

ORDINANCE NO. 34, 2022



ORIGINAL

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ALLOY DEVELOPMENT COMPANY, INC. TO PROVIDE CERTAIN PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:

WHEREAS, St. Bernard desires to engage the services of Alloy 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, Alloy was established in 1983 as a private, not-for-profit corporation organized to promote economic development; and

WHEREAS, Alloy desires to provide said services to St. Bernard;

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

Section 1. SCOPE OF SERVICES Alloy shall perform, in a satisfactory and proper manner as determined by the Mayor of St. Bernard, 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 2. The services of Alloy begin on November 17, 2022, and shall be completed on November 16, 2023.

Section 3. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

A. COMPENSATION – St. Bernard agrees to pay to Alloy a total amount not exceeding Thirty Thousand Dollars (\$30,000.00) as full and complete compensation for Alloy's service provided during the term of this Agreement.

B. INVOICES – Alloy shall invoice St. Bernard monthly, over the term of this Agreement, for twelve (12) equal monthly payments of \$2,500.00.

C. WITHHOLDING PAYMENTS – In the event Alloy fails to fulfill the terms and conditions of this Agreement, St. Bernard may withhold payment as an alternative to termination or cancellation of the Agreement. In such an event, St. Bernard will notify Alloy of the reason for such action and of the conditions precedent to the resumption of payment.

Section 4. ASSIGNABILITY Alloy shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of St. Bernard.

Section 5. REPORTS AND INFORMATION Alloy will provide written reports as requested containing an update of economic development activities to the Village pertaining to the work or services undertaken pursuant to this Agreement.

Section 6. TERMINATION Either party may terminate this Agreement for convenience by giving the other party at least thirty (30) days prior written notice whereof. In such event, St. Bernard shall pay Alloy such proportions of the compensation amount set forth in Section III herein, as properly earned as of the date of termination. St. Bernard and Alloy may mutually agree to terminate this Agreement at any time.

Section 7. 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 8. ENTIRE AGREEMENT This agreement represents the final and entire understanding between The Village of St. Bernard and Alloy 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 9. SUCCESSORS AND ASSIGNS The terms of this Agreement shall inure to the benefit of and be binding upon The Village of St. Bernard and Alloy and their respective successors and/or assigns. .

Section 10. 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.

Section 11. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate services for economic development. The reason for the emergency is to enter into this contract as soon as possible for the economic development for the Village. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two- thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 17th day of November, 2022.



President of Council

ATTEST:


Clerk of Council



ORIGINAL

Approved this 17th day of November, 2022.


Mayor

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 34, 2022, was made by posting true copies of the same in the most public places designated by Council: City Hall at Vine Street and Washington Avenue; for a period of fifteen (15) days or more commencing November 17th, 2022.

ATTEST: 
Clerk of Council

DATE November 17th 2022

Approved as to form  Date 17 Nov 2022
Director of Law