

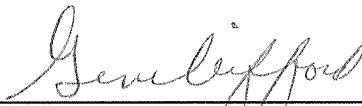
RESOLUTION NO. 2-95

**A RESOLUTION AUTHORIZING THE
MAYOR TO ENTER INTO AGREEMENT WITH
REGIONAL INCOME TAX AGENCY**

BE IT RESOLVED by the Council of the Village of Spencer,
Ohio, three fourths (3/4) of its members concurring herein as
follows:

That the Mayor of the Village of Spencer is hereby
authorized to enter into the agreement with the Regional Income
Tax Agency (R.I.T.A.); a copy of said agreement is attached
hereto and incorporated herein as "Exhibit A."

PASSED: February 22, 1995



GENE CLIFFORD, Mayor

ATTEST:



ROBIN M. COLEMAN, Clerk

AGREEMENT

Whereas, the Regional Income Tax Agency (R.I.T.A.) is a Regional Council of Governments formed pursuant to R.C. 167 for the purpose of collecting municipal income taxes; and

Whereas, R.I.T.A. currently is comprised of 63 member municipalities in the Council of Governments; and

Whereas, the Village of Spencer (Village) is not a member of R.I.T.A. but is desirous of obtaining certain services from R.I.T.A.; and

Whereas, R.I.T.A., as authorized by its Board of Trustees, is willing to provide such services as set forth herein.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1) Village agrees to pay to R.I.T.A. the sum of Five-hundred Dollars (\$500.00) within 30 days of receiving an invoice from R.I.T.A. which amount shall be full and complete payment to R.I.T.A. for the services set forth herein.

2) R.I.T.A. agrees to provide to Village a projection as to the amount of gross income taxes the Village can expect to collect

in the ensuing tax collection year.

3) The parties agree that the aforesaid projection to be compiled by R.I.T.A. is only an estimate and that there are no guarantees given by R.I.T.A. as to the accuracy of said projection since any said projection can only be based on data supplied to R.I.T.A., or accumulated by R.I.T.A., which is, not, in itself, warranted or guaranteed to be accurate. As such, Village assumes any and all risk of reliance upon said information and releases R.I.T.A. from any and all claims that may arise as to the accuracy of same and holds R.I.T.A. harmless and indemnifies R.I.T.A. therefore.

4) Village agrees to cooperate with R.I.T.A. by supplying to R.I.T.A. any and all information requested by R.I.T.A. and in the possession of Village or which is accessible to R.I.T.A.

5) R.I.T.A. agrees to provide Village with said projection no later than March 13, 1995 provided R.I.T.A. is supplied in a timely manner with any and all information requested.

6) Should Village make application to become a member of the aforesaid Council of Governments at any time within the 36 month period immediately following the execution of this Agreement, upon acceptance into the Council of Governments, R.I.T.A. agrees to provide a credit to Village of the sum paid pursuant to this Agreement against the cost of collection chargeable to Village

under the Council of Governments agreement in the first year of membership.

In witness whereof, the parties enter into this Agreement this _____ day of _____, 1995.

WITNESS:

VILLAGE OF SPENCER

BY: _____

Gene Clifford
MAYOR

Authorized by Ord/Res # _____

WITNESS:

REGIONAL INCOME TAX AGENCY

BY: _____

Lora Bokmuller
WILLIAM J. MCNEFF
EXECUTIVE DIRECTOR