

RESOLUTION 22 - 07, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**AMENDING RESOLUTION 21-05, 2021, FOR PROFESSIONAL SERVICES
FOR GENERAL ECONOMIC DEVELOPMENT ASSISTANCE; AUTHORIZING
ADMINISTRATOR TO ENTER INTO AGREEMENT WITH HAMILTON
COUNTY DEVELOPMENT COMPANY (HCDC) FOR THE TERM OF
FEBRUARY 1, 2022, THROUGH JANUARY 31, 2023; DISPENSING WITH THE
SECOND READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Trustees desires to continue professional services for general economic development assistance; and

WHEREAS, Hamilton County Development Company ("HCDC") of Hamilton County, Ohio consults, communicates and advocates with regard to general economic development activities for communities; employs economic development marketing tools and programs for existing and prospective business developments; provides research and related services in support of applications for local, state and federal funds for economic development projects; arranges meetings with realtors, developers, site selection professionals; assists in creating and implementing strategies to seek funding for projects; and provides assessment of potential funding sources and provides assistance in pursuing those funds; and

WHEREAS, Hamilton County Development Company (HCDC) provides the desired services; and

WHEREAS, the Board of Trustees desires in 2022 to return to the original scope of HCDC services after the Board expanded such services in 2021 during the prolonged pandemic to provide assistance to Township businesses and neighborhood business districts; and

WHEREAS, the Township relies on HCDC for these general economic development services, which are necessary to preserve tax revenues that are essential for public services and the public welfare of Township residents and businesses; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to sign, on behalf of the Township, a renewal agreement between Hamilton County Development Company (HCDC) and Columbia Township for Economic Development Services in the amount of \$27,000, or \$2,250 monthly, for the period of February 1, 2022 through January 31, 2023, for the aforementioned services.

Be it further resolved that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the immediate need to amend the Agreement to preserve vital economic development services necessary to provide assistance to

Passed this 8th day of February, 2022

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Township businesses and neighborhood business districts to preserve tax revenues that are essential for public services and welfare.

Motion to accept Resolution made by: Ms. HUGHES

Seconded by: Mr. KUBICKI

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	<u>02/08/2022</u>
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	<u>02/08/2022</u>
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	<u>02/08/2022</u>
ATTEST:		<u>Caroline B. Heekin</u>	<u>02/08/2022</u>
		Caroline Heekin, Fiscal Officer	

Passed this 8th day of February, 2022

AGREEMENT

THIS AGREEMENT is made and entered into on this 8th day of Feb, 2022, by and between Columbia Township, Ohio, hereinafter referred to as "Columbia TWP" and HCDC, Inc., hereinafter referred to as "HCDC".

WITNESSETH:

WHEREAS, Columbia TWP 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 Columbia TWP;

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 February 1, 2022, and shall be completed by January 31, 2023.

SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

- A. COMPENSATION** – Columbia Township agrees to pay to HCDC a total amount not exceeding Twenty-Seven Thousand Dollars (\$27,000.00) as full and complete compensation for HCDC's service provided during the term of this Agreement.
- B. INVOICES** – HCDC shall invoice Columbia Township twice over the term of this Agreement, once upon execution of the contract and again on August 1, 2022, in two equal payments of Thirteen Thousand Five Hundred Dollars (\$13,500).
- C. WITHHOLDING PAYMENTS** – In the event HCDC fails to fulfill the terms and conditions of this Agreement, Columbia TWP 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, Columbia TWP may withhold the payment due for the prior month's services as an alternative to termination or cancellation of the Agreement. Upon HCDC remedying the failure, Columbia TWP shall pay HCDC the amount of payment withheld within five (5) business days from receipt of HCDC's request for payment of the withheld amount.

SECTION IV. ASSIGNABILITY

HCDC shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of Columbia TWP.

SECTION V. REPORTS AND INFORMATION

HCDC, at such times and in such forms as Columbia TWP may require, shall furnish reports and information as may be requested by the Administrator pertaining to the work or services undertaken pursuant to this Agreement on a quarterly basis.

SECTION VI. 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, Columbia TWP shall pay HCDC such proportions of the compensation amount set forth in Section III herein, as properly earned as of the date of termination. Columbia TWP and HCDC may mutually agree to terminate this Agreement at any time.

SECTION VII. 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 Columbia TWP 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 Columbia TWP 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, Columbia TWP and HCDC have executed this Agreement as of the date first above written.

HCDC, Inc.:

Columbia Township, Ohio

BY: _____
Patrick Longo
President & CEO

BY:  _____
Melissa Taylor
Township Administrator

EXHIBIT A

Columbia Township Scope of Services 2022-2023

- I. HCDC will pursue the following Strategic Goals and analysis to focus the General Economic Development Services provided in this service contract**
 - A. Identify key development sites and utilize economic development and marketing tools to promote and attract new businesses in each of the business corridors.
 - B. Promote development opportunities and specific types of business users that may have potential for recruitment to the Township's three commercial districts. Primary focus shall be on sites that complement and reinforce current developments with a focus on medical, office, technology and other allied businesses.
 - C. Assist in development of township policy and strategy for investment in commercial corridor properties to facilitate development and control of development.
 - D. Formulate a strategic approach to promoting focused entrepreneurial redevelopment within the Township's commercial corridor on Plainville Road utilizing resources and services of HCDC.

- II. General Economic Development Assistance**
 - A. HCDC will provide general economic development assistance to Columbia Township, including:
 - a. Coordination of general, as well as, site specific economic development activities as designated by Columbia Township;
 - b. Employing economic development marketing tools and programs to both existing and prospective business developments;
 - c. Providing Columbia Township with research and related services in support of applications for local, state and federal funds for economic development projects;
 - d. Promoting Columbia Township's economic development opportunities through direct meetings with Cincinnati area Realtors, developers, and site selection professionals; and
 - e. Development of a retention/visitation program with an annual goal of ten (10) visits to local businesses.

III. Tax Incentive Programs

- A. HCDC will continue to promote, advocate for, and administer tax incentive programs used in the course of pursuing and securing economic development projects for the Township's commercial development areas. HCDC will also review the current tools being used by the Township and recommend and implement any new programs, if needed.
- B. HCDC will continue to identify and present potential candidates for CRA and other Township-sponsored incentives and continue to work with and monitor CRA projects in process

IV. Development Site Inventory

- A. HCDC will develop and maintain for the length of the Agreement an inventory of available commercial and industrial development sites in Columbia Township for new development opportunities and for inclusion with marketing communications.
 - a. The inventory will include ownership, acreage, building information, and contact information.
 - b. HCDC will provide the Township with a digital copy of the inventory. Upon request HCDC will provide up to five color copies of the inventory to Columbia Township. The inventory will be updated every six months. Additional color copies can be provided for a small fee.