

**RESOLUTION NO. 2015-52-F**

**AUTHORIZING THE MUNICIPAL MANAGER TO EXECUTE AN AGREEMENT WITH SUGGS PROPERTIES, LLC, TO PROVIDE CONSULTING SERVICES FOR THE GREENHILLS GOLF COURSE**

**WHEREAS**, the Village of Greenhills desires to continue the services of Suggs Properties, LLC for the 2016 season at the Greenhills Golf Course;

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

Section 1. That the Municipal Manager is hereby authorized to enter into the Consultant Agreement with Suggs Properties, LLC, attached hereto as Exhibit A 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 Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 8<sup>th</sup> day of December, 2015.

David Moore, MAYOR /s/

Matt Sanders, CLERK OF COUNCIL /s/

## 2016 CONSULTANT AGREEMENT

This Agreement sets forth the terms between the Village of Greenhills (hereinafter "the Village" and Suggs Properties, LLC, having a mailing address at 33 Deerhill Lane, Greenhills, Ohio 45218 (the "Consultant") with regard to the performance by Consultant of the services contemplated herein in regards to the operation of the Village of Greenhills Golf Course.

WHEREAS, the Village desires to continue the services of the Consultant to operate the Village of Greenhills Golf Course; and 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 as are necessary to operate the Village of Greenhills Golf Course, 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. Use of Property.** The Consultant agrees to utilize the golf course property and any and all Village equipment for the sole purpose of maintaining and operating the Village of Greenhills Golf Course only as a golf course. Consultant agrees to make no changes, alterations or additions to the golf course, nor attach or affix any articles thereto, without first obtaining the Village's written consent. All alterations, additions or improvements, which may be made by either of the parties hereto, shall not be thereafter removed, but shall become the property of the Village. Any damage to the golf course property, shall be repaired by Consultant.

Consultant acknowledges that the Village will be making drainage improvements and swale erosion plantings within the golf course that will require specific maintenance by the Greenhills Service Department. Consultant agrees to not interfere or alter the plantings or swale improvements in any way, including but not limited to failing to maintain the other portions of the swale or obstructing the drainage flow.

**3. Payment.** In full consideration for the Services performed by the Consultant under this Agreement, the Village shall pay Consultant to operate the golf course a total fee of Thirty-two Thousand Dollars (\$32,000.00) minus certain expenses as outlined below. Payments shall be made 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.

From each monthly invoice, the Village will deduct the cost of advertisements, memberships, chemicals, vehicle/equipment maintenance, fuel, utilities, insurance, 3 months of port-o-let charges, and other costs associated with the operation of the golf course. Expenses will be reviewed with Consultant prior to the deduction of those amounts from the total monthly amount owed the Consultant.

**4. Term.** The Services to be performed by the Consultant under this Agreement shall start January 1, 2016, and shall be completed no later than December 31, 2016.

**5. 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.

**6. 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 thirty (30) 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.

**7. 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 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.

**8. Independent Contractor.** The Village has identified the Consultant as an independent contractor and no contributions will be remitted to the Ohio Public Employee Retirement System (OPERS) for the personal services the Contractor provides to the Village. Furthermore, it is the Consultant's sole responsibility 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 and to any employees or agents of the Consultant. 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.

**9. Conflicts of Interest.** Consultant recognizes that he is operating a Village facility and therefore, has an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Transactions with outside firms, including those in which Consultant has an interest, must be conducted within a framework established and controlled by local, state and federal procurement laws.

**10. 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.

**11. 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.

**12. 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

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

**14. 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.

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

**16 Personal Use Prohibited.** Village funds and property shall not be expended or utilized for articles or services which are for Consultant's personal use.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Village of Greenhills**

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

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

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

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

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

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

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

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

**Section 1 – 2016 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
- Creatively market the golf course, subject to approval of the Village
  - Actively court leagues/outing/school teams
- Generate a calendar of events for the golf course
  - Cincinnati Par-3-Way Golf Championship on Memorial Day Weekend
  - Others
- Perform grass mowing, chemical treatments, watering, etc. as needed
- Collect, count, and forward to the Village all *revenues per Village policy.*
- Maintain records of golf course use and submit to the Village on a monthly basis
- Provide the following reports to the Village on a monthly basis upon submission of an invoice:
  - Report of monthly revenues and expenses
  - Report of monthly use records
- Recommend pricing/fees to Municipal Manager, subject to Council approval.

**Section 2 – Payment:**

**2016**

Jan	\$1,000 minus monthly expenses, as outlined in Agreement.
Feb	\$1,000 minus monthly expenses and any expenses carried over from previous month
March	\$1,000 minus monthly expenses and any expenses carried over from previous month
April	\$3,000 minus monthly expenses and any expenses carried over from previous month
May	\$3,000 minus monthly expenses and any expenses carried over from previous month
June	\$3,000 minus monthly expenses and any expenses carried over from previous month
July	\$3,000 minus monthly expenses and any expenses carried over from previous month
August	\$3,000 minus monthly expenses and any expenses carried over from previous month
September	\$3,000 minus monthly expenses and any expenses carried over from previous month
October	\$3,000 minus monthly expenses and any expenses carried over from previous month
November	\$3,000 minus monthly expenses and any expenses carried over from previous month
December	\$5,000 minus monthly expenses and any expenses carried over from previous month