

**RESOLUTION NO. 2022-35**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A ONE YEAR AGREEMENT WITH CHRIS HAYNES DBA CROW'S NEST DIGITAL MEDIA FOR MARKETING AND MEDIA PRODUCTION SERVICES AT A MONTHLY RATE OF \$1,500.00.**

**WHEREAS**, in an effort to broaden our social media and marketing presence, the LPFA entered into a trial agreement with Chris Haynes DBA Crow's Nest Digital Media for marketing and media production services; and

**WHEREAS**, his work has been widely recognized and has dramatically increased our public presence; and

**WHEREAS**, the board of directors wishes to expand the scope of work and services for a period of one year,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Lorain Port Authority:

**SECTION I.** That the Executive Director or his designee is hereby authorized to enter into a contract with Chris Haynes DBA Crow's Nest Digital Media for marketing and media production services for calendar year 2023 at a rate of \$1,500.00 per month.

**SECTION III.** It is found and determined that all formal proceedings and actions of this Board concerning and relating to the passage of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal Requirements, including Section 121.22, of the Ohio Revised Code.


**Ayes: 8**

**Nays: 0**

**Abstain: 0**

**Adopted: 12/13/2022**

  
Brad Mullins, Chairman

  
Tom Brown, Executive Director

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made at Lorain, Ohio, as of this \_\_\_ day of \_\_\_\_\_, 2022 , by and between LORAIN PORT AUTHORITY, governmental entity with its successors and assigns is herein called “PORT AUTHORITY”, and Crow’s Nest Digital Media who is herein called “Independent Contractor”, is to Evidence that:

**WHEREAS**, Port Authority desires to engage Independent Contractor and Independent Contractor desires to render professional services for Port Authority as an independent contractor under the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Port Authority and Independent Contractor (herein collectively called the “Parties” and individually the “Party”) agree as follows”

### **1. Engagement**

- A. Upon the terms and conditions of this Agreement, Port Authority hereby engages Independent Contractor to render professional services as an independent contractor to Port Authority and Independent Contractor hereby agrees to provide such professional services including content creation, marketing and social media presence for the Port Authority during the Performance Period (as defined herein).
- B. Both Parties acknowledge Independent Contractor’s status as an independent contractor under this Agreement and that, therefore, Port Authority shall have no duty, responsibility , or obligation: (a) to withhold and/or pay FICA taxes or Federal, State or local income and other taxes, and/or (b) to comply with or contribute to State Workers’ Compensation and/or State or federal Unemployment Compensation funds or to comply with any other laws relating to employees with respect to Independent Contractor, and/or (c) to provide Independent Contractor with any Port Authority fringe benefits or other benefits available to Port Authority employees.

### **2. Term**

The term of this Agreement (herein called the “Agreement Term”) shall commence on the date of January 1, 2023 and shall continue for a year long period until December 31, 2023.

### **3. Fees**

- A. In return for the marketing services rendered hereunder by Independent Contractor as outlined in the attached **Scope of Work**, Port Authority shall pay Independent Contractor one thousand five hundred (\$1500.00) Dollars per month for services related to providing content creation, marketing and social media content to port authority by Independent Contractor during the Performance Period pursuant to this Agreement.
- B. Independent Contractor shall provide an invoice to Port Authority at the beginning of every month, and Port Authority shall pay Independent Contractor said Fees by the 15<sup>th</sup> day of every month of the Performance Period.
- C. Port Authority’s obligations under this Section 3 are expressly conditioned upon Independent Contractor’s continued and faithful performance of an adherence to each and every covenant, warranty, representation, duty and obligation assigned to or made by Independent Contractor hereunder.

### **4. Duties and Responsibilities**

- A. Independent Contractor shall render services to the Port Authority including but not limited to content creation on all subject matters of the Port Authority which may include photos, videos, drone footage, etc. on all areas of the Port Authority's mission, the development of marketing materials from this content in order to continue to educate the public on the workings of the Port Authority, and the continuation of content preparation for all social media platforms to continue to enhance the Port Authorities brand and keep a presence on the web.
- B. All content created by Independent Contractor during the duration of this contract shall be owned expressly by the Port Authority, giving the Port Authority the right to keep this content at the conclusion of this contract and do as they will with any and all content created. Independent Contractor has the express direction to provide this content in an easily and accessible fashion for Port Authority, during and at the conclusion of this contract.
- C. Independent Contractor shall have the ability to set their own hours of work and choose their location of work as well. Port Authority shall request Independent Contractor to attend, be involved in to a degree, certain events, subject matter, press conferences and Independent Contractor shall do their best to attend in order to capture and create content on such subject matter. Port Authority shall help guide Independent Contractor on subject matter that they would like covered and content created on.
- D. Independent Contractor shall maintain records on behalf of Port Authority relating to the services performed under this Agreement. Such records shall be maintained in a manner acceptable to Port Authority.

**5. Indemnity**

Independent Contractor shall indemnify the Port Authority for any injury to any person and damage to the property of any person which results from the acts or neglect of the Independent Contractor.

**6. Termination**

Either Party may terminate the Agreement Term upon the other Party's breach or violation of any of its obligations, duties, covenants, representations or warranties made in this Agreement. If the Port Authority does not like the content or quality of work that is being produced, the Port Authority has the right to terminate at any time.

**7. Jurisdiction and Venue**

- A. This Agreement is signed, executed and consummated in the City of Lorain. County of Lorain, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.
- B. Port Authority and Independent Contractor hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Lorain County, Ohio.
- C. For all disputes, controversies and litigation arising under this Agreement, port Authority and Independent Contractor hereby (jointly and individually) submit to the personal jurisdiction of the State Courts of Lorain County, Ohio.

**8. Prohibition Against Assignment**

- A. Independent Contractor's duties, obligations and services rendered under this Agreement are personal in nature and are unique and peculiar to Independent Contractor. Therefore, without Port Authority's prior written consent, Independent Contractor shall not assign, transfer, sell, encumber, pledge or otherwise alienate Independent Contractor's duties, obligations, responsibilities or rights under this Agreement.

B. If the Independent Contractor attempts to affect any of the foregoing, Port Authority shall thereupon have the continuing right and option to terminate this Agreement Term at any time, without notice or demand, and without further Port Authority obligation or liability hereunder.

**9. Miscellaneous**

- A. This Agreement constitutes the entire agreement between Port Authority and Independent Contractor and all prior written or oral negotiations, representations, arrangements and/or agreements regarding the subject matter herein are merged into and superseded by this Agreement. Port Authority and Independent Contractor acknowledge that there are no oral or other written understandings, arrangements and/or agreements between the Parties relating to the subject matter of this Agreement.
- B. All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any other such provision.
- C. No waiver by Port Authority or Independent Contractor and no refusal or neglect of Port Authority or Independent Contractor to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party.
- D. This Agreement may be amended, altered or changed only through a written document signed by Independent Contractor and Port Authority.
- E. For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

LORAIN PORT AUTHORITY

INDEPENDENT CONTRACTOR

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Thomas Brown, Executive Director

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Chris Haynes, Founder