

CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of January 1, 2020 until October 31, 2020 between the Lake County Board of Commissioners (the "Board") and Project Finance Solutions, LLC, an Ohio limited liability company ("Consultant").

A. The Board desires to engage the consulting services of Consultant, subject to the terms and conditions hereinafter set forth.

B. Consultant desires to provide consulting services to the Board subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement; Consulting Services. The Board hereby engages Consultant, and Consultant hereby agrees to serve the Board, as a consultant providing to the Board the consulting services set forth on Schedule A (the "Consulting Services"), attached hereto and made a part hereof, as requested from time to time by the Board or their designee. The provision of the Consulting Services to the Board will be provided by Brian P. Durdle ("Durdle") or such other individual employee of Consultant as mutually agreed upon by the parties hereto. The Board understands and acknowledges that both Consultant and Durdle have and will continue to have other engagements during the term of this Agreement. The Consulting Services will be rendered by Consultant in a professional and timely manner.

2. Term and Termination. The term of this Agreement will commence on January 1, 2020 and terminate on October 31, 2020. Either party may terminate this Agreement upon no less than one (1) day prior written notice to the other. It is anticipated that the Consulting Services will be completed in a mutually agreed to timeframe between the Board and the Consultant.

3. Compensation. In consideration for the services rendered hereunder, Board shall pay Consultant on one of the following bases:

_____	Project Basis:	_____
_____	Daily Basis:	_____
_____	Monthly Basis: \$4,000. Not to exceed \$40,000.00.	_____

4. Expenses. Not applicable.

5. Invoices. Consultant shall send invoices to the Board, not more than once a month, for any amounts owed from the previous month. Such invoices shall include sufficient information to detail the previous month activities.

6. Reliance on the Board's Information. The Board acknowledges and agrees that Consultant, in performance of its duties under this Agreement, will be relying on the truth, completeness, and accuracy of the written documentation delivered and the verbal communications made by the Board and its agents to Consultant and Durdle in connection with the Consulting Services.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Any litigation that arises out of this Agreement must be brought in a court of competent jurisdiction within Lake County, Ohio.

8. Amendments. No amendment or modification of any provision of this Agreement will be effective unless made in writing signed by each of the parties hereto which specifically references this Agreement.

9. Assignment. Any attempt by a party hereto to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other will be void.

10. Independent Contractor Relationship. Consultant will serve as an independent contractor to the Board pursuant to the terms and conditions of this Agreement, and this Agreement does not create and will not be construed to create a relationship of principal and agent, joint venture, partnership, employer and employee, master and servant or any similar relationship between Consultant and the Board, and the parties hereto expressly deny the existence of any such relationship.

11. Employment or Engagement of Consultant's Representatives. During the term of this Agreement, the Board agrees not to make an offer to, or accept an offer from, any employee or representative of Consultant, including, without limitation, Durdle, to employ such person on a full-time or substantially full-time basis, or to engage or retain such person as a consultant to the Board, without advance written permission from Consultant.

IN WITNESS WHEREOF, each party has executed and delivered this Agreement by its duly authorized officer as of the date first above written.

BOARD:

Lake County Board of Commissioners

By: _____

Its: _____

CONSULTANT:

Project Finance Solutions, LLC

By: _____

Brian P. Durdle, President

SCHEDULE A

CONSULTING SERVICES

1. Strategic public affairs and communication services to achieve desirable outcomes as defined by the Lake County Board of Commissioners. Outcomes may include successful economic development project support, regulatory support, and state or federal policy guidance.