

**ORDINANCE NO. 2013-08-RC**

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT WITH SUGGS PROPERTIES, LLC, REGARDING CONSULTING SERVICES FOR THE GREENHILLS GOLF COURSE AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Greenhills desires to obtain the services of Suggs Properties, LLC; and

**WHEREAS**, Suggs Properties, LLC, has demonstrated to have expertise and experience to provide such services for the Village; and

**WHEREAS**, the Village and Suggs Properties, LLC, desire to memorialize the terms of said agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Greenhills, Ohio, five members elected thereto concurring:

**SECTION 1.**

That the Municipal Manager is hereby authorized to enter into a Consultant Agreement with Suggs Properties, LLC, substantially in the form of the Agreement attached hereto and incorporated herein by reference.

**SECTION 2.**

That the Finance Director is authorized to make payments to Suggs Properties, LLC, pursuant to the terms of said Consultant Agreement.

**SECTION 3.**

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the Agreement at the earliest possible date in order to plan the golf course operation for the 2013 season in a timely manner.

Passed this 5th day of March, 2013.

Bud Wolterman, VICE MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL

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## CONSULTANT AGREEMENT - INDIVIDUAL

This Agreement sets forth the terms between the Village of Greenhills (hereinafter "the Village" and Suggs Properties, LLC, having a mailing address at \_\_\_\_\_ (the "Consultant") with regard to the performance by Consultant of the services contemplated herein.

### RECITALS

WHEREAS, the Village desires to obtain the services of the Consultant; and

WHEREAS, the Consultant has demonstrated expertise and experience necessary to provide such services for the Village;

THEREFORE, the Village and the Consultant hereby agree to the following terms, obligations and conditions:

- 1. Description of Services.** The Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (the "Services"), attached hereto and incorporated by reference herein, to the Village. The Consultant agrees to perform the Services to the satisfaction of the Village during the term of this Agreement.
- 2. Payment.** In full consideration for the Services performed by the Consultant under this Agreement, the Village shall pay or cause to be paid to the Consultant a total fee of Twelve Thousand Dollars (\$12,000.00) in the first year of this Agreement. The total fee shall be payable pursuant to the schedule identified in Section 2 of Exhibit A to this Agreement, attached hereto and incorporated by reference herein, and upon submission of an invoice to Village by Consultant. Along with its invoice, the Consultant shall submit adequate documentation as may be requested by the Village. All payments due Consultant shall be made on a net 30 day basis. The Consultant agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Village will not deduct such taxes from any payments to the Consultant hereunder.
- 3. Term.** The Services to be performed by the Consultant under this Agreement shall start no later than April 1, 2013, and shall be completed no later than December 31, 2013. By mutual consent of Greenhills and Consultant, this contract may be renewed for five (5) additional one (1) year periods at a rate to be negotiated before commencement of each renewal period.
- 4. Confidentiality.** Subject to Ohio's Public Records Act, "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the Village or non-written information and data disclosed by the Village that is identified at the time of disclosure to the Consultant as confidential. The Consultant agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence.
- 5. Termination.** The Village may terminate this Agreement for material breach on thirty (30) days written notice, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon termination, the Village shall promptly pay Consultant for all services rendered and costs incurred up to and including the effective date of termination.
- 6. Representations and Warranties.** The Consultant represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Consultant also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Consultant agrees to hold

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Village and its respective employees, agents, assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that Village and its employees, agents, assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the use in any way of the Services.

**7. Independent Contractor.** The Consultant is an independent contractor and is solely responsible for maintenance and payment of any and all taxes and insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Consultant is not the Village's agent or representative and has no authority to bind or commit the Village to any agreements or other obligations.

**8. Mutual Responsibility.** Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

**9. Insurance.** The Consultant shall at its own expense obtain and maintain general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 general aggregate, to cover such liability caused by, or arising out of, activities of the Consultant and its agents and/or employees while engaged in or preparing for the provision of the Services. The Consultant shall furnish to the Village certificates of insurance evidencing that such insurance has been procured prior to commencement of such work and that the Village has been listed as an additional insured to such insurance.

**10. Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by first class mail addressed to the following individuals:

To the Consultant:  
Joel Suggs  
Suggs Properties, LLC  
33 Deerhill Lane  
Greenhills, Ohio 45218

To the Village:  
Evonne Kovach  
Municipal Manager  
11000 Winton Road  
Greenhills, Ohio 45218

**11. Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

**12. Amendment.** This Agreement constitutes the entire understanding between the Consultant and the Village with respect to the subject matter hereof and may not be amended except by an agreement signed by the Consultant and an authorized representative of the Village.

**13. Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Ohio.

**14. Conflict of Interest.** No article or service shall be purchased from any Village official or staff member.

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**15. Personal Use Prohibited.** Village funds shall not be expended for articles or services which are for the personal use of Village staff or its agents.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Village of Greenhills**

**Signature:** \_\_\_\_\_

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

**Full Legal Name of Consultant (the Consultant)**

**Signature:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Village of Greenhills**

**EXHIBIT A**

**Section 1 – Scope of Services:**

- Coordinate a pool of volunteer experts to advise and assist with the golf course operations.
- Generate creative and realistic ideas that can be implemented at the golf course
- Generate ideas for marketing the golf course, subject to approval of the Village
- Provide Village with accurate information in to be included in marketing materials, memberships, etc.
- Generate a calendar of events for the golf course
- Create “New Courses” and matching scorecards
- Coordinate timing of:
  - Grass mowing
  - Chemical treatments
  - Watering
- Recommend vendors for various grounds keeping tasks
- Responsible for collecting, counting, and forwarding to Village on a daily basis the deposits of all revenues
- Maintain records of the tee-times (computerized)
- Provide reports as requested by the Finance Director and/or the Municipal Manager

**Section 2 – Payment:**

**2013**

April	\$3,600
May	\$1,200
June	\$1,200
July	\$1,200
August	\$1,200
September	\$1,200
October	\$1,200
November	\$1,200