

RESOLUTION

RESOLUTION NO. 2026-07

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH TOM VANDERHORST FOR PROFESSIONAL DEVELOPMENT AND CONSULTING SERVICES FOR THE BUTLER COUNTY FINANCE AUTHORITY.

WHEREAS, the Butler County Finance Authority requires specialized professional consulting services to support its economic development initiatives, project management, and strategic growth; and

WHEREAS, Tom Vanderhorst possesses extensive, high-level experience in large-scale economic development, corporate site projects, and municipal revitalization—including notable work on the AWS Data Center in Fayette County, the Honda Battery Plant project, and the downtown redevelopment initiative in Mansfield; and

WHEREAS, representatives of the BCFA Board of Directors have conferred with Mr. Vanderhorst and determined that his expertise aligns precisely with the current and future needs of the Authority; and

WHEREAS, Mr. Vanderhorst has agreed to provide professional consulting services to the BCFA as a 1099 independent contractor, with an anticipated time commitment of approximately fifteen (15) to twenty (20) hours per week; and

WHEREAS, an Independent Contractor Agreement outlining the specific terms, scope of work, compensation structure, and insurance requirements has been attached hereto as Exhibit A for the Board to review;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Butler County Finance Authority, that:

Section 1: Approval of Agreement. The Board hereby approves the retention of Tom Vanderhorst as a 1099 independent contractor to provide professional consulting services to the BCFA.

Section 2: Authorization to Execute. The President & CEO is hereby authorized and directed, in the name and on behalf of the BCFA, to execute the Independent Contractor Agreement with Tom Vanderhorst, reflecting an estimated commitment of 15 to 20 hours per week.

Section 3: Compensation and Funding. Compensation for services rendered under said Agreement shall be paid from available operating funds, subject to the terms and caps set forth in the finalized contract.

Section 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED BY the Board of Directors of the Butler County Finance Authority, this 27th day of May, 2026.

Motion to pass Resolution by Direction Brian Fox, Seconded by Director Talbott Moon.

Brenda Grant Chair, Butler County Finance Authority

Attest: John A. Smith President & CEO, Butler County Finance Authority

EXHIBIT A

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made as of this 27th day of May, 2026, by and between the **Butler County Finance Authority (BCFA)**, an Ohio non-profit corporation located at 300 High Street, Hamilton, OH 45011 ("BCFA"), and **Sir Grant Development Services LLC**, an Ohio limited liability company LLC (the "Contractor").

1. Scope of Services

The Contractor agrees to provide economic development consulting services BCFA. These services include, but are not limited to:

- Assisting in the development of partnerships between local governments, non-profit entities and developer entities.
- Providing market analysis or feasibility studies for BCFA-led initiatives.
- Providing guidance and development consulting services for the real property throughout all Butler County communities as directed by BCFA and its clients.

2. Independent Contractor Status

- **No Employment Relationship:** The Contractor is an independent contractor and not an employee of BCFA. The Contractor is not entitled to any benefits, including health insurance, paid time off, or retirement contributions.
- **Taxes:** As a 1099 contractor, the Contractor is solely responsible for all federal, state, and local taxes, including self-employment tax. BCFA will issue a Form 1099-NEC at year-end.
- **Control:** The Contractor shall determine the method, details, and means of performing the services, provided they meet BCFA's quality standards.

3. Compensation and Expenses

- **Fees:** BCFA shall pay the Contractor \$125/hour.
- **Invoicing:** The Contractor shall submit monthly invoices detailing work performed, Payment is due within 30 days of receipt.
- **Expenses:** BCFA shall reimburse the Contractor for permissible business expenses (travel, supplies, etc.).

4. Term and Termination

- **Term:** This Agreement begins upon its execution and ends upon termination by either party.
- **Termination for Convenience:** Either party may terminate this Agreement with three days' written notice. The Contractor will be entitled to payment for work performed prior to receipt of notice of termination.

- Termination for Cause: BCFA may terminate this Agreement immediately if the Contractor breaches any material term or fails to perform services to BCFA's Satisfaction.

5. Confidentiality and Work Product

- Confidentiality: The Contractor may have access to sensitive donor information or strategic plans. The Contractor agrees to keep all non-public information confidential during and after the term of this Agreement.
- Ownership: All reports, data, and materials created by the Contractor specifically for BCFA (the "Work Product") shall be the sole property of BCFA.

6. Liability

- Indemnification: The Contractor agrees to indemnify and hold BCFA harmless from any claims, damages, or legal fees arising out of the Contractor's performance or negligence.
- Insurance: Contractor shall maintain Professional Liability insurance with an annual aggregate limit of not less than \$1,000,000, naming BCFA as an additional insured on a primary and non-contributory basis. Contractor and its insurer hereby waive all rights of subrogation against BCFA. Prior to beginning services, Contractor shall provide a Certificate of Insurance evidencing these coverages and endorsements.

7. Miscellaneous

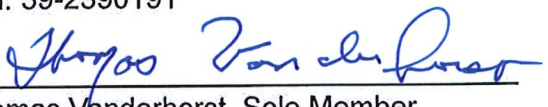
- Governing Law: This Agreement shall be governed by the laws of the State of Ohio.
- Entire Agreement: This document represents the entire agreement and supersedes any prior oral or written understandings.

SIGNATURES

The Butler County Finance Authority
(BCFA)

By: 
Joshua A. Smith, President & CEO

Sir Grant Development Services LLC
EIN: 39-2390191

By: 
Thomas Vanderhorst, Sole Member