

RESOLUTION 22-17

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH NEIGHBORHOOD STRATEGIES, LLC FOR ECONOMIC DEVELOPMENT SERVICES FOR THE VILLAGE OF HEBRON, LICKING COUNTY, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the Village Council finds it necessary to hire a company to provide Economic Development services for the Village of Hebron; and

WHEREAS, the Village of Hebron desires to authorize the Mayor and Village Fiscal Officer to enter a professional services agreement with Neighborhood Strategies, LLC for such services pursuant to the professional services agreement attached as “Exhibit A”; and

WHEREAS, emergency treatment is necessary to meet budget deadlines so as to preserve and protect the interests of the Village.

NOW THEREFORE, BE IT RESOLVED BY 2/3 OF THE MEMBERS ELECTED THERETO THE COUNCIL OF HEBRON, OHIO CONCURRING THAT:

Section I: The Council of the Village of Hebron authorizes the Mayor and Village Fiscal Officer to enter into a professional services agreement with Neighborhood Strategies, LLC for calendar year 2023 for Economic Development services for the Village of Hebron

Section II: The scope of services and payment amounts are outlined in the attached “Exhibit A”

Section III: This resolution shall take effect and be in full force at the earliest date allowed by law.

Passed this 25th day of January, 2023.

_____(on file)_____
James Layton, Mayor

Attest:

_____(on file)_____
Deborah Morgan, Fiscal Officer

Approved as to form: Wesley K. Untied, Village Solicitor

PROFESSIONAL SERVICE CONTRACT

1. **The Parties.** This Service Contract (“Agreement”) made January 25, 2023 (“Effective Date”), is by and between:

Service Provider: Neighborhood Strategies, LLC, with a mailing address of 62283 Cabin Hill Road, New Concord, Ohio, 43762 (“Service Provider”),
AND

Client: Village of Hebron, with a mailing address of 934 W. Main Street, Hebron, Ohio, 43025 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

2. **Term.** The term of this Agreement shall commence on December 1, 2022, and terminate on November 31, 2023.

3. **The Service.** The Service Provider agrees to provide the following: Economic Development Assistance.

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider is not obligated under this Agreement to perform the Service at a specific location unless otherwise mentioned or agreed upon by the Parties at the Service Provider's mailing address mentioned in Section I.

4. **Payment Amount.** The Client agrees to pay the Service Provider \$2,000.00 per month as a flat fee for performing the Service to the for Client Task 1 through Task 8 and \$125.00 per hour for Task 9 and Task 10 as shown in the attached Scope of Services

Hereinafter known as the “Payment Amount”.

5. **Payment Method.** The Client shall pay the Payment Amount on a monthly basis. Payment is non-refundable.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

6. **Retainer.** The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.
7. **Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time. Service provider shall track time spent on Task.
8. **Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.
9. **Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.
10. **Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to

the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

11. **Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.
12. **Independent Contractor Status.** Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.
13. **Termination of Professional Services Contract.** The parties may terminate this Contract at any time, for convenience or for cause, upon ten (10) days written Notice to the other party. In the event that the Client terminates the Contract for convenience, then it shall pay Service Provider for Contract Services satisfactorily performed by the Service Provider and for all associated expenses incurred therewith prior to the termination. Under no circumstance, in the event of termination of this Professional Services Contract, will the Service Provider be entitled to recover anticipated profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Professional Services Contract.
14. **Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

15. **Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.
16. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.
17. **Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.
18. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
19. **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Ohio.
20. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature __ (on file) _____ Date January 25, 2023

Print Name James Layton, Mayor

Service Provider's Signature _____ Date: November 21, 2022

Print Name: James W. Lenner

Attachment “A”

Scope of Services

Task 1 - Identify Village and non-Village property having potential for economic development opportunities.

Task 2 - Identify opportunities for the Village to address problems/issues and deliver responsive economic development programs and services.

Task 3 - Advise the Village on economic development negotiation agreements, implements economic growth plans for the Village and guides businesses with use of Federal, State and local assistance programs.

Task 4 - Identify and document economic development initiatives that will lead to job growth, business retention and higher wages with the Village.

Task 5 - Develops working relationships with area businesses, clients, real estate community, and schools to identify areas of concern in the promotion of business location and expansion within the Village of Hebron.

Task 6 – Evaluate and propose changes to the Village website to promote economic development in the Village.

Task 7 – Work with the Village to determine value in expansion of water and/or sewer services to property to ensure shovel-ready sites within and around the Village.

Task 8 – Evaluate water and sewer distribution line routes to best utilize Village assets for economic development purposes.

Task 9 – Provide professional planning and development assistance pertaining to zoning map amendments, annexation requests, zoning text amendments, site development plans, zoning applications and other planning and development permits requests.

Task 10 – Other requests made by the Mayor, Administrator or Village Council.