

**CITY OF CHEVIOT
STATE OF OHIO**

RESOLUTION NO. 25-25

TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CHEVIOT HISTORICAL SOCIETY.

WHEREAS, the Cheviot Historical Society ("CHS") and the City wish to enter into a formal agreement for the ownership, storage, maintenance, and protection of certain items pertaining to the history of the City of Cheviot and surrounding geographic areas deemed by CHS to be historic or otherwise worthy of collection; and

WHEREAS, the City of Cheviot supports CHS's mission to a mission to preserve, maintain, promote, and educate the public regarding the history of the City of Cheviot, Ohio; and

WHEREAS, the City of Cheviot, through the Mayor, wishes to enter into the Memorandum of Understanding with CHS, which is attached hereto as Exhibit "A" and incorporated herein.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO THAT:

Section 1. The Mayor is hereby authorized to execute the Memorandum of Understanding Between the City of Cheviot and the Cheviot Historical Society, which is attached hereto as Exhibit "A" and incorporated herein.

Section 2. 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 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. This resolution shall take effect immediately.

Kerry Smyth
President of Council

Date passed

Samuel D. Keller
Mayor

Date approved

Attest:

Approved as to form:

Jenny M. Eilermann
Clerk of Council

Kimberlee Erdman Rohr
Law Director

CERTIFICATE 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 *Cincinnati Court Index*, 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) _____, 2025, and
- 2) _____, 2025.

Jenny M. Eilermann
Clerk of Council

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHEVIOT
AND
THE CHEVIOT HISTORICAL SOCIETY

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into this ____ day of October, 2025 by and between the CHEVIOT HISTORICAL SOCIETY (hereinafter "CHS") and the CITY OF CHEVIOT, OHIO, a municipal corporation organized under the laws of the State of Ohio (hereinafter "Cheviot" or "City"), to establish ownership, preservation, and protection of assets, the artifacts, materials, documents, papers, photographs, paraphernalia, collections, and other items pertaining to the history of the City of Cheviot and surrounding geographic areas deemed by CHS to be historic or otherwise worthy of collection (hereinafter, "Archives"), which is maintained, held, managed, and administered by CHS.

WHEREAS, CHS has a mission to preserve, maintain, promote, and educate the public regarding the history of the City of Cheviot, Ohio and wishes to establish, collect, hold, and maintain archives related to the rich history of Cheviot, and further wishes to display, preserve and protect its collection and archives according to the provision of this Agreement; and,

WHEREAS, the City of Cheviot, an Ohio municipal corporation, wishes to uphold the mission of CHS and see the archives held by CHS displayed, preserved and protected, and is willing to accept certain responsibilities for its mutual benefit in its the City's ownership of archives maintained, held, and administered by CHS in accordance with provisions of the Agreement.

NOW THEREFORE, to parries hereto agree as follows:

1. Establishment of Archives. There is hereby established in the City, and with CHS's cooperation, the repository to receive artifacts, materials, documents, papers, photographs, paraphernalia, collections, and other items for archives maintained by CHS and owned by Cheviot.

2. Inventory of Current Archives. Within 30 days of execution of this Agreement, CHS shall provide the City with an inventory of all items currently maintained in the Archives. If CHS is maintaining any items on loan from private citizens or entities, it shall be noted in the inventory. The inventory shall be attached to this MOU as an Appendix, with the City and CHS acknowledging receipt.

3. Donations to Archive. Donations of tangible and intangible items shall be made to the City. For all donations of items contained in the archives, donors shall give, assign, and transfer all rights to the City in writing or as otherwise agreed-upon by donors and CHS. The inventory, as described above, shall be updated by CHS with any changes to the Archives. Monetary donations made to CHS shall be tendered to the City and deposited into the Historical Society Fund (Fund 238).

4. Ownership of Archives. The City of Cheviot shall own the Archives as described herein, as well as any future Archives acquired through the efforts of CHS. The City hereby appoints CHS as the custodian of the Archives to hold, manage, control, and administer the archives in accordance with the terms and conditions of this Agreement and the policies and guidelines established from time to time by the Officers and Board of Directors of CHS

5. Acceptance of Archives. The City hereby accepts the initial donations from CHS to the Archives, including all items listed in the inventory described above, but excluding any items on loan from private citizens or entities. The City may receive additional gifts and donations of items to the Archives from CHS, private donors, or other sources.

6. Municipal Account. Cheviot shall continue to maintain the Historical Society Fund and related line items, which were established by the City for all assets, Archives and property, real and intangible, held, managed, controlled and administered by CHS as custodian. Cheviot shall record, track, monitor, manage, administer, and maintain the municipal account itemizing all items in the account in accordance with current practices and law. Cheviot shall maintain and administer the municipal account for CHS so long as CHS maintains at least one (1) Officer and maintains the organization in accordance with the terms and conditions of the Agreement.

7. Advisory Committee. Cheviot and CHS shall jointly establish and maintain an Advisory Committee consisting of at least two (2) Officers of CHS and at least (1) member of the City Administration or a duly-elected councilperson of the City of Cheviot, to oversee the municipal account in accordance with the terms and conditions of this agreement. Any expenditures from the Historical Society Fund shall be made in accordance with established practices and law, including Purchase Order prepared by the Safety-Service Director and approval of expense by Auditor. City Council shall approve any appropriations as required by law.

8. Space. Cheviot shall provide and maintain a space mutually agreeable to Cheviot and CHS, for CHS to hold, store, and maintain Archives, as well hold public and private CHS meetings and display parts of the archives. At the time of this Agreement, the City and CHS intend to utilize the basement of the Cheviot Field House to store the Archives.

9. Access to Space. Cheviot shall provide restricted access to the space provided by Cheviot for use by CHS. In the City's sole discretion, the City may provide keys or other means of access to the space to CHS, so long as the CHS Board Members are in good standing. Cheviot shall not unreasonably withhold access to the space for CHS. The City and CHS understand that the current space designated for storage of the Archives is a recreational facility, which cannot be accessed by CHS if it is rented or otherwise in use.

10. Protection of Space and Archives. Cheviot will take all reasonable measures to protect the Archives and retain insurance on the facility used to house the Archives, if the space is owned or leased by the City.

11. Circulation of Items from Archives. No item or part of the Archives shall be circulated from the Archives by Cheviot or CHS without following the check-out procedures to permit said circulation of items or parts of the archive and return of items and materials. CHS shall implement protocols and procedures to check-out items from the Archives, including written permissions and recordkeeping to permit circulation of items, collections or parts of the archive, and return of items and materials.

12. Sale of Assets, Archives and Property. CHS may recommend the sale or transfer of items from the Archives, through a simple majority vote of the Board of Directors of CHS. The vote shall be recorded in official minutes of CHS. If such a sale or transfer is recommended, the City shall consider the recommendation and may take steps to sell, transfer, or dispose of the property in accordance with the law.

13. Amendments or Modifications. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of Cheviot and an authorized representative of CHS.

14. Governing Law. This Agreement is governed by the laws of the State of Ohio and the City of Cheviot.

15. CHS Abandoned, Dissolved, or Defunct. In the event that CHS is no longer considered an active organization under governing law and the terms and conditions of the Agreement, further defined as the organization is without at least one (1) Officer serving the organization, or if the organization is abandoned, dissolved or defunct, then all attempts shall be made to hold and secure the Archive until such time as a future historical society shall be formed. However, in the event that retaining the space and/or Archives is not feasible, Cheviot may, at its discretion under this Agreement, convey any remaining assets, archives, and property to a successor or similar organization or organizations structures as a tax-exempt organization under IRS Code Section 501(c)(3), so long as such conveyance is allowable under law. In the event Cheviot elects to divest itself of remaining assets, archives, and property, having exhausted efforts to convey archives to tax-exempt organization, Cheviot shall donate archives in whole and in part to the Cincinnati History Archives and Library at the Cincinnati Museum Center, Cincinnati, Ohio, its heirs and assigns, or alternately, to a local historical society organized as a tax-exempt organization under IRS Code Section 501(c)(3).

16. Severability. If any provision of the Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of the Agreement and other such terms, conditions and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the CITY OF CHEVIOT, an Ohio municipal corporation, and the CHEVIOT HISTORICAL SOCIETY have executed the Agreement to be effective as the date first written above.

CITY OF CHEVIOT OHIO

CHEVIOT HISTORICAL SOCIETY

By:

By:

Samuel D. Keller, Mayor Date

Rich Martin, President Date