Date Executed: 03/05/08
Effective Date: 02/27/08

Agreement for Services – Economic Development/Lobbying/Governmental Relations

This Agreement for Services - Economic Development/Lobbying/Governmental Relations (the "Agreement") is entered into this 27th day of February, 2008 (the "Effective Date"), by and between the Clermont County Board of Commissioners, 101 East Main Street, Batavia, Ohio 45103, with the concurrence of the Director, Clermont County Office of Economic Development (hereinafter referred to collectively as the "County"), and Clermont County Capitol Investors, Inc., an Ohio corporation, whose mailing address is 175 East Main Street, Suite 150, Batavia, Ohio 45103 (hereinafter referred to as "3CI"), who agree as follows:

WHEREAS, the County has adopted an economic development strategy designed to improve the ability of the County to attract new investments, both through new business attraction and existing business retention and expansion; and

WHEREAS, the County has determined that its economic development efforts could be enhanced through lobbying/governmental relations efforts with federal, state and other governmental authorities, and has established that the 3CI is an appropriate organization of economic development to provide, and to arrange for the provision of, such lobbying/governmental relations services; and

WHEREAS, County is aware that 3CI has undertaken efforts to detail and specify the types of lobbying/governmental relations services that could effectively benefit the County and enhance the economic development of the county, and is in the process of developing an action agenda for the provision of such lobbying/governmental relations services;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and compensation as herein provided, and pursuant to R.C 307.07, County and 3CI (the "Parties") hereby agree as follows:

1. The Parties will develop and implement a cooperative lobbying/governmental relations strategy in order to achieve the following goals:

   A. Obtain all necessary and appropriate governmental approvals, consents, directives and actions required for the implementation of the Eastern Corridor project;

   B. Retain and expand existing businesses in Clermont County.

   C. Attract new businesses to Clermont County

D. Encourage a diversification of businesses in Clermont County

E. Improve public awareness of the importance of economic development.

2. In order to carry out the implementation of the cooperative lobbying/governmental relations strategy and to achieve the aforesaid goals, 3CI shall continue to maintain an organization to provide such services.

3. 3CI shall develop and carry out a more detailed strategic lobbying/governmental relations plan for the term of this Agreement (ending on January 31, 2009). Key objectives of the work plan include:

A. Obtaining, and working with the County and others to obtain, all necessary and appropriate governmental approvals, consents, directives and actions required for the implementation of the Eastern Corridor project.

B. Developing an effective strategy to coordinate and seamlessly integrate lobbying/governmental relations initiatives and activities with similar activities of other organizations which are seeking the same benefits for the county.

C. Assist in positioning the County in the proactive leadership and coordination role of establishing a leading edge competitive and comprehensive countywide economic development program.

D. Integrate involvement of the key partners and business community in the County's lobbying/governmental relations efforts.

E. Participate in building a collaborative approach by the multiple public agencies and utilities with responsibility for the infrastructure in the County.

F. Create enabling strategies that align and leverage resources of County government and its partners in support of lobbying/governmental relations activities.

G. Assist in the efforts of others to create a stronger business climate in Clermont County.

H. Increase alliance building and improved communication and coordination with business stakeholders and local, state, and federal agencies.

4. The consideration to be paid by the County to 3CI for carrying out the professional duties, services and consulting necessary for the lobbying/governmental relations and other services contemplated by this Agreement shall be $180,000.00; which payments shall be made as follows:

   $ 45,000.00 on March 1, 2008, and
   $ 15,000.00 on the first day of each month thereafter until the balance is paid.

5. The professional duties, services and work referenced in Paragraph 3 are anticipated to be substantially completed by January 31, 2009 (the "Completion Date"). However, the County acknowledges and agrees that such work items are partially dependant on factors outside the control of 3CI and the County. Consequently, 3CI may not be able to provide the work items by the Completion Date despite its reasonable efforts to do so.

6. This Agreement is between a political subdivision of the State of Ohio and a private, non-profit entity and shall not be construed or applied to create an agency relationship or other legal relationship or joint venture other than that of an independent contractor. The County shall not have any control over the manner and means of 3CI performing the professional duties, services and work required under this Agreement, except as outlined in this Agreement. To the extent that the offices of 3CI may be within County owned or controlled Premises, County shall have the right to limit access to the County premises in accordance with County security needs or other needs to protect the information and records of the County.

7. The term of this Agreement (the "Term") shall be for the period between the Effective Date through January 31, 2009.

8. Time is expressly declared to be of essence of this Agreement.

9. This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein, and supersedes all previous agreements and understandings, both written and oral between the Parties with respect to the subject matter of lobbying/governmental relations or economic development for the County. This Agreement is non-exclusive and does not preclude bids and awards of any future lobbying/governmental relations or economic development and workforce development contracts except as outlined in this Agreement.

10. If any provisions of this Agreement shall be held or deemed to be, or shall in effect be, inoperative or unenforceable as applied to any particular case for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or

circumstance, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to an extent whatsoever.

11. This Agreement may be terminated with or without cause by written notice from the party desiring termination to the other party (an "Early Termination"). The Agreement shall be considered terminated thirty (30) days after delivery of said notice and all unpaid compensation due 3CI for services rendered prior to the effective date of termination shall be paid within thirty (30) days of such effective date of termination. All unearned compensation received by 3CI shall be properly refunded to the County. Notwithstanding the foregoing provisions in this paragraph, in the event that before any Early Termination 3CI has entered into a contract which requires payments extending beyond such termination date, and provided that County was given notice and an opportunity to object prior to execution of such contract, County will fund any such payments which 3CI is required to make after such Early Termination.

12. This Agreement shall be construed in accordance with the laws of the State of Ohio and any action or alternate dispute resolution arising from this Agreement or its interpretation or application shall take place in Clermont County, Ohio.

13. Neither Party shall assign their rights and responsibilities under this Agreement without first obtaining the express written consent of the other Party.

14. Any amendment or modification to this Agreement must be made in writing and duly authorized and executed by the Parties.

15. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail, postage prepaid and shall be deemed to be given on the date that such notice is mailed and shall be delivered to the Parties as set forth below:

<u>Notice to 3CI</u>
A. Steve Wharton
Clermont County Capitol
Investors, Inc.
175 East Main Street, Suite 150
Batavia, OH 45103

<u>Notice to Clermont County</u>
Andrew Kuchta, Director
Office of Economic Development
Board of Clermont County
Commissioners
101 East Main Street
Batavia, OH 45103

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by resolution of the appropriate governing bodies of the County and the representative of 3CI as appropriate with the intent to be legally bound thereby as of the date first set forth herein.

ATTEST:
COMMISSIONERS:

Judith Kocica, Clerk of the Board

BOARD OF COUNTY

CLERMONT COUNTY, OHIO

President

Dated: March 5, 2008

Vice-President

Abstained

Member

Dated:

02/29/08

CLERMONT COUNTY OFFICE OF ECONOMIC DEVELOPMENT

Director

CLERMONT COUNTY CAPITOL INVESTORS, INC.

Dated: 03/04/08

By: A. Steven Wharton

~~Chairman~~ Executive Director

Approved as to form only by the Office of the Prosecuting Attorney of Clermont County, Ohio

By:

Assistant Prosecutor Thomas L. Blust

Date: Feb. 27, 2008