

EXHIBIT A: Resolution 23-2026

MASTER PROFESSIONAL SERVICES CONTRACT

Village of North Baltimore

205 North Main Street

North Baltimore, OH 45872

THIS PROFESSIONAL SERVICES CONTRACT is entered into as of **Effective Date (written-out)** (“Effective Date”) by and between Village of North Baltimore, with an address of 205 North Main Street, North Baltimore, OH 45872 (“Village”), and **Consultant**, having an address of **Consultant Address 1**, **Consultant Address 2** (“Consultant”).

For and in consideration of the mutual covenants, agreements, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village and Consultant agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 Capitalized terms have the following definitions:

- (a) **“Ethics Laws”** means all applicable federal and Ohio laws governing ethics, conflicts of interest, gifts, gratuities, and public contracting.
- (b) **“Claims”** means claims, damages, losses, liabilities, costs, expenses, judgments, and causes of action asserted by third parties.
- (c) **“Village”** means (i) the Village of North Baltimore, Ohio. Task Order
- (d) **“Village Services Site”** means a location owned, leased or controlled by Village where Services is performed.
- (e) **“Confidential Information”** means all financial, technical or other proprietary information, including all data, knowhow, trade secrets, agreements, documents, Records, designs, unpublished creative services, plans, drawings, codes, formulas, procedures, operations, strategies, pricing, statistics, discounts, rebates, schedules, maps, locations and all copies thereof, that may be furnished or disclosed, whether oral, written or electronic in form, to Consultant or its Affiliates by Village, or acquired by Consultant or its Affiliates, directly or indirectly, from Village. Further, Confidential Information includes all memoranda, notes, reports, documents, and other media containing any such Confidential Information as well as any copies, extracts, derivations, computer-generated studies, reports and data containing Confidential Information prepared by or for the benefit of Consultant or its Affiliates in connection with carrying out any Services hereunder, including that resulting from an inspection of any facility of Village. Confidential Information does not include information which Consultant can demonstrate (i) is or becomes generally available to the public through no breach of the obligations imposed by this Contract, (ii) was already known to Consultant or its Affiliates on a non-confidential basis prior to its disclosure, (iii) becomes available on a non-confidential basis from a third person who is not otherwise bound by a confidentiality agreement with either of the Parties, (iv) is independently developed by either Party without use of or reference to the Confidential Information and without violating any obligations under this Contract or, (v) is, subject to the requirements of this Contract, required to be disclosed in order to comply with Law. Any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in Consultant’s or its Affiliates’ possession or generally available to the public, but only if the combination itself and its principle of operation are in Consultant’s or its Affiliates’ possession or are generally available to the public. Confidential Information shall not include records that are required to be disclosed under Ohio public records laws.
- (f) **“Consultant”** has the meaning set forth in the preamble.

- (g) **“Contract”** means this Professional Services Contract.
- (h) **“Hourly Services”** means Services compensated based upon agreed hourly rates set forth in the applicable Task Order or other written authorization approved by the Village.
- (i) **“Default”** means (i) a Party fails to perform any of its material duties or obligations under this Contract, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach or default or (iii) a Party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar Law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.
- (j) **“Dispute”** means all controversies or Claims between the Parties that arise out of this Contract or the construction, interpretation, performance, breach, termination, enforceability or validity of this Contract or the commercial, economic or other relationship of the Parties, whether such controversy or Claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise.
- (k) **“Effective Date”** has the meaning set forth in the preamble.
- (l) **“Force Majeure”** means an event or occurrence which by the exercise of reasonable diligence the affected Party is or was unable to prevent or overcome and which prevents the affected Party from performing its obligations under this Contract; provided that “Force Majeure” will not include financial difficulty or encountering conditions generally inherent in the character of services contemplated in the scope of Services.
- (m) **“Indemnitees”** means The Village of North Baltimore and its elected officials, officers, employees, officers, boards, commissions, and authorized agents.
- (n) **“Law”** means any applicable treaty, constitution, charter, act, statute, federal, state and local laws, ordinance, code, rule, regulation, resolution, permit, order, decree, mandate, injunction, writ, directive, interpretation, or final non-appealable judgment adopted, enacted, issued, promulgated or ratified by any governmental entity and having the force of law, including, those laws affecting equal opportunity and business opportunities, wage and hour laws, labor laws, health and safety laws, national security laws, ABAC Law, Sanctions Law or environmental law.
- (o) **“Lump Sum”** means compensation based on an amount that includes all direct and indirect costs required, or that Consultant elects to spend, for completion of the Services in accordance with the Contract and Task Order.
- (p) **“Party”** means Village or Consultant.
- (q) **“Task Order”** means any Task Order and its attachments including, a Fee Schedule, job order and its attachments issued by Village in accordance with this Contract.
- (r) **“Fee Schedule”** means the rates agreed to in writing by the Parties.
- (s) **“Records”** means all drawings, flow diagrams, sketches, computer programs and printouts, computer data or other records, operating, technical and maintenance manuals, computer program and code documentation, data, and Task Order information, regardless, in each case, of its characteristics, media, physical form, or the manner it is recorded or stored.
- (t) **“Standard of Care”** means the ordinary professional skill and care exercised by members of the same profession practicing under similar circumstances.

- (u) **“Services”** means the professional services described in the applicable Task Order and all approved amendments thereto. **“Public Records”** means records subject to disclosure under Ohio Revised Code Chapter 149 and other applicable laws governing public access to records.
- (v) **“Village Representative”** means the Village Administrator or other individual designated by the Village to administer this Contract.

1.2 Unless the context clearly indicates otherwise:

- (a) words in the singular include the plural and words used in the plural include the singular; references to any Party include such Party’s successors and assigns but only if such successors and assigns are permitted by this Contract;
- (b) the words “include”, “includes” and “including” will be deemed to be followed by the words “without limitation”;
- (c) the words “herein”, “hereunder”, “hereof”, “hereto” and words of similar import will be deemed references to this Contract as a whole and not to any particular Section or other provision hereof;
- (d) any addendum, exhibit or schedule referenced in this Contract or a Task Order will be deemed incorporated into the Contract or Task Order;
- (e) any reference to any schedule, addendum, exhibit, instrument, standard, attachment to this Contract, or other document means such schedule, addendum, exhibit, instrument, standard, attachment to this Contract, or other document as amended, supplemented and modified from time to time pursuant to this Contract;
- (f) headings will be ignored in construing this Contract;
- (g) any reference to any Law means such Law, including all rules and regulations promulgated thereunder, as amended, modified, codified or reenacted, in whole or in part and in effect at the time of determining compliance or applicability;
- (h) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but not excluding” and “through” means “through and including”;
- (i) a reference to “writing” includes any means of reproducing words in a tangible and permanently visible form;
- (j) a reference to a “day” means a calendar day;
- (k) a reference to a “month” or “monthly” means a calendar month;
- (l) a reference to a “year” means 365 days or 366 days, as the case may be;
- (m) the language which governs the interpretation of this Contract is the English language and any communication and documentation related to this Contract will be in the English language;
- (n) a reference to “\$” means the lawful currency on the date hereof of the United States of America; and
- (o) the language of this Contract will be deemed to be the language the Parties have chosen to express their mutual intent. This Contract shall be interpreted consistent with applicable Ohio law governing municipal contracts.

ARTICLE 2 - TERM

- 2.1 This Contract will have a term of 5 years commencing on the Effective Date and ending on **Expiration Date (written-out)**.

Services will be started and will be completed on the dates specified in the applicable Task Order. The term of this Contract will, at Village's option, be extended until completion of any outstanding Task Order.

ARTICLE 3 - THE SERVICES

- 3.1 This Contract does not obligate Village to order services from Consultant nor does it obligate Consultant to provide services to Village, but the Contract will define the rights, duties and obligations of Village and Consultant for Services requested by Village and provided by Consultant. Services shall be performed by the Consultant pursuant to a Task Order.
- 3.2 The Village may, from time to time, request the Consultant to perform Services by issuing a Task Order defining the scope and requirements of the Services. The Consultant shall not commence Services until a Task Order has been issued by the Village, unless otherwise authorized in writing by the Village.

Task OrderTask OrderTask Order

- 3.3 Regarding Consultant's performance of the Services, time is of the essence. Consultant will complete the Services within the time limit detailed in the Task Order. Upon request by Village, Consultant will furnish a project schedule prior to commencement of the Services, and shall attend meeting reasonably necessary for completion of the Services. Village shall designate a Village Representative to administer the Contract and review Consultant performance.

ARTICLE 4 - CHANGES IN THE SERVICES

- 4.1 Services, deliverables, other services, duties and activities that can reasonably be inferred to already be included in the Services, even though not absolutely defined, will be considered part of the Services and will not constitute justification for a change in the Services.
- 4.2 Village may make minor changes in the Services not involving extra cost, without a written amendment. Village will provide the Consultant written notice in the form of a written amendment to the applicable Task Order of any other Village-directed change or, if approved, Consultant-proposed change to the scope of Services. Any increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Contract approved by Village will be considered full and final compensation for any and all delays and costs arising from or out of the change under consideration.
- 4.3 The Parties will use commercially reasonable efforts to resolve Disputes which may arise from changes made in accordance with this Article. However, Consultant will proceed diligently with performance of the Services, pending final resolution of any Dispute or request for relief arising out of the Contract or a written amendment to the applicable Task Order with regard to performance of the Services. In the event that such Dispute or request for relief is not resolved prior to the completion of the Services, the Parties will resolve any such Dispute or request for relief pursuant to Article 22.
- 4.4 Additional Service must be authorized in writing by the Village prior to performance.

ARTICLE 5 - COMPENSATION

- 5.1 Consultant shall be compensated for the Services in accordance with the applicable Task Order or other written authorization approved by the Village. Compensation may be based on a lump-sum amount, hourly rates, or another compensation method expressly approved by the Village.

- 5.2 Except as otherwise expressly authorized in writing by the Village, compensation paid pursuant to this Contract shall constitute full payment for all labor, supervision, overhead, profit, equipment, transportation, materials, administrative expenses, and all other costs incurred by Consultant in performing the Services.
- 5.3 Consultant will manage Consultant's costs and perform periodic and timely self-reviews to ensure compliance with this Contract. Consultant must give 30 days' advance written notice of any proposed changes to the Fee Schedule. Any proposed changes to the Fee Schedule will be sent to the attention of the Village Administrator, Village of North Baltimore. No change to the Fee Schedule will be effective until accepted by Village in writing and such change will apply prospectively from the date of Village's written acceptance, except as otherwise agreed to in writing by the Parties. Fee Schedule modifications made consistent with this Section will not require formal amendment of the Contract.

ARTICLE 6 - INVOICES AND PAYMENT

- 6.1 All invoices will include clear reference to the Contract and Task Order numbers. Each invoice will contain total charges and separately list any applicable labor costs, taxes, the total amount of any per diem costs and the total amount of costs for reimbursement of travel expenses, lodging and meals.
- 6.2 Subject to requirements in this Article, Village will pay undisputed invoices as follows: 30 days following receipt of such invoice by Village's Accounts Payable Department. Invoices are subject to review by the Village Fiscal Officer.
- 6.3 Village may, in good faith, dispute any charge contained in any invoice. Within 30 days of Village's submission to Consultant of notice of such Dispute, Consultant will either furnish Village with satisfactory proof as to the disputed charge or modify or withdraw such charge from the invoice. If Village disputes any charge, Village may withhold the disputed amount from any payment due under this Contract, without interest accruing thereon, and a right of setoff against any other amount due Consultant. The payment of an invoice will not preclude or affect Village's right to dispute any charge in any invoice. If the Parties have failed to resolve the Dispute asserted under this Section, the resolution of the Dispute will be determined pursuant to Article 22.
- 6.4 No payment made under this Contract will constitute or be deemed a waiver by Village of the performance by Consultant of any of Consultant's obligations hereunder and any payment withheld will be without prejudice to any other rights and remedies available to Village. Village will be under no legal or contractual obligation to pay any invoices of Consultant, or its vendors, received by Village more than 90 days after completion of the Services or termination of the Contract.

ARTICLE 7 - TAXES

- 7.1 Village will pay applicable excise, sales or use taxes, with respect to the Services. Village will furnish Consultant applicable exemption certificates or direct pay permits required or permitted by Law for use by Village regarding the imposition or payment of any applicable excise, sales or use taxes. Consultant will pay all taxes imposed on or measured by income, net worth, gross receipts, franchise and margin taxes, gross revenue, capital, and any employee related taxes of Consultant. In the event of a tax audit or information request from a taxing authority, the Parties will cooperate with timely sharing of information in a good faith and commercially reasonable manner as permitted by Law.
- 7.2 Consultant will provide to the Village a properly completed and executed IRS Form W-9 on or before execution of this Contract, and thereafter, upon Village's request. Consultant will cooperate with Village regarding any tax information and reporting requirements imposed upon Village pertaining to this Contract and to the payments made pursuant to this Contract. In the event Consultant fails to provide the required IRS Form W-9, Village may be required by Law to withhold and remit a portion of amounts otherwise due Consultant pursuant to this Contract. It is Consultant's responsibility to recover any portion of such amounts directly from the applicable taxing authorities and not from Village.

ARTICLE 8 - AUDIT RIGHTS

- 8.1 Consultant will retain and permit Village or its designee, Auditor of State, and other authorized governmental entities during normal business hours access to the following records for review, reconciliation and audit for a period of at least 5 years from the completion date of any Services or longer if required by Law:
- (a) For Lump Sum Services: documentation that invoices were paid in accordance with the milestone requirements set forth in the Task Order, if any, and supporting documentation related to reimbursement of travel expenses, if any.
 - (b) For all Services: U.S. Department of Transportation and OSHA records and reports, employee background security checks and all records and reports required by Law.
- 8.2 Consultant will respond in writing to Village within 30 days of submission by Village or its designee of its audit or reconciliation findings. Consultant will Services diligently with Village to resolve any differences with respect to the audit or reconciliation. Any adjustments or payments determined pursuant to any such audit, reconciliation, inspection or examination will be paid within 30 days, unless otherwise mutually agreed to by the Parties.
- 8.3 Each Party will be responsible for its own general and administrative costs and travel costs associated with any audit, reconciliation, inspection and examination.

ARTICLE 9 - WARRANTY

- 9.1 Consultant represents and warrants that it is experienced in the Services to be undertaken on behalf of Village, and that, for the duration of any Task Orders issued hereto, it possesses the skills and resources to complete the Services in accordance with the Standard of Care and has the authority to fulfill its obligations under this Contract. Consultant warrants that the Services will be performed by qualified, licensed, certified or trained servicers in accordance with the Standard of Care and in a manner protective of Consultant's employees, the public and the environment. Upon request, Consultant will provide Village with true and accurate copies of relevant Servicer licenses, certifications, or training records.
- 9.2 The representations and warranties set forth in Section 9.1 will expire on the date which is 2 years from completion of Services performed pursuant to a Task Order. Without waiving any other rights or remedies Village may have at law, if any warranties set forth in Section 9.1 fail, Consultant, at its sole cost, will, at Village's option, correct, repair or replace the defective Services and any damage to other services or material.
- 9.3 Services furnished by Consultant to correct defects will be further warranted for an additional 1 year from the date of Village's acceptance of such correction, repair or replacement. Consultant will reimburse Village for corrections, repairs or replacements made by Village if Consultant fails to take prompt and effective action to correct the failure of the warranty after Village's written notice. Village will be entitled to deduct the cost of such corrective Services from any monies due or becoming due Consultant; provided that, if no such monies are due, then Consultant will promptly pay Village the costs incurred for such corrective Services.

ARTICLE 10 - INSURANCE

- 10.1 Consultant will secure the insurance policies described below. Prior to commencement of the Services, Consultant will furnish Village with certificates of insurance which document that all coverages and endorsements required by Section 10.1(b), Section 10.1(c), Section 10.1(d) and Section 10.1(e) have been obtained; provided that Consultant is only required maintain one certificate of insurance with Village demonstrating the required coverages and endorsements in this Contract and any other agreement with Village or its Affiliates.

- (a) Servicer's compensation insurance in amounts to comply with any applicable state laws.
 - (b) General liability insurance in the amount of at least \$1,000,000.
 - (c) Automobile liability insurance in the amount of at least \$1,000,000.
 - (d) Professional liability insurance to cover claims arising out of the rendering of or failure to render any professional services, with a combined single limit of at least \$2,000,000 per occurrence.
 - (e) Errors and omissions (with cyber) insurance with a combined single limit of at least \$1,000,000 per occurrence.
 - (f) The insurance limits in this Section can be satisfied through any combination of primary and excess liability policies.
- 10.2 The general and business automobile liability policies will include Village as additional insureds for liabilities arising out of the performance under this Contract to the same and full extent of coverage provided to Consultant under those policies and to the full extent allowed under Law. Such policies will be non-contributory and primary to any other insurance of Village.
- 10.3 The errors and omissions (with cyber) insurance will provide coverage for Claims arising out of the rendering or failure to render any professional services and cybersecurity liabilities, including network security and privacy liability and related fines and penalties imposed. Such coverage will be maintained for a period of 2 years following the termination of this Contract.

ARTICLE 11 - INDEMNITY

- 11.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT WILL PROTECT, INDEMNIFY, HOLD HARMLESS, RELEASE, DISCHARGE AND DEFEND INDEMNITEES, JOINTLY AND SEVERALLY, FROM AND AGAINST ALL CLAIMS BECAUSE OF ANY ACT OR OMISSION, VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, BREACH OF ANY TERM OF THIS CONTRACT OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, IN EACH CASE, THAT ARISES OUT OF, IS RELATED TO, OR OCCURS IN CONNECTION WITH PERFORMANCE OF ANY DUTY, OBLIGATION, OR SERVICES CONTEMPLATED UNDER THIS CONTRACT. IT IS THE SPECIFIC AND EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING INDEMNITY OBLIGATIONS APPLY TO THE FULL EXTENT THAT THE LOSS OR DAMAGE IS NOT CAUSED BY VILLAGE'S FAULT OR NEGLIGENCE. CONSULTANT'S OBLIGATIONS AS SET FORTH IN THIS ARTICLE WILL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONSULTANT'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS OR REFUSAL TO DEFEND CONSULTANT OR VILLAGE. IN ADDITION, CONSULTANT WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY VILLAGE TO ENFORCE CONSULTANT'S OBLIGATIONS AS SET FORTH IN THIS ARTICLE OR TO ENFORCE CONSULTANT'S INSURANCE CARRIER'S OBLIGATIONS UNDER ARTICLE 10.**

ARTICLE 12 - DEFAULT

- 12.1 If either Party Defaults, the non-Defaulting Party may terminate this Contract or any Task Order and pursue available remedies of any nature, whether equitable or legal; provided that prior to the non-Defaulting Party exercising any of its remedies for such Default, the non-Defaulting Party will give the Defaulting Party written notice of the Default and, if such Default is of a nature that it can reasonably be cured by the Defaulting Party, specify a cure period that is reasonably linked to the facts and circumstances of such Default.

- 12.2 Village's continued confidence in the ability of Consultant to properly and expeditiously perform the Services is a substantial and material concern of Village. Consequently, if Village and Consultant enter into or have entered into any other agreements and Village exercises its termination rights pursuant to this Article, Village may, in Village's sole and absolute discretion, immediately terminate any other agreement between Village and Consultant. Additionally, in the event of an uncured or incurable Default by Consultant, Village may offset, setoff, or recoup amounts owing to Consultant under any other agreement between Village and Consultant for any losses, damages, costs, and expenses incurred by Village arising from such Default.

ARTICLE 13 - TERMINATION FOR CONVENIENCE

- 13.1 Consultant may terminate this Contract without cause and at any time by giving at least 30 days' advanced written notice to Village; provided that Consultant will not be permitted to terminate this Contract while any Services is not complete under any Task Order. Notwithstanding Village's receipt of a notice of termination, the Contract will remain in full force and effect until any Task Order is completed by Consultant or terminated by Village.
- 13.2 Village may terminate this Contract without cause and at any time by giving at least 30 days' advanced written notice to Consultant. Village may terminate a Task Order, in whole or in part, without cause and at any time. As of the effective date of any such termination: (a) Consultant will turn over to Village the product of the Services, whether completed or not; (b) Consultant will assign and Village will assume all obligations and will be entitled to all privileges of Consultant in connection with any Task Order issued prior to termination, including any contract which Consultant has entered into for the supply of services; and (c) Consultant will promptly submit to Village an accurate accounting, including reasonable supporting documentation, of all Services performed through the effective date of such termination consistent with this Contract and the Fee Schedule.
- 13.3 The total settlement price to be paid by Village to Consultant through the effective date of termination pursuant to this Article will be valued at rates and prices consistent with the Fee Schedule and will include compensation for all unpaid Services performed by Consultant and otherwise properly compensable pursuant to this Contract and the Fee Schedule. In no event will Consultant be entitled to anticipated profits or any damages because of such termination for Services not performed or not otherwise properly compensable pursuant to this Contract.

ARTICLE 14 - COMPLIANCE WITH LAW AND VILLAGE POLICIES AND RULES

- 14.1 Each Party will fully comply with Law in its performance of the Contract. Each Party will, to the extent applicable, abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based upon their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Also, to the extent applicable, each Party will comply with 29 CFR Part 471, Appendix A to Subpart A.
- 14.2 Each Party represents:
- (a) it and its Affiliates: (i) have adopted adequate procedures and policies designed to prevent it and any person or entity associated with the Party from undertaking any activity, practice, or conduct that would give rise to an offense under the ABAC Law; and (ii) have used reasonable efforts to ensure that any person or entity engaged by them to fulfill their respective obligations under this Contract will comply with ABAC Law.
 - (b) none of its' or its Affiliates' directors, officers, employees or agents, or any other person or entity acting on such Party's behalf, directly or indirectly (i) have offered, promised, authorized, given or received anything of value to any individual or entity for an improper purpose or to secure an

improper advantage in connection with this Contract, specifically including the provision of anything of value to any official of any government entity or any other individual or entity at the suggestion, request or direction of an official of a government entity, or for the benefit of an official of a government entity; (ii) have engaged in any other act in connection with this Contract that violated or would violate ABAC Law, specifically any act to obtain or retain business for, or direct business to, a Party; or (iii) have interacted with any government entity on behalf of the other Party as a third party intermediary.

- (c) it and its Affiliates: (i) have not received any notice alleging a potential violation of Law in connection with the Services; (ii) have not received a request for information from any government entity regarding ABAC Law or Sanctions Law in connection with the Services; and (iii) have not been the subject of any investigation, inquiry, or enforcement proceedings by any government entity regarding any offense or alleged offense under the ABAC Law or Sanctions Law in connection with the Services, and no such investigation, inquiry, or proceedings have been threatened or are pending.
- (d) it has not used any broker, agent, consultant or other intermediary in connection with soliciting, obtaining, negotiating or structuring this Contract or in connection with the subject matter to which it applies where the use of the broker, agent, consultant or other intermediary would cause such Party to breach Section 14.2(b), or where the actions of the broker, agent, consultant or other intermediary would breach this Section.

14.3 Each Party covenants that:

- (a) it and its Affiliates: (i) will maintain adequate procedures and policies designed to prevent it and any person or entity associated with the Party from undertaking any activity, practice, or conduct that would give rise to an offense under the ABAC Law; (ii) will use reasonable efforts to ensure that any person or entity engaged by them to fulfill their respective obligations under this Contract will comply with ABAC Law; and (iii) will create and maintain all financial settlements, billings and reports made in connection with this Contract accurately, fairly and in reasonable detail to reflect the relevant transactions in each Party's books and accounts in compliance with ABAC Law.
- (b) none of its' or its Affiliates' directors, officers, employees or agents, or any other person or entity acting on such Party's behalf, directly or indirectly (i) will offer, promise, authorize, give or receive, anything of value to any individual or entity for an improper purpose or to secure an improper advantage in connection with this Contract, specifically including the provision of anything of value to any official of any government entity or any other individual or entity at the suggestion, request or direction of an official of a government entity, or for the benefit of an official of a government entity; (ii) will engage in any other act in connection with this Contract that violated or would violate ABAC Law, specifically any act to obtain or retain business for, or direct business to, a Party; or (iii) will interact with any government entity on behalf of the other Party as a third party intermediary.
- (c) any equipment, materials or goods procured by Consultant in connection with the Services will not be purchased from, sold to or transported by a person or entity in contravention of any Sanctions Law, and such equipment, materials or goods will not be produced by, manufactured in, sourced from or transferred through any country, territory or region in contravention of any Sanctions Law.
- (d) it will not use any broker, agent, consultant or other intermediary in connection with performing this Contract or in connection with the subject matter to which it applies where the use of the broker, agent, consultant or other intermediary would cause such Party to breach Section 14.3(b), or where the actions of the broker, agent, consultant or other intermediary would breach this Section.
- (e) it will notify the other Party if it fails to satisfy any obligation set forth in this Section during the term of this Contract.

- 14.4 Village may request Consultant provide written certification of compliance with the obligations set forth in Section 14.2 and Section 14.3, which will be provided promptly following such request and signed by an authorized person. Consultant will also provide sufficient documentation that may be requested or required by any governmental entity, directly or indirectly, to evidence compliance with Sanctions Law, including documentation showing the supplier, ultimate consignee, origin, destination, or any other relevant information related to any equipment, materials or goods procured by Consultant in connection with the Services. Such documentation will be provided promptly following a Party's request, no later than the time necessary to enable compliance with the government entity's requirement or request.
- 14.5 Consultant shall comply with all public-records obligations applicable to Services. Consultant shall cooperate with Village regarding compliance with Ohio sunshine Laws.
- 14.6 Consultant shall comply with Ohio ethics and conflict-of-interest laws.
- 14.7 Consultant will abide by site-specific safety and security procedures of Village locations where Services is performed. Consultant will provide safety training to Consultant's employees in accordance with industry and training standards required by Law.
- 14.8 Village may request removal of any of Consultant's employees who, in Village's sole opinion, have engaged in improper conduct, are not performing Services in a satisfactory manner, or are not qualified to perform assigned Services. Consultant will promptly comply with such requests and a suitable replacement will be provided, at Consultant's sole expense, within 24 hours, or such other period as may be agreed by Village.

ARTICLE 15 - INDEPENDENT CONTRACTOR; NO PARTNERSHIP

- 15.1 Consultant will perform the Services pursuant to this Contract as an independent contractor. Village exercises no control over the means or methods of Consultant's performance of the Services.
- 15.2 Consultant covenants that none of Consultant's or its Affiliates' respective employees, agents, or representatives will be deemed to be employees, agents, representatives or third-party contractors of Village. Consultant is responsible for the timely payment of any and all employment-related taxes and any other Consultant employee obligations with respect to Services performed by or on behalf of Consultant or its Affiliates. No employee of Consultant shall be entitled to Village benefits.
- 15.3 This Contract is not intended to and does not (a) create a partnership, joint venture, or other relationship creating fiduciary, quasi-fiduciary, or similar duties and obligations between the Parties or any of their respective Affiliates, or (b) otherwise subject the Parties to joint and several or vicarious liability. Neither Consultant nor Village is authorized to take any action in any way whatsoever for or on behalf of the other, except as may be necessary to prevent injury to persons or property or as otherwise expressly provided in this Contract. This Contract will not establish exclusivity of business dealings between the Parties or their respective Affiliates.

ARTICLE 16 - FORCE MAJEURE

- 16.1 Within 7 days from the occurrence of a Force Majeure event, the affected Party will provide the other Party written notice of the occurrence of such Force Majeure event related to Services under a Task Order, including supporting evidence. Such affected Party's obligations under the Task Order will be suspended for the duration of the Force Majeure event. Within 30 days of the end of the Force Majeure event, the affected Party will remedy such situation and resume the full performance of its obligations under this Contract and the applicable Task Order. Such affected Party will continue performance of any obligation not affected by the Force Majeure event.

- 16.2 Nothing in this Article will be construed to relieve either Party of its obligation to pay monies due under the Contract.

ARTICLE 17 - CONFIDENTIALITY

- 17.1 Confidential Information will be used by Consultant solely for evaluating and performing Services requested by Village hereunder and Consultant may only disclose such Confidential Information to its representatives who are actively and directly participating in such evaluation or performance of the Services unless otherwise authorized by Village in writing. Consultant will be responsible for ensuring that its representatives keep the Confidential Information strictly confidential in accordance herewith, do not disclose or divulge the same to any unauthorized person and abide by the use restrictions contained herein.
- 17.2 Consultant will not disclose, advertise or publish any fact or detail related to the Services or this Contract to any third party, including the nature or type of Services Consultant has, may or will perform hereunder, unless otherwise authorized by Village in writing.
- 17.3 Upon the earlier of Village's request or completion of the Services, unless otherwise authorized by Village in writing, Consultant will (a) return all originals and copies of the Confidential Information to Village, (b) destroy any documents or reports developed by Consultant and embracing Confidential Information of Village, and (c) remove from electronic memory all Confidential Information. Upon request of Village, an officer of Consultant will certify such return, destruction and removal in writing to Village.
- 17.4 Notwithstanding anything to the contrary herein, (a) Consultant's obligations in this Article will expire on the date which is 5 years after the expiration or termination of this Contract; and (b) each Affiliate of Village is an intended third party beneficiary to this Contract for the sole purpose of enforcing the rights afforded it by this Article.
- 17.5 Notwithstanding Article 22, Village may apply to a court of competent jurisdiction for injunctive relief to stop any violation or threatened violation of the confidentiality or limited use obligations of this Article and for any legal or equitable relief related to such violation. Village will be entitled to injunctive relief for any violation of this Article.
- 17.6 Confidential Information does not include Public Records required to be disclosed pursuant to Ohio law.

ARTICLE 18 - PROPRIETARY RIGHTS

- 18.1 Consultant grants Village the right to use any product of the Services.
- 18.2 Consultant lawfully can provide the Services for Village and provide any associated deliverables to Village for Village's use in an unencumbered manner, without obligation to any third party. Further, Consultant lawfully can exercise its rights and performance obligations under this Contract, including its performance of the Services. Consultant represents that it can and will perform the Services pursuant to the Task Order without inclusion of Consultant trade secrets. Consultant will not include or otherwise disclose any trade secrets of Consultant or third parties with Village in the performance of the Services or otherwise, and any inclusion thereof will be included in the provision and transfer of the Services to Village pursuant to this Article.
- 18.3 Village will hold all right, title, and interest in and to all the Services performed by Consultant hereunder, including all intellectual property rights pertaining thereto, including any derivatives, improvements or modifications, and Consultant hereby irrevocably transfers, conveys and assigns to Village all of its right, title, and interest therein so that ownership of the Services and all copyrights, trademarks, patents and all other proprietary rights in and to the Services will be owned exclusively by Village. Further, all copyrightable Services will be considered a "services made for hire" by Consultant and Village will be the author of and owner of all rights in and to the Services. If the Services is not considered a services made for hire under 17 U.S.C.A. §§ 101 and 201(b), Consultant, without further compensation, hereby assigns all rights Consultant

may have in the Services to Village. Consultant waives any and all statutory moral rights in the Services which Consultant may have arising under U.S. copyright law, 17 U.S.C.A. § 1006(a), as well as any rights arising under any other federal, state, or foreign law that conveys any other type of moral right. Consultant will execute all documents, render assistance and take all action as may be required by Village to secure and enforce its rights in the Services. Neither Consultant nor its Affiliates will file any patent application, or seek any other form of intellectual property protection, for any intellectual property developed during, or arising out of, performance of the Services without the express prior written consent of Village. Neither Consultant nor its Affiliates will bring any Claims against Village, or any of their respective customers or vendors, based on any intellectual property right of Consultant or its Affiliates, or improvement thereof, to the extent employed in practicing the intellectual property resulting from Consultant's performance of the Services.

- 18.4 All Records created or prepared by Consultant for the benefit of Village pursuant to this Contract will be accurate and will be the property of Village and may be used by Village for any purpose. Consultant will deliver to Village physical possession of all Records upon completion of the Services or immediately upon such termination of the Services.
- 18.5 Consultant retains ownership of pre-existing intellectual property, software, templates, methodologies, and know-how.

ARTICLE 19 - ETHICAL BUSINESS PRACTICES

- 19.1 Consultant will comply with Ohio Ethics Law, Ohio conflict-of-interest requirements, Village ethics policies, and applicable procurement requirements.

ARTICLE 20 - SURVIVAL

- 20.1 Unless otherwise provided herein, the rights, duties and obligations in Section 3.3 and Articles 1 – Definitions and Interpretations, 4 – Changes in the Services, 5 – Compensation, 6 – Invoices and Payment, 7 – Taxes, 8 – Audit Rights, 9 – Warranty, 10 – Insurance, 11 – Indemnity, 14 – Compliance with Law and Village Policies and Rules, 17 – Confidentiality, 18 – Proprietary Rights, 22 – Dispute Resolution, and 23 - Miscellaneous survive any expiration or termination of the Contract and will continue in full force and effect.

ARTICLE 21 - ELECTRONIC SIGNATURES

- 21.1 Village and Consultant acknowledge that this Contract may be executed utilizing an electronic signature process. By signing electronically, the Parties further acknowledge that they each have read, understand and are bound to the terms and conditions hereof in the same manner as if the Parties had signed this Contract with handwritten original signatures.

ARTICLE 22 - DISPUTE RESOLUTION

- 22.1 Any Dispute will be resolved in accordance with the following:
- (a) **NEGOTIATION.** Within 60 days following delivery of a notice of a Dispute from one Party to the other Party, the representatives of each Party with requisite settlement authority will meet and negotiate in good faith to resolve such Dispute.
 - (b) **MEDIATION.** If a Dispute cannot be settled by direct negotiations within 60 days following delivery of a notice of such Dispute, any Party may initiate mandatory, non-binding mediation hereunder by giving the other Party a notice of mediation. Each Party will be represented by one or more senior representatives who will have authority to resolve any Disputes.
 - (c) **LITIGATION.**

- (i) Only after mediation has occurred in accordance with Section 22.1(b), either Party may bring an action or proceeding in respect of such Dispute, or portion of such Dispute that remains unresolved, whether in tort or contract or at law or in equity.
- (ii) Exclusive venue shall be the Court of Common Pleas, Wood County, Ohio.

ARTICLE 23 - MISCELLANEOUS

- 23.1 **ASSIGNMENT.** Consultant will not assign this Contract, or any performance of this Contract, including any right to payment, without Village's prior written consent. Any attempted assignment in violation of this Section will be void and will in no way release Consultant from its obligations under this Contract.
- 23.2 **GOVERNING LAW.** This Contract shall be governed by Ohio law.
- 23.3 **ENTIRE CONTRACT.** This Contract, any Task Order issued hereunder and attachments to this Contract or any Task Order constitute the entire agreement with respect to the Services. No terms, conditions, acknowledgements, proposals, prior course of dealings, course of performance, usage or trade, understandings, Task Orders, oral promises, agreement or warranties purporting to modify, vary, supplement or explain any provision of this Contract and no prior or subsequent agreement adding to, altering or waiving any term, condition or provisions hereof will be valid and enforceable unless in writing and signed by both Parties. In the event of any conflict between the terms and conditions in the Contract and those contained in the Task Order, the terms and conditions of the Contract will control.
- 23.4 **AMENDMENTS.** Except as otherwise expressly set forth herein, this Contract will not be modified, in whole or in part, except by a written amendment signed by both Parties and expressly identified as an amendment or modification. Any attempt by either Party through any document to vary any of the terms of this Contract will be deemed void.
- 23.5 **CONSPICUOUS. TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS CONTRACT IN BOLD-TYPE FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY LAW.**
- 23.6 **SEVERABILITY.** Each clause and provision of this Contract is severable. If any clause or provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, all other clauses or provisions of this Contract will remain in full force and effect in such jurisdiction and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. If any clause or provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Contract, such clause or provision will be restricted in applicability, reformed to the minimum extent required for such clause or provision to be enforceable or the Parties will amend or otherwise modify this Contract to replace such clause or provision with a valid and enforceable clause or provision giving effect to the intent of the Parties.
- 23.7 **THIRD PARTY BENEFICIARIES.** Except as otherwise expressly provided in this Contract, the provisions of this Contract are solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person or entity has any Claim or other right under this Contract.
- 23.8 **NOTICES.** Except as otherwise indicated herein and until otherwise specified, notices and other communication to each Party will be addressed as follows:

Village

Village of North Baltimore
205 North Main Street
North Baltimore, OH 45872
Attention: Village Administrator

Email: NBAAdmin@northbaltimore.gov

Consultant

Consultant Tagged Name

Consultant Address 1

Consultant Address 2

Attention: Attention

Email: Counterparty Email

For all notices of Disputes under this Contract, notices to Village will be addressed as follows:

Village of North Baltimore
205 North Main Street
North Baltimore, OH 45872
Attention: Village Administrator

Each Party may change its address for notice by notice to the other Party in the manner set forth above. Any notice required or permitted hereunder will be deemed given (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid; (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the Party to whom the notice is being given at the address set forth above for such Party; and (c) if delivered by email, when a delivery receipt is received by the sending Party.

- 23.9 WAIVER. Neither action taken nor inaction pursuant to this Contract will be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained herein by the Party committing such action or inaction. A waiver by any Party of a particular right, including breach of any provision of this Contract, will not operate or be construed as a subsequent waiver of that same right or waiver of any other right.
- 23.10 PUBLICITY. Consultant and its Affiliates will not use Village's name, trademarks or logos in any manner without the prior written consent of Village. No photographs, videos, images, depictions, recordings, social media posts or any other media, now known or developed in the future, will be taken or made by Consultant concerning the Services or any of Village's property without the prior written consent of Village.
- 23.11 FUNDING NON-APPROPRIATION. The obligations of Village are contingent upon annual appropriation of funds.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract as of the Effective Date.

Consultant Tagged Name

Signed By: _____

Printed Name: _____

Title: _____

Village of North Baltimore

Signed By: _____

Printed Name: _____

Title: _____