

**RESOLUTION AUTHORIZING A CONTRACT WITH SHERMAN
JEWETT TO PROVIDE CONSULTING SERVICES**

WHEREAS, the City of Syracuse (the “City”) has requested assistance from the Syracuse Urban Renewal Agency (hereinafter “SURA”) in regards to the retention of Sherman Jewett (the “Consultant”) to provide consulting services related to public relations, strategic planning and communication services focusing on municipal finance issues, urban development issues, and advocacy for the City of Syracuse (hereinafter the “Contracted Work”); and

WHEREAS, the Consultant has specialized knowledge and experience with regards to the Contracted Work; and

WHEREAS, a copy of the proposed contract is attached to this resolution as Exhibit “A” and incorporated herein (hereinafter the “Contract”); and

WHEREAS, City and SURA consider the Consultant to be a Sole Source for the purposes of this Contract and as such SURA has not conducted a competitive bid process with regards to the Contracted Work; and

WHEREAS, The City shall reimburse SURA for any expenses related to the Contract; and

WHEREAS, SURA’s final costs associated with the contract shall be Zero Dollars (\$0.00); and

NOW THEREFORE, BE IT RESOLVED, that SURA approves of the Contract and authorizes its Chair to execute the Contract and bind SURA thereto; and

BE IT FURTHER RESOLVED, that SURA’s treasurer or the designee of the treasurer shall be authorized to invoice the City with regards to Contract costs and to accept payments from the City to cover any of SURA’s costs associated with the Contract; and

BE IT FURTHER RESOLVED, that any documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA’s counsel; and following such approval by counsel, SURA further authorizes its Chair to execute said documents on behalf of SURA.

DATED: December 27, 2016

SYRACUSE URBAN RENEWAL AGENCY

By: _____

Stephanie A. Miner, Chair

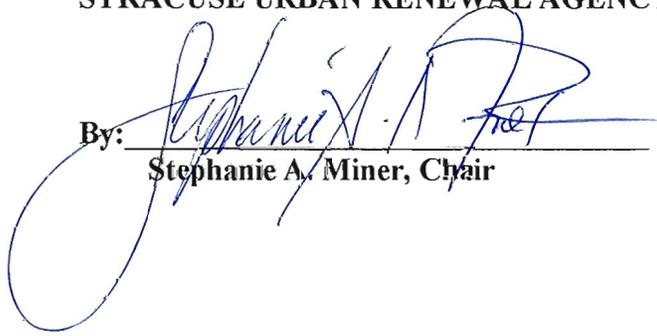


EXHIBIT "A"

CONSULTING AGREEMENT

This Agreement (the "Agreement") is made effective as of the 29th day of January 2017 and entered between Sherman Jewett, a consultant, located at 218 Elm Street, Albany, New York 12202 (hereinafter referred to as "Consultant"), and the Syracuse Urban Renewal Agency (hereinafter referred to as "SURA"), 201 East Washington Street, 6th Floor, Syracuse, New York 13202 . In consideration of the covenants and conditions hereinafter set forth, SURA and Consultant agree as follows:

1. SERVICES

Provide public relations, strategic planning and communication services focusing on municipal finance issues, urban development issues and advocacy for the City of Syracuse (the "City"), as requested from time to time by SURA's Chair (the "Chair") or the Chair's authorized designee.

2. COMPENSATION

In return for performing the above work, SURA agrees to pay Consultant One Hundred Seventy-Five Dollars (\$175.00) per hour of work performed with a guaranteed minimum of eight (8) hours of work totaling One Thousand Four Hundred Dollars (\$1,400.00) per month during the term of the Agreement. The Consultant shall not work or bill for more than Seven Thousand Dollars (\$7,000.00) for any given month without the express approval of or request by the Chair.

Out-of-Pocket Expenses:

The following items are considered Out-Of-Pocket Expenses and will be passed through to SURA with no additional mark-up:

- Reasonable Travel – travel by automobile will be reimbursed at current IRS mileage rate. All other forms of travel must have prior approval. Travel will be reimbursed up to Four Hundred Dollars (\$400.00) a month subject to receipt verification by SURA or its designee and approval of final payment by SURA.
- Consumable expenses - Any costs associated with photocopying, printing, and direct cost with no mark-up. Expenses in excess of One Hundred Dollars (\$100.00) a month shall require prior approval by SURA as necessary and usual business expenses.
- Sub-contract of services with prior approval of SURA.

3. TERM

This Agreement shall be effective as of January 29, 2017 and unless terminated earlier by SURA being reached, the Agreement shall terminate on December 31, 2017.

During the term of the Agreement, SURA may terminate the use of Consultant's services at any time with or without cause and without further obligation to Consultant; however, SURA must provide a minimum of thirty (30) days' notice of termination.

Termination of this Agreement or termination of services shall not affect the provisions under Section 5 or Section 7, hereof, which shall survive any termination.

4. **PAYMENT**

CONSULTANT will be paid for Work performed under this Agreement as follows:

For the term of the Agreement:

- SURA shall make monthly payments payable within thirty (30) days of SURA's receipt of the Consultant's invoice after receipt of the invoice from Consultant.

Out of pocket expenses will be billed in next billing cycle after they are incurred. Terms for all payments due Consultant are agreed by the SURA to be NET THIRTY (30) DAYS.

5. **CONFIDENTIALITY AND OWNERSHIP**

(a) Consultant recognizes and acknowledges that SURA and its members, agents, and employees possess certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of the SURA or its members, agents, and employees or the agents or employees of the City relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Consultant, or (b) information that subsequently becomes public through no act or omission of the Consultant. Consultant agrees that Consultant shall not, at any time following the execution of this Agreement, use or disclose in any manner any Confidential Information.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Consultant in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by SURA and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Consultant hereby irrevocably and exclusively assigns to SURA, its successors, and assigns, all right, title, and interest in and to all such materials.

6. **RETURN OF MATERIALS**

On termination of this Agreement, or whenever requested by the parties, the Consultant shall immediately deliver to SURA all property in its possession, or under its care and control, belonging to SURA or the City, including but not limited to, proprietary

information, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers. Consultant will not retain any such materials.

7. **INDEMNITY**

Both parties agree to indemnify, defend, and hold each other and their successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by either party. Provided, however, the Consultant shall indemnify and defend SURA, its officers, employees, and agents from and against any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with the Consultant's negligence, willful misconduct or intentional acts.

8. **RELATIONSHIP OF PARTIES**

Independent Contractor Relationship

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall either party assume or create any obligations, debts, accounts or liabilities for the Client or the other party.

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that she will neither hold himself out as, nor claim to be, an officer or employee of SURA or the Client.

This Agreement does not constitute a hiring by SURA or Client. It is the parties' intention that Consultant shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Tax Law relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code and any other benefit payments and third party liability. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and SURA or the Client shall not be liable for any obligations incurred by the Consultant unless specifically authorized in writing. The Consultant shall not act as an agent of SURA or the Client ostensibly or otherwise, nor bind SURA or Client in any manner whatsoever.

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify SURA and Client for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Client or SURA as a result of independent contractor's failure to make such required payments. At the Company's request, Independent Contractor shall provide proof of payment of required tax payments.

In addition, the Consultant shall provide SURA with a completed W-9 for IRS reporting, a certificate of Workers Compensation Insurance and proof of auto insurance meeting the New York State minimum requirements.

9. **OTHER ACTIVITIES**

Consultant is free to engage in other independent contracting activities, provided that Consultant does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Consultant's attention as to interfere with the proper and efficient performance of Consultant's services there under. Prior approval by SURA for any serious consideration to an entity in competition or conflict with SURA or the City. Consultant agrees not to induce or attempt to influence, directly or indirectly, any employee of SURA or the City to terminate his/her employment and work for Consultant or any other person.

10. **DRAFTING AMBIGUITIES.**

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. Each Party to this Agreement has contributed to the drafting of the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

11. **MISCELLANEOUS**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

(b) **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(c) **Amendment.** This Agreement may be amended only by a writing signed by Consultant and as authorized by SURA Resolution.

(d) **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision,

covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(e) Notices. Any notice, request, consent, or approval to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the first paragraph of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep Client and SURA current as to their business and mailing addresses, as well as telephone and e-mail address.

Notices to be delivered to Client or SURA shall not be effective until a carbon copy of the notice shall be delivered to:

City of Syracuse Department of Law
City Hall Room 300
233 East Washington Street
Syracuse, NY 13202

(f) Jurisdiction and Venue.

Jurisdiction and venue for any claim arising out of this Agreement shall be restricted to any Court of competent jurisdiction in the State of New York and County of Onondaga.

[No Further Text – Signature Pages Follow]

IN WITNESS WHEREOF the Parties have set their hands, as of the date and year first written above.

Consultant:

By: _____
Sherman Jewett, Consultant

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, personally appeared **Sherman Jewett**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SURA:

By: _____
Stephanie A. Miner, Chair

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of, 2017, before me, the undersigned, personally appeared **Stephanie A. Miner**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public