

# **AGREEMENT FOR CONSULTING SERVICES: *VISION ACCOMPLISHED***

## **1. PARTIES:**

This is a one-year service contract (Agreement) between the Village of Great Neck Plaza (Village), and Vision Accomplished (Contractor). The Agreement shall commence January 17, 2022 and renew automatically unless either party advises to amend or to terminate the contract effective thirty days from written notice or as parties may otherwise mutually agree for the benefit of the community.

## **2. SERVICES PERFORMED BY CONTRACTOR:**

*Vision Accomplished* will provide the following services in return for a monthly retainer:

- Implement and administer Commercial Rehabilitation;
- Implement and administer other downtown enhancement programs;
- Implement and administer a complimentary commercial downtown sign program;
- Advise the Village regarding available funding for the above programs and assist the Village in obtaining such funding.

## **3. TIME FOR PERFORMANCE:**

Work under Agreement is predominantly focused on use and exchange of federal Community Development Block Grant funds (CDBG) allocated to the Village annually from September 1 to August 31 and other grant funds as may be acquired. Contractor will perform the number of tasks required to accomplish goals and objectives envisioned by Village through CDBG expenditure, and identified by Contractor as necessary to accomplish those tasks. Time spent on behalf of Village shall include work done at Village Hall, at Contractor's office locations, at project sites, at a partner's location (*e.g.*, Nassau County offices, project contractor offices) and while at a conference or meeting on behalf of Village or any location as directed by Village.

## **4. PAYMENTS:**

Contractor will transmit a Village claim form each month for payment of \$2,650.00 paid either weekly or bi-weekly as the Village prefers.

It is understood that Contractor will administer programs independently with Village guidance/decisions when necessary to attain Village directives, as well as relying on the Village to complete and submit the requisite federal, state or county paper work where and when required, assisted by Contractor as needed. Moreover, this proposal presumes Contractor's oversight of the Village's CDBG budget with knowledge of all planned expenditures or transfers contemplated by the Village during program years.

When the Village finds it necessary to engage Contractor for additional work, Contractor will charge an hourly fee for services as follows:

Principal:	\$140.00 per hour;
Associates:	\$125.00 per hour;

Hourly billing will be in 20 min intervals. Principal, Tom Savino will perform consulting work for the Village of Great Neck Plaza.

Disbursements will be added for costs of commercial printing; special mailings; cost of conference calls; and cost of travel if needed for meetings in state or federal offices outside Nassau County (upon prior

approval from Village). Village will pay Contractor in advance of the next work period. Work performed through any subcontractor, for the benefit of Village and as approved by Village in advance, shall be billed separately by subcontractor and paid through voucher submission in the normal course of business. Such subcontractor work is separate from and shall not be counted toward referenced remuneration to Contractor.

## **5. RECORD CREATION**

All documents, data, worksheets, correspondence, reports, analysis, and other records created by Contractor, through work of Contractor or by others at the request of Contractor in the course of the services to be performed by the Contractor pursuant to this Agreement shall be and remain the property of Contractor. This Agreement contemplates the creation of a limited number of records needed to be retained by Village in the normal course of business (e.g., work orders, invoices, resolutions, contracts). To the extent the Village requires any other records in order to follow up the implementation and funding of the work described in paragraph 2, the Contractor will transmit or have those records submitted directly to Village when outside the normal course of Village business and such exchange is within Contractor's control. Contractor shall not assume any responsibility for Village's acquisition or retention of any record.

## **6. LIMITED LIABILITY**

Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Village under this Agreement for damages, costs and expenses shall be limited to the actual loss to Village but not to exceed the compensation received by Contractor under this Agreement related to such loss. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Village's premises to the extent such actions or omissions were not caused by Village or any party outside the full control of Contractor.

## **7. TERMINATING THE AGREEMENT**

Either party may terminate this Agreement at any time by giving 30 days written notice of termination. Contractor shall be entitled to full payment for services performed up to the date such services end. If Village desires that no services be rendered beyond the date of Contractor's receipt of the notification of termination, said notification must expressly state this fact.

## **8. EXTENSION OF AGREEMENT TERM**

This Agreement shall automatically renew, retaining all terms, until either party files proper notice that this Agreement shall end or that terms should be renegotiated upon conclusion of the term of the Agreement referenced herein.

## **9. INDEPENDENT CONTRACTOR STATUS**

The parties intend Contractor to be an independent contractor in the performance of services. Contractor and Village agree to the following rights consistent with an independent contractor relationship:

- Contractor will have the right to control and determine the methods and means of performing the contractual services;

- Contractor has the right to perform services for others during the term of this Agreement;
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement;
- Village shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

**10. ADDITIONAL AGREEMENTS**

Village and Contractor understand that Contractor is not representing Village as an attorney at law nor legal counsel within this Agreement. Village should not rely on any legal opinion offered by Contractor to answer any question of law.

**11. WAIVER**

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

**12. SEVERABILITY**

If any duly authorized court of law renders judgment that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

**13. EFFECTIVE DATE OF AGREEMENT:**

**VILLAGE**

Incorporated Village of Great Neck Plaza  
 2 Gussack Plaza  
 Great Neck, NY 11021

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Ted Rosen, Mayor

**CONTRACTOR**

*Vision Accomplished*  
 66 Virginia Avenue  
 Plainview, New York 11803-3520

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Thomas V. Savino  
 President, *Vision Accomplished*