

CITY OF CHEVIOT  
STATE OF OHIO

RESOLUTION NO. 15 – 19

**TO APPROVE AN AGREEMENT BETWEEN THE CITY OF CHEVIOT AND THE HAMILTON COUNTY DEVELOPMENT COMPANY, INCORPORATED; AND TO DECLARE AN EMERGENCY.**

**WHEREAS**, the Economic Development Director of the City of Cheviot has negotiated an agreement with the Hamilton County Development Company for the provision of services to encourage business retention and development in the City of Cheviot; and

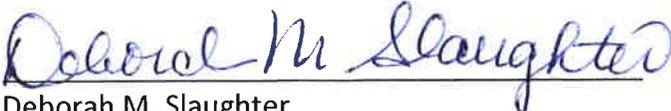
**WHEREAS**, the agreement is contingent upon the receipt by the city of a \$20,000.00 grant from Duke energy corporation; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:**

Section 1. The agreement between the City of Cheviot and the Hamilton County Development Company for the provision of services to encourage business retention and development in the City of Cheviot, a draft of which is attached hereto and made a part hereof, is hereby approved.

Section 2. The Mayor is authorized and directed to sign the agreement on behalf of the City of Cheviot.

Section 3. This resolution shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to give the City of Cheviot the best possible chance of receiving the \$20,000.00 Duke Energy grant.



Deborah M. Slaughter  
President of Council

October 6, 2015  
Date passed

Samuel D Keller

Samuel D. Keller  
Mayor

10/6/15

Date approved

Attest:

Jenny M. Eiler

Jenny M. Eilermann  
Clerk of Council

APPROVED AS TO FORM:

Mark G. Waters

MARK G. WATERS  
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates :

- 1) \_\_\_\_\_, 2015, and
- 2) \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jenny M. Eilermann  
Clerk of Council

**AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Cheviot" and the Hamilton County Development Co., Inc., hereinafter referred to as "HCDC".

**WITNESSETH:**

**WHEREAS**, Cheviot desires to engage the services of HCDC to provide certain professional economic development services of a non-competitive nature, said services more fully described herein below under Section I and set forth in Exhibit "A"; and

**WHEREAS**, HCDC was established in 1983 as a private, not-for-profit corporation organized to promote economic development; and

**WHEREAS**, HCDC desires to provide said services to Cheviot;

**NOW THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

**SECTION I. SCOPE OF SERVICES**

HCDC shall perform all the necessary services under this Agreement in connection with economic development, which services are generally described in the Scope of Services attached hereto, marked Exhibit "A", and by this reference made a part hereof.

**SECTION II. TERM**

The services of HCDC are to begin on \_\_\_\_\_, 201\_\_, and shall be completed by \_\_\_\_\_, 201\_\_.

**SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT**

- A. COMPENSATION** – Cheviot agrees to pay to HCDC a total amount not exceeding twenty thousand dollars (\$20,000) as full and complete compensation for HCDC's service provided during the term of this Agreement.
- B. INVOICES** – HCDC shall invoice Cheviot twice over the term of this Agreement, once upon execution of the agreement for 50% of the total or ten thousand dollars (\$10,000) and upon completion for the remaining 50% or ten thousand dollars (\$10,000).
- C. REIMBURSEMENT PAYMENTS** – In the event HCDC fails to fulfill the terms and conditions of this Agreement, Cheviot agrees to notify HCDC of the failure and HCDC shall have ten (10) days to resolve the failure. If HCDC fails to remedy the failure within

ten (10) days, Cheviot may request reimbursement for the prorated portion of the contract deemed unfulfilled by HCDC as an alternative to termination or cancellation of the Agreement. Upon HCDC remedying the failure, Cheviot shall pay HCDC the amount of payment reimbursed within five (5) business days from receipt of HCDC's request for payment of the reimbursed amount.

#### **SECTION IV. REPORTS AND INFORMATION**

HCDC, at such times and in such forms as Cheviot may require, shall furnish reports and information as may be requested by Cheviot pertaining to the work or services undertaken pursuant to this Agreement.

#### **SECTION V. TERMINATION**

Either party may terminate this Agreement with or without cause, by giving the other party at least thirty (30) days prior written notice. In such event, Cheviot shall pay HCDC such proportions of the compensation amount set forth in Section III herein, as properly earned as of the date of termination. Cheviot and HCDC may mutually agree to terminate this Agreement at any time.

Furthermore, this contract is contingent upon Cheviot receiving a grant from Duke Energy in the amount of twenty thousand dollars (\$20,000) and is terminated should Cheviot not receive said grant.

#### **SECTION VI. SEVERABILITY**

In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions, and each provision of the Agreement will be, and is deemed to be, separated and severable from each other provision.

#### **SECTION VIII. ENTIRE AGREEMENT**

This agreement represents the final and entire understanding between Cheviot and HCDC regarding the subject matter contained herein. Any prior agreements and understanding between the parties related to or regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

#### **SECTION IX. SUCCESSORS AND ASSIGNS**

The terms of this Agreement shall inure to the benefit of and be binding upon Cheviot and HCDC and their respective successors and/or assigns.

#### **SECTION X. APPLICABLE LAW**

The terms of this Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio. Any dispute arising out of this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Ohio, in each case, located in Hamilton County, Ohio.

**IN WITNESS WHEREOF**, Cheviot and HCDC have executed this Agreement as of the date first above written.

Hamilton County Development Co., Inc.:

City of Cheviot

BY: \_\_\_\_\_  
David K. Main  
President

BY: \_\_\_\_\_  
Samuel D. Keller  
Mayor

**Exhibit A**  
**Scope of Services**  
**Cheviot Small Business Assistance Program**

***Business Retention and Growth***

HCDC will initiate a business retention program aimed at encouraging the continued success of businesses already located in Cheviot through the following efforts:

- Conduct business retention meetings and obtain feedback on Cheviot's business climate; and
- Respond to requests for information and assistance.

HCDC will report the findings of the business survey to Cheviot and will outline a work plan with recommendations for addressing the concerns of the businesses.

***Small Business Coaching and Technical Assistance***

HCDC will provide one-on-one coaching services, appropriate preparation and follow-up in the following areas:

- Business plan development;
- Businesses and strategic planning;
- Marketing and sales; and
- Access to capital.

HCDC will also provide connectivity to the larger Greater Cincinnati referral network of business assistance providers.

***Other***

HCDC will act as a resource to the Cheviot Business Association and provide assistance such as:

- Holding up to two seminars on specific topics that are targeted to Cheviot's businesses;
- Informing membership of the region's available small business assistance; and
- Other assistance as identified by HCDC and Cheviot.