor between the JEDD and the Accountant. The Accountant is not an agent or employee of the JEDD and is not entitled to any benefits, if applicable, provided by the JEDD as an employer to its employees, including but not limited to health, Workers' Compensation, and unemployment insurance, and pension or employee benefit plans.

### **Work Standards**

8. The Accountant shall control the conduct and means of performing the work required under this Agreement. The Accountant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted accounting procedures.

### **Notices**

9. All notices or other correspondence relating to this Agreement must be in writing (including email or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or email (to be followed by personal or overnight guaranteed delivery, if requested), or by postage prepaid, registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended

recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

JEDD:

Concord Township-City of Painesville Joint Economic Development District  
7229 Ravenna Road  
Concord Township, Ohio 44077

Accountant:

NMS, Inc.  
8383 Mentor Avenue  
Mentor, Ohio 44060

**Separate Counterparts**

10. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. It shall not be necessary in approving this agreement to produce or account for more than one of those counterparts.

**Assignment**

11. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

**Attorney's Fees**

12. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**Ohio Law to Apply**

13. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lake County, Ohio.

**Parties Bound**

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrations, legal representatives, successors and assigns where permitted by this Agreement.

**Legal Construction**

15. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Entire Agreement**

16. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Any subsequent amendment must be in writing, signed by the parties to be enforceable.

*[Remainder of page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
day and year first above-written.

CONCORD TOWNSHIP-CITY OF PAINESVILLE  
JOINT ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**JEDD TREASURER’S CERTIFICATE**

The undersigned, as Treasurer of the JEDD, hereby certifies that the monies required to meet the obligations of the JEDD under this Agreement have been lawfully appropriated by the Board of Directors of the JEDD for such purposes and are in the treasury of the JEDD or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Section 5705.41 and 5705.44.

\_\_\_\_\_  
Treasurer  
Concord Township-City of Painesville  
Joint Economic Development District  
Lake County, Ohio

Date: \_\_\_\_\_