RESOLUTION NO. 2022-32

A RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE THOMAS J. EVANS FOUNDATION

WHEREAS, the Licking County FRAMEWORK project (the "Project") is a collaborative planning/visioning project that represents fifteen jurisdictions throughout Licking County who will most immediately be impacted by the anticipated development associated with the construction of two Intel Fabs in Licking County and the secondary growth resulting from supplier location; and,

WHEREAS, while the catalyst for the Project's planning is Intel, the Project will be broad and will focus on Licking County's overall growth; and,

WHEREAS, the Thomas J. Evans Foundation is the Client with Planning NEXT, 75 West Third Ave, Columbus, Ohio, the Consultant on the Project. As the Client, the Foundation will be the point of contact with the Consultant. As a neutral convener, the Foundation will work to facilitate collaborative planning across all the participating jurisdictions; and,

WHEREAS, the Project's cost is a not-to-exceed sum of \$461,400 ("the Project Cost"). The Projected Cost of the Project will be funded as a public/private partnership with 65% funded by private resource and 35% funded by the fifteen jurisdictions referred to as the Focus Area.

WHEREAS, the details for the Project are more thoroughly described in the SCOPE of WORK and CONTRACT date 7/18/22 (collectively herein the "SOW"), which is attached; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Granville, Ohio in consideration of the foregoing, Village Council does hereby authorize The Village Manager to enter into the attached MOU and hereby authorizes the payment of the \$7,000 fee.

Section I. The Village Manager is hereby authorized to enter into a Memorandum of Understanding with the Thomas J. Evans Foundation in collaboration for the Licking County FRAMEWORK project. A copy of the Memorandum of Agreement is attached hereto and marked as Exhibit A.

Section II. This resolution shall take effect immediately upon passage.

Passed this 7th day of September, 2022.

Mayor, Melissa Hartfield

ATTEST:

Autumn Klein, Clerk of Council

APPROVED AS TO FORM:

William Mattes, Law Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of Sept 7, 2022 by and between The Thomas J. Evans Foundation (the "Foundation") and the Village of Granville.

RECITALS:

- A. The Licking County FRAMEWORK project (the "Project") is a collaborative planning/visioning project that represents 15 jurisdictions throughout Licking County who will most immediately be impacted by the anticipated development associated with the construction of two Intel Fabs in Licking County and the secondary growth resulting from supplier relocation.
- B. While the catalyst for the Project's planning is Intel, the Project will be broad and will focus on Licking County's overall growth.
- C. The Thomas J. Evans Foundation is the Client with Planning NEXT, 75 West Third Avenue, Columbus, Ohio, the Consultant on the Project. As the Client, the Foundation will be the point of contact with the Consultant. As a neutral convener, the Foundation will work to facilitate collaborative planning across all the participating jurisdictions.
- D. The Project's cost is a not-to-exceed sum of \$461,400 (the "Projected Cost"). The Projected Cost of the Project will be funded as a public/private partnership with 65% funded by private resources and 35% funded by the 15 jurisdictions referred to as the Focus Area.
- E. The details for the Project are more thoroughly described in the SCOPE of WORK and CONTRACT dated 7/18/2022 (collectively herein the "SOW"), which is attached as Exhibit A.

AGREEMENT:

For and in consideration of the below mutual promises and understandings, the sufficiency of which is hereby acknowledged, the undersigned agree to the following terms and conditions:

- The above recitals are true and accurate to the best of the knowledge of all parties. 1.
- The Village shall pay \$7,000 to participate in the Project, as detailed in the SOW, and shall do so 2. by reimbursing the Foundation upon invoice from the Foundation.
- When said payment is made by the Village, the Village shall officially be a participant in the 3. Project, as detailed in the SOW, with a proverbial "seat at the table" for the Project's collaborative planning.
- 4. The Foundation shall work with the Village, and all Project participants, as a liaison with the Consultant, communicating relevant information to and from the Commissioners.
- This Memorandum of Understanding shall not be amended except in a writing signed by both 5 parties.
- This Memorandum of Understanding shall remain in effect until the Project is completed or 6. terminated in a writing signed by both parties.

1

The Thomas J. Evans Foundation

By: Shick R. Wallace Sarah R. Wallace, President and CEO

By: Soury W. Herkman Sarah W. Heckman, Secretary

Village of Granville, Village Manager

Herb Koehler