

## Agreement of Services

### **I. Identification of Parties**

This Agreement made and entered into as of this \_\_\_\_\_ day of June, 2016 is by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City," and Shellae Blackwell, a Virginia sole proprietorship, having a principal place of business at 201 Monticello Mews #102, Hampton, Virginia 23666 hereinafter referred to as "Contractor."

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth below, agree as follows:

### **II. Scope and Term of Work**

This Agreement shall commence immediately upon the Effective Date abovementioned, shall remain in full effect until the completion of services hereunder, and terminate on June 30, 2017, unless terminated earlier pursuant to section XI below.

Contractor shall:

- A. Facilitate neighborhood leadership engagement in activities regarding crime reduction, code enforcement, and youth violence prevention;
- B. Promote a positive perception by residents and civic leaders of city staff and services;
- C. Strengthen neighborhood leadership and their ability to manage neighborhood issues;
- D. Support the development of strategic community partnerships to leverage additional resources to address neighborhood issues;
- E. Serve as a liaison for the Community Coalition for the Prevention of Youth Violence;
- F. Plan and implement appropriate workshops for neighborhood stakeholders designed to educate and engage the community;
- G. Assist in identifying and building relationships with community stakeholders;

- H. Develop and maintain relationships with community stakeholders in the Safe & Clean identified areas;
- I. Develop relationships with City staff within the Police Division, Property Maintenance Division, and other related departments; and
- J. Support the work of the Housing & Neighborhoods Services staff in engaging neighborhoods to enhance the quality of work that they provide in the community.

**III. Consideration**

In consideration of the work to be performed by Contractor, as set forth under paragraph II entitled Scope of Work, the City of Hampton agrees to pay Contractor a total of \$52,530 in equal monthly installments beginning on the Effective Date in section I above through June 30, 2017.

**IV. Time**

Time is of the essence in this Agreement. Contractor expressly acknowledges that in the performance of its obligations, the City of Hampton is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

**V. Non-Assignment**

Contractor shall not assign its rights and duties under this Agreement without the prior written consent of the City.

**VI. Applicable Law and Venue**

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

#### **VII. Hold Harmless - Indemnification**

The Contractor assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor shall indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials arising out of any acts or omissions on the part of Contractor. Contractor shall not be responsible or liable in any manner for acts or omissions by any City employee, venue employee, City official or subcontractor, or any other participant engaged or hired by the City of Hampton or any other party other than Contractor.

#### **VIII. Modification**

There may be no modification of this Agreement, except in writing, executed by the authorized representatives of the City and Contractor.

#### **IX. Compliance with All Laws**

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. Contractor does not and shall not during the performance of this Agreement knowingly employ an

unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

## **X. Insurance**

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance.

### **A. General liability automobile insurance.**

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without 30 days prior written notice to the City.

## **XI. Termination with Cause**

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Paragraph I of this Agreement.

Unless otherwise provided, Contractor shall have 20 business days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination of this Agreement, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City of Hampton and provisions herein with respect to opportunity to cure default shall not be applicable.

## **XIII. Renewal**

This Agreement may be renewed for one additional one year term upon terms and conditions mutually agreeable to the City and Contractor.

**XIV. Entire Agreement**

This Agreement represents the entire agreement of the parties, rescinding and superseding all previously written agreements and all oral understandings between the parties.

WITNESS, the following signatures

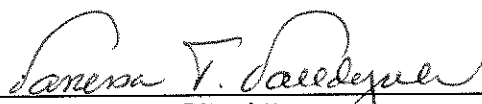
THE CITY OF HAMPTON, VIRGINIA

SHELLAE BLACKWELL

By: \_\_\_\_\_  
Mary B. Bunting  
City Manager

By: \_\_\_\_\_  
Shellae Blackwell

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
City Attorney