

RESOLUTION NO. 41-2026

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
SUPPLEMENTAL CONTRACT WITH SBJ CONSULTING, LLC FOR ADDITIONAL
PROFESSIONAL ENGINEERING SERVICES FOR THE YEAR 2026, AND
DECLARING AN EMERGENCY.**

WHEREAS, Council previously adopted Resolution No. 9-2026, authorizing an agreement with SBJ Consulting, LLC for professional engineering services for the calendar year 2026; and

WHEREAS, the initial funding of \$20,000 for these as-needed services has been depleted through the first eight months of the year due to a significant amount of infrastructure improvements occurring throughout the Village; and

WHEREAS, SBJ Consulting, LLC has submitted a supplemental proposal, dated August 25, 2026, requesting an additional \$10,000 to continue addressing the Village's infrastructure needs for the remainder of 2026, which increases the total compensation under the agreement to \$30,000; and

WHEREAS, Council finds it in the best interest of the Village to authorize the Mayor to enter into a supplemental contract with SBJ Consulting, LLC, in accordance with the supplemental proposal attached hereto as Exhibit A.

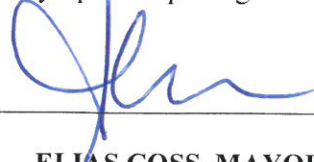
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, OHIO:

SECTION 1. That the Mayor is hereby authorized and directed to enter into a supplemental contract with SBJ Consulting, LLC for additional professional engineering services for the calendar year 2026. This agreement shall be substantially in accordance with the terms and conditions set forth in the supplemental proposal attached hereto as Exhibit A and incorporated herein by reference, increasing the total authorized maximum compensation to \$30,000.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council 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.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village of Perry, for the reason that immediate and uninterrupted engineering services are

required to assess infrastructure needs for the remainder of the 2026 calendar year; wherefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.



ELIAS COSS, MAYOR

ADOPTED: September 10, 2026

ATTEST: John H. Roskos
JOHN H. ROSKOS, FISCAL OFFICER

FIRST READING 9/10/26
SECOND READING Rules Suspended
THIRD READING _____

Roskos, John H.

From: Bob Parker <bparker@SBJCons.com>
Sent: Wednesday, September 02, 2026 7:39 AM
To: Roskos, John H.
Cc: Coss, Elias
Subject: Perry Village- Village Engineer Contact

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact IT x14444.

Good morning, John:

As discussed yesterday, here are the items we anticipate working on for the remainder of 2026:

- 2026 Sidewalk/Catch Basin Program- Final Inspection, final pay request and close out: estimate 8-10 hours
- Complete pickleball courts- complete gravel with service crew- estimate 2-4 hours
- Maple Street Culvert- Coordinate with Norfolk Southern- estimate 4-6 hours
- Main Street Sidewalk Railing and delineators- estimate 10-12 hours
- OPWC Final Application- Main, Harper, Thompson Street Paving- Estimate 10-15 hours
- OPWC Small Government Application- Main, Harper, Thompson Street Paving- Estimate 10-15 hours
- Other as needed tasks assigned by Mayor- estimate- TBD

In additional, we will be submitting a proposal for stand-alone projects. This allows us (SBJ and the Village) to have an established scope, schedule and budget for the project. These projects include:

- Charles Way Drainage Improvements
- Maple Street Paving- Bid documents
- Green Street Paving- Updating previous plans which included the waterline

These will be separate contracts and not included under the Village Engineer contract.

Please let us know if you have any questions or require additional information.

Thanks,

Bob



Robert B. Parker, PE
Principal
SBJ Consulting, LLC
5530 Canyon Ridge Drive
Painesville, OH 44077
440-289-0405

We're here to help!

August 25, 2026

Honorable Elias Coss - Mayor
Perry Village
3758 Center Road
Perry, Ohio 44081

Subject: Supplement for Professional Services for Village Engineering, 2026
SBJ Project 100-004, Task 2026

Dear Mr. Coss:

SBJ Consulting, LLC (SBJ) is pleased to provide Perry Village with this proposal for a supplement for professional services on an as-needed basis. Based on our discussions, we offer the following understanding of your needs:

- Work with Public Works Road Department staff to assess Perry's Village infrastructure needs
- Prepare conceptual cost estimates for identified needs
- Assist the Village in investigating funding sources to address needs
- Prepare plans, specifications and bidding documents for infrastructure improvements.
- Bid, review, recommend award and provide construction administration and inspection for infrastructure improvement projects.
- Be available for consultation to the Village council and staff for any additional needs

SBJ will invoice the Village based on the attached hourly rate schedule, for the actual number of hours worked on assigned tasks. Invoices will be prepared monthly and will be accompanied by a detailed status report documenting the tasks worked on during the invoicing period. Originally, SBJ's maximum compensation was not to exceed \$20,000 (Twenty Thousand Dollars). With the significant amount of infrastructure improvements going on throughout the Village, the initial \$20,000 in funding has been depleted through the first 8 months of the year. SBJ is requesting an additional \$10,000 (Ten Thousand Dollars) be added to the contract to address the Village's needs through the remainder of 2026. This would increase the total compensation under this agreement to \$30,000 (Thirty Thousand Dollars) without prior written approval from the Village. Reimbursable expenses, including subcontracted services, will be invoiced at actual cost plus 10% administrative fee.

Mr. Gessic- Perry Village
SBJ Project 100-004
Page 2
January 19, 2026

All work will be performed in accordance with the attached Terms and Conditions, which are included in this proposal. Your written authorization to proceed will form a binding contract and indicate your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to beginning work on the project. Responsibility for payment cannot be assigned to a third party without the written approval of SBJ. Upon authorization to proceed, SBJ will work with the Village to arrange a mutually agreed upon schedule for completion of the assigned tasks.

We look forward to continuing to support the engineering needs of Perry Village. Should you have any questions or require additional information, please feel free to give me a call.

Sincerely,

SBJ Consulting, LLC



Robert B. Parker, P.E.
Principal

Attachments: Hourly Rate Schedule
Terms & Conditions

SBJ Project 100-003, Task 2026, dated August 25, 2026
ACCEPTED BY: Perry Village

Signature: _____

Name: _____

Date: _____

Title: _____

09/14/2026

MAYOR OF PERRY VILLAGE



2026 Standard Hourly Rates

Title	Rate
Principal	\$200.00
Project Manager	\$150.00
Engineer	\$100.00
Administrative Assistant	\$75.00
Vehicle Expense	\$25/Day

Subconsultants, Contract Labor, Direct Costs will be billed
at Actual Cost +10%

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between SBJ Consulting, LLC ("SBJ") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs SBJ, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

SBJ shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as SBJ, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. SBJ provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for SBJ to perform the services set forth in this AGREEMENT. SBJ will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. SBJ will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against SBJ, and agrees to defend SBJ from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse SBJ for time and expenses incurred by SBJ in defense of any such claim based upon SBJ's current fee schedule and expense reimbursement policy.

SBJ may, but is not required to, undertake an investigation to locate any utilities, structures or materials as SBJ deems prudent. Such investigation by SBJ shall not impose any additional obligation or liabilities on SBJ and CLIENT agrees that such investigation, if undertaken, is for SBJ's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by SBJ will be based solely on information available to SBJ. SBJ is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform SBJ of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

SBJ and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for SBJ to take immediate measures to protect health and safety. SBJ agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against SBJ, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold SBJ harmless from any claim, liability, and/or defense costs for injury or loss arising from SBJ's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by SBJ which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring SBJ to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide SBJ with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by SBJ may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that SBJ's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

SBJ will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. SBJ will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If SBJ is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, SBJ will report observations and professional opinions. SBJ's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. SBJ does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by SBJ prior to commencement of services. Payment shall be made as follows:

Regular mail:
SBJ Consulting, LLC
5530 Canyon Ridge Drive
Painesville, Ohio 44077

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay SBJ within thirty (30) days of invoice, CLIENT agrees that SBJ will have the right to suspend performance of services after written notice to CLIENT. SBJ will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. SBJ will be entitled to collect for time and expenses (per SBJ's current fee schedules), attorneys' fees and other costs incurred by SBJ for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon SBJ or its subcontractors. If such taxes are or become a liability of SBJ, the CLIENT agrees to reimburse SBJ at cost.

8.2. Reimbursable Expenses:

Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services:

If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse SBJ for costs incurred in responding to subpoenas or other legal requests related to the services provided by SBJ under this AGREEMENT.

8.4. Design Build:

If CLIENT requests SBJ to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in SBJ's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, SBJ will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to SBJ being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in SBJ work products by CLIENT or persons other than SBJ and all liability against SBJ arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from SBJ for such changes.

10. DELAYS

Delays not due to SBJ shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to SBJ, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

SBJ will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit SBJ's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to SBJ under this AGREEMENT, or \$20,000, whichever is greater, except for SBJ's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: SBJ and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: SBJ shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by SBJ, including injuries to employees of SBJ.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: (i) in the event of breach of any provision of this AGREEMENT; (ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or (iii) for CLIENT or SBJ's convenience. In the event of termination for suspension or convenience, SBJ will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the State of Ohio will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. SBJ and CLIENT agree that any court of record in Lake County, Ohio, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

16. ASSIGNMENT

CLIENT and SBJ each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor SBJ shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

SBJ shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by SBJ for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of SBJ.

18. FILE RETENTION

Upon conclusion of the project, SBJ's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, SBJ reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

20. NON-COMPETITION AND NON-SOLICITATION

During the term of the Agreement and for a period of one (1) year thereafter (such period not to include any period of violation or any period of litigation to enforce the covenants herein), all Consultants/Clients dealing with SBJ Consulting LLC ("SBJ"), shall not directly or indirectly, in any capacity as employee, agent, partner, consultant, joint venture, investor, independent contractor, officer, director or otherwise, without the prior written consent of SBJ:

20.1. Engage in or perform any of the activities that SBJ performs, within the Territory, or which are substantially similar to those that SBJ performs, and any duties that are generally listed in this Agreement. For purposes of the Agreement, the Territory is defined as the area within a fifty (50) mile radius of SBJ where SBJ provides services under this Agreement;

20.2. Solicit or attempt to solicit any of the Customers or Employees of SBJ to transfer their patronage from SBJ or enterprise competitive with SBJ. For purposes of this section, the term "Customers" shall mean any and all persons who received services from or through SBJ at any time during the term of this Agreement;

20.3. Influence or attempt to influence any of the suppliers or employees of SBJ to alter or terminate their relationship with SBJ; or

20.4. In any other manner interfere with, disrupt or attempt to interfere with or disrupt the relationship between SBJ and any Employees, Customers, referral sources, suppliers or employers.

21. TRADE SECRETS

21.1. Consultant/Client shall not: (i) use, disclose, or reverse engineer the Trade Secrets or the Confidential Information for any purpose other than SBJ's Business, except as authorized in writing by SBJ; (ii) during the Term, use, disclose, or reverse engineer (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by SBJ during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) upon termination of Agreement, (a) retain Trade Secrets or Confidential Information of SBJ, including any copies existing in any form (including electronic form)

which are in SBJ's possession, custody, or control, or (b) destroy, delete, or alter the Trade Secrets or Confidential Information without the written consent of SBJ.

21.2. The obligations under this Agreement shall: (i) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (ii) with regard to the Confidential Information, remain in effect during the Restricted Period.

21.3. "Confidential Information" means (a) information of SBJ, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of SBJ, (ii) possesses an element of value to SBJ, (iii) is not generally known to SBJ's competitors, and (iv) would damage SBJ if disclosed, and (b) information of any third party provided to Consultant/Client which Consultant/Client is obligated to treat as confidential, including, but not limited to, information provided to SBJ by its licensors, suppliers, or customers. Confidential Information includes, but is not limited to: (i) future business plans, (ii) information pertaining to agreements with third-party payers; (iii) communication systems, audio systems, system designs and related documentation, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, clients, licensors, suppliers, customers, or any third party, including, but not limited to, Customer lists compiled by SBJ, and Customer information compiled by SBJ, (vi) information concerning SBJ's or a third party's financial structure and methods and procedures of operation; (vii) contracts with any payer or payee of any services, preferred provider organizations, business maintenance organizations or any other managed care entities or arrangements. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.

21.4. "Trade Secrets" means information of SBJ, and its licensors, suppliers, Customers, and customers, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors, or suppliers, or a list of potential customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

22. DISPUTE RESOLUTION PROCEDURE

22.1. Mediation. In connection with any dispute arising out of or under this Agreement or any dispute arising in connection with the Agreement as contemplated herein, prior to any arbitration proceeding taking place, any such dispute or controversy between the Parties shall be submitted to non-binding mediation administered by the American Arbitration Association or other mutually agreeable mediator or mediation agency, in which both Parties shall execute a confidentiality agreement which is reasonably satisfactory to the parties. Upon submission to mediation, the obligation to attend the mediation session shall be binding upon both Parties. Each party will bear its own cost with respect to the mediation, except the fee for the mediation will be split equally between the Parties. Prior to the mediation, Consultant/Client and the President of SBJ must meet at a mutually agreed upon location to make a good faith attempt to resolve any dispute between the parties prior to mediation.

22.2. Arbitration. In the event the Parties are unable to resolve any controversy or claim arising out of or relating to this Agreement or any part of this Agreement in Mediation, the controversy or claim shall be submitted to arbitration before the American Arbitration Association in accordance with its National rules for Resolution of Disputes. One arbitrator shall be selected in accordance with the applicable rules of the American Arbitration Association. Judgment upon any award of the arbitrator is binding and will be entered in a Court of competent jurisdiction. The arbitrator may grant any relief that might be granted by a Court of general jurisdiction, including an award of damages and/or injunctive relief, and may, in the discretion of the arbitrator, assess, in addition, the cost of arbitration including reasonable fees of the arbitrator and reasonable attorney's fees against either or both Parties, in any proportion that the arbitrator determines. The provisions of this Section shall be construed as independent of any other covenant or provision of the Agreement, provided that if any Court of competent jurisdiction determines that any such provisions are unlawful in any way, such Court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law. This Agreement shall be governed by Ohio law, and all issues relating to the arbitrability or enforcement of the Agreement or dispute.

22.3. Judgment upon an arbitration award may be entered in any Court having competent jurisdiction and shall be binding on both Parties and final and non appealable. The Parties to this Agreement, and their respective heirs, successors, and assigns, waive to the fullest extent permitted by law, any right to trial by jury or in any other forum, except arbitration as herein provided.

22.4. These arbitration provisions shall be deemed to be self-executing and shall remain in full force in effect after the expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party by default or otherwise notwithstanding such failure to appear.

22.5. The mediation and/or arbitration proceedings shall take place in Lake County, Ohio, and will be governed at all times by Ohio law.

END OF TERMS