RESOLUTION 2019-09

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A CONTRACT WITH AMICK MUNICIPAL CONSULTING GROUP FOR OPWC CONSULTING SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the Village of Minerva Park seeks an experienced consultant to provide professional services related to an application for financial assistance for Round 34 of the State Capital Improvements Program administered by the Ohio Public Works Commission; and,

WHEREAS, the Village Council received a proposal from Amick Municipal Consulting Services outlining the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO, THAT:

Section 1. The Mayor and Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into an agreement for consulting services related to an application for financial assistance for Round 34 of the State Capital Improvements Program.

Section 2. The cost of the project shall not exceed $14,875 without further approval of Council.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 4. That this resolution is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the need to have a contract in place and to start the project within the proposed time; WHEREFORE, this resolution shall take effect and be in force from and after its passage.

/S/ Lynn Eisentrout
Lynn Eisentrout, Mayor

First Reading: March 25, 2019
Second Reading: Waived
Third Reading: Waived
Passed: March 25, 2019

ATTEST
/S/ Kim Pulley
Kim Pulley, Fiscal Officer

APPROVED AS TO FORM
/S/ Eugene Hollins
Solicitor
CONSULTING CONTRACT

(A) Parties. This contract made on the date stated at the end, between AMICK MUNICIPAL CONSULTING GROUP, LLC, an Ohio Limited Liability Company, hereafter called the "consultant" and the Village of Minerva Park, Ohio hereafter called "client"

Client is a municipal corporation. Consultant is a company organized to provide consultative and advisory services, including research, grant-writing, and other such services, to municipal corporations in regard to acquiring public financial assistance and other incentives to undertake community and economic development projects.

(B) Purpose of contract; consultant as independent contractor. Client and consultant mutually desire that consultant provide consulting and advisory services to the client as an independent contractor, and the purpose of this contract is to define the rights and duties of the parties as principal and independent contractor.

(C) Consultant's services. Consultant will render consulting and advisory services to client within consultant’s field of expertise. Such services shall be limited to the following: Application Development and Coordination Services and Advocacy Services. Client reserves the right to designate from time to time the particular subject matter or projects for consultant's services. As part of consultant’s services, consultant will review the work and findings of client's employees and agents concerning technical aspects of client's operations within consultant’s field of expertise and will give appropriate advice and suggestions.

(D) Consultant's compensation and expenses.

Client shall pay consultant at the rate of $125 per hour for services rendered under this contract. Travel time shall be counted as time performing services under this paragraph.

On or before the 30th day of each month, consultant shall submit to client a written statement of the hours worked and expenses incurred during the preceding month, for purposes of determining compensation and reimbursement for expenses. Any such statement shall be paid within thirty (30) days of the date the same is approved for payment by client, which such approval shall not be unreasonably delayed or withheld. Any payment which is not received within such thirty (30) day time period shall be subject to the assessment by consultant of a fifteen percent (15%) late payment penalty fee.

(E) Office support. Consultant shall provide staff, equipment and materials necessary to enable to perform the tasks required of consultant hereunder, however, upon the request of consultant, client shall make available to consultant an on-site work area, if consultant deems the same necessary for consultant to perform consultant’s duties under this contract effectively and efficiently. In addition to the foregoing, client shall make its employees, representatives and agents and records reasonably available to consultant for purposes of garnering such information as consultant may deem necessary to perform consultant’s duties under this contract effectively and efficiently.

(F) Preservation of confidentiality; work product. Consultant agrees to preserve the confidentiality of client in the exercise of this contract, and will not reveal or use any information which has not been published or disseminated, or is not otherwise a matter of public record or information, pertaining to client, except as is necessary to perform consultant’s duties under this contract.
Any work performed, and work product produced, by consultant shall remain the sole and exclusive property of consultant, and the release and use of the same shall remain within the sole and exclusive determination of consultant. Subject to the following, all final work product shall be produced by consultant for client in paper format, however, the same may be copied by client. In the event that submission of the work product in a digital and or other electronic media format is required by the public agency to which the work product is to be reviewed and assessed, such submission requirements shall be followed by consultant.

(G) Applicable Law; Dispute Resolution. The parties agree that this contract shall be governed by, and interpreted under, the Laws of the State of Ohio.

In the event that a dispute arises under any of the terms and condition of this contract, resolution of any such dispute shall attempted in the following order of action:

1. mutual resolution by the parties;

2. non-binding arbitration under the rules of the American Arbitration Association, or other mediation/arbitration entity of the parties mutual designation. The costs attributable to the same shall be equally divided between the parties; and,

3. litigation in court.

(H) Assignment. This contract is for personal services, and consultant may not assign or delegate any rights or duties under the contract without the written consent of client.

(I) Term. The term of this contract begins on the date of execution, and ends on completion of the project for which consultant is hired.

(J) Cancellation. Either party may terminate this contract before the expiration of the term upon thirty (30) days’ written notice to the other party.

(K) Notices. Any notice under this contract may be given to a party in person, or by mail at the address given in the first paragraph of this contract or such other address as the party may designate in writing.

(L) Entire agreement; amendment. This instrument contains the entire agreement between the parties. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

WITNESS the signatures of the parties.

[Date]

Amick Municipal Consulting Group, LLC ("Consultant")

By  

[Signature]  3-01-2019

Benjamin W. Amick, its Managing Member

("Client")

By  

[Signature], its