

VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (“**Agreement**”) is made as of March 9, 2022 (the “**Effective Date**”), by and between the MIAMI COUNTY LAND REUTILIZATION CORPORATION, a county land reutilization corporation duly formed under Ohio law (“**Land Bank**”), and the UNIVERSITY OF DAYTON (“**Vendor**”, and collectively with the Land Bank, the “**Parties**” and each a “**Party**”).

RECITALS:

A. The Board of Directors of the Land Bank (the “**Board**”), adopted Resolution No. 2022 - 03 on February 9, 2022, approving and authorizing the execution of this Agreement, which such action is evidenced by **Exhibit A**; and,

B. The Land Bank, in order to further its economic development objectives under Ohio Revised Code Chapters 1724 and 5722, seeks to advance certain workforce development services and economic and community development services (the “**Services**”), with the Vendor proposing the means of accomplishing such Services as set forth in the Supply and Demand for Childcare in Miami County, Scope of Services (the “**Proposal**”), attached hereto and incorporated herein as **Exhibit B**; and,

C. The Vendor has the requisite personnel, facilities, and equipment available to provide the Services for the Land Bank; and,

D. The Land Bank and Vendor desire to enter into this Agreement for the Vendor’s provision of Services to the Land Bank, all in accordance with Ohio law and the terms and conditions of this Agreement.

NOW, THEREFORE, the Land Bank and Vendor acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

ARTICLE I TERM OF CONTRACT

1.1 The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2022, unless otherwise terminated earlier as provided below (the “**Initial Term**”). This Agreement may renew for one (1) consecutive year, subsequent to the Initial Term, pursuant to the written agreement of the Parties hereto (the “**Renewal Period**”).

**ARTICLE II
DUTIES OF THE CONSULTANT**

2.1 The Vendor will provide the Services to the Land Bank materially in the form and phasing as set forth in the Proposal. It is fully understood and agreed that Vendor is an independent contractor and is not, and shall not, hold itself out to others as an agent, employee, or other representative of the Land Bank. Vendor has no authority to enter into contracts or agreements on behalf of the Land Bank. The Board may, at its discretion, provide Vendor with direction as to the Services provided by Vendor hereunder, but Vendor is solely responsible for determining the means and methods of performing the Services.

2.2 The Land Bank and Vendor agree that they may amend, in writing, from time to time, the Services to be provided. The Parties acknowledge and agree the Services to be provided under this Agreement are not in the nature of legal or accounting services.

2.3 Vendor shall ensure that the Services are provided in a manner that is consistent with applicable federal, state, and local laws and regulations and Resolution No. 2022-[_]. The Land Bank shall have the right to refuse Services from or sought to be furnished by Vendor under this Agreement for any lawful reason.

**ARTICLE III
COMPENSATION**

3.1 The Board shall compensate Vendor for the provision of Services in an amount not to exceed Two Thousand and 00/100 Dollars (\$2,000.00), which such amount represents the Board's full and complete payment for the Services performed hereunder.

3.2 All invoices with respect to Services that have been completed satisfactorily in accordance with the terms of this Agreement will be paid by the Land Bank within thirty (30) days of submittal. If the Land Bank questions any portion of the invoices and delays in paying a portion pending resolution of the questions, the undisputed amount requested for payment will be paid by the Land Bank in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such questions, unless instructed otherwise in writing by the Land Bank, the Vendor shall continue to furnish services to the Land Bank, and the Land Bank shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The Board and the Vendor agree that, during the term of this Agreement, the Vendor shall be engaged by the Board as a consultant solely on an independent contractor basis, and the Vendor will therefore be responsible for all its business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers'

Compensation and Unemployment Compensation coverage, if any. The Board shall issue a 1099 for all monies paid to the Vendor.

**ARTICLE IV
CONTRACT TERMINATION**

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party. Termination of this Agreement shall not affect the continuation of the obligations of either Party incurred during the term of the Agreement.

**ARTICLE V
ENTIRE AGREEMENT**

5.1 This Agreement is the entire agreement between Vendor and the Land Bank and supersedes any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Vendor and the Land Bank, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together are to constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement. Neither Party shall transfer or assign this Agreement without the other Party's written consent.

**ARTICLE VI
GOVERNING LAW**

6.1 This Agreement shall be construed in accordance with the laws of the United States and the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

MIAMI COUNTY LAND
REUTILIZATION CORPORATION

UNIVERSITY OF DAYTON

By: 

By: _____

Title: BOARD PRESIDENT

Title: _____

Date: MARCH 9, 2022

Date: _____

EXHIBIT A

Authorizing Resolution

[Insert Land Bank Approving Resolution No. 2022 - 03

Resolution 2022-03
Approved February 9, 2022

RESOLUTION TO APPROVE SCOPE OF SERVICES AND ENTER INTO A CONTRACT WITH DR. RICHARD STOCK, DIRECTOR, UNIVERSITY OF DAYTON BUSINESS RESEARCH GROUP, FOR COUNTYWIDE CHILD CARE SUPPLY AND DEMAND ASSESSMENT.

WHEREAS, Dr. Richard Stock, Director, University of Dayton Business Research Group, submitted to the Miami County Land Reutilization Corporation a written scope of services titled "Supply and Demand for Child Care in Miami County," and;

WHEREAS, the scope of services contained sub-sections titled "Estimating Supply of Licensed Child Care," "Estimating Demand for Child Care," and "Deliverable;" and;

WHEREAS, the scope of services satisfies a need to assess child care supply and demand in Miami County and will establish measures, gaps, and opportunities for further in-depth analysis; and,

WHEREAS, the board of directors deliberated this matter at a meeting open to the public in full compliance with the law and found it to meet their satisfaction.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI COUNTY LAND REUTILIZATION CORPORATION:

Section 1. That Mr. Wade Westfall, Board Chair, may sign the contract on behalf of the Miami County Land Reutilization board of directors

Section 2. That the Board Chair signature serves to engage Dr. Richard Stock, on behalf of the University of Dayton Business Research Group, to complete the above referenced assessment.

At the regular Board meeting of February 9, 2022, Mr. Titterington moved the adoption of the foregoing resolution, seconded by Mr. Oberdorfer and the motion passed unanimously.

EXHIBIT B

Supply and Demand for Childcare in Miami County

Scope of Services

A. Estimating Supply of Licensed Childcare (10 hours)

1. BRG will pull down the list of 45 ODJFS/ODE licensed providers for Miami County from the ODJFS web site.
2. For each provider, last inspection data on enrollment by age and hours of operation will be utilized to develop a supply of licensed childcare spots considering differences in start and ending times for ODE programs and ODJFS programs
3. Infer based on 8 years of Montgomery County data likely use of family and private home unlicensed providers

B. Estimating Demand for Childcare (10 hours)

BRG will utilize data from the American Community Survey to estimate the demand for childcare based on tables defining

1. labor force participation for adults by family status and age of children and
2. labor force participation for mothers with children under 12 months

C. Cost of Effort \$2,000

D. Deliverable

A short report providing a summary of the supply of licensed childcare with detailed information on existing providers and an estimate of the current demand for childcare.