

**RESOLUTION APPROVING THE COOPERATIVE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY BOARD OF COMMISSIONERS THROUGH ITS OFFICE OF ECONOMIC DEVELOPMENT AND THE ASHTABULA COUNTY PORT AUTHORITY**

WHEREAS, the Cooperative Parties, identified as the Ashtabula County through its Office of Economic Development and the Ashtabula County Port Authority, with the Port Authority being within the geographic area of Ashtabula County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities throughout the County, thereby improving the economic welfare of the residents of the County, the Port Authority, and the State as a whole; and

WHEREAS, the County, in order to allow for continued economic development of Ashtabula County, Ohio and to provide for the establishment and operation of a program of economic development, pursuant to Resolution No. 2022-560 and Section 307.07(A) of the Ohio Revised Code, created an Office of Economic Development, which is responsible for the development and promotion of plans and programs that assure that County resources are efficiently used, and for making sure that economic growth within the County is balanced and coordinated with growth throughout the State and other local governments; and

WHEREAS, the Office of Economic Development, pursuant to Section 307.07(B)(5) of the Ohio Revised Code, is authorized to make grants for the purpose of economic development, including financial assistance for permanent public improvements, in compliance with applicable laws of this State, and to fix the rate of interest and charges to be made for such financial assistance; and

WHEREAS, the Cooperative Parties desire to memorialize the respective commitments and obligations of the Port Authority and the County in regard to certain collaborative economic development efforts within the County, including, specifically, the provision by the County of two million dollars and no cents (\$2,000,000.00) (the "County Funding") to the Port Authority to (i) acquire potential development sites within the County (the "Site Acquisition Costs") and (ii) pay related closing and professional costs in connection with the same, including but not limited to conveyance, survey, and legal fees (collectively, the "Closing Costs" and, together with the Site Acquisition Costs, the "Eligible Expenses"); as follows:

Parties: Ashtabula County Port Authority  
Attn: Executive Director  
35 West Jefferson Street  
Jefferson, Ohio 44047

Ashtabula County Board of Commissioners  
c/o Office of Economic Development  
Attn: Janet Discher, Director  
25 West Jefferson Street  
Jefferson, Ohio 44047

Term: This Agreement shall be and remain in full force and effect from the date hereof (the "Effective Date") until December 31, 2025 (the "Initial Term"). This Agreement will automatically terminate upon the expiration of the Initial Term, unless the Cooperative Parties mutually agree in writing to extend the Term of the Agreement.

Cost: The amount funded to the Port Authority is \$2,000,000

WHEREAS, The commitments from the respective parties, the interest accumulation and distribution, reporting requirements, notices, governing law, authority, counterparts and other important information are outlined in the agreement, as approved and attached.

NOW, THEREFORE BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Cooperative Agreement is hereby approved with a copy of this agreement is now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-95**

**February 07, 2023**

**RESOLUTION APPROVING THE COOPERATIVE AGREEMENT BY AND BETWEEN  
ASHTABULA COUNTY BOARD OF COMMISSIONERS THROUGH ITS OFFICE OF  
ECONOMIC DEVELOPMENT AND THE ASHTABULA COUNTY PORT AUTHORITY**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

**Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

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**COOPERATIVE AGREEMENT**

**by and between**

**ASHTABULA COUNTY BOARD OF COMMISSIONERS**

**through its**

**OFFICE OF ECONOMIC DEVELOPMENT**

**and**

**ASHTABULA COUNTY PORT AUTHORITY**

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**Maximum Principal Not to Exceed \$2,000,000**

**(Development Site Acquisitions Project)**

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**Dated**

**as of**

February 7, 2023

## COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (the “Agreement”) is entered into as of this [ ] day of [ ], 2023 by and between the ASHTABULA COUNTY PORT AUTHORITY (the “Port Authority”), a port authority and a body corporate and politic duly created, organized, and existing under the laws of the State of Ohio (the “State”), and having an address for purposes hereof at 35 West Jefferson Street, Jefferson, Ohio 44047 and ASHTABULA COUNTY through its Board of Commissioners and Office of Economic Development (the “County,” and collectively with the Port Authority, the “Cooperative Parties” and each a “Party”), a county in the State and having an address for the purposes hereof at 25 West Jefferson Street, Jefferson, Ohio 44047.

### RECITALS

WHEREAS, the Cooperative Parties, the Port Authority being within the geographic area of Ashtabula County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities throughout the County, thereby improving the economic welfare of the residents of the County, the Port Authority, and the State as a whole; and

WHEREAS, the County, in order to allow for continued economic development of Ashtabula County, Ohio and to provide for the establishment and operation of a program of economic development, pursuant to Resolution No. 2022-560 and Section 307.07(A) of the Ohio Revised Code, created an Office of Economic Development, which is responsible for the development and promotion of plans and programs that assure that County resources are efficiently used, and for making sure that economic growth within the County is balanced and coordinated with growth throughout the State and other local governments; and

WHEREAS, the Office of Economic Development, pursuant to Section 307.07(B)(5) of the Ohio Revised Code, is authorized to make grants for the purpose of economic development, including financial assistance for permanent public improvements, in compliance with applicable laws of this State, and to fix the rate of interest and charges to be made for such financial assistance; and

WHEREAS, the Cooperative Parties desire to memorialize the respective commitments and obligations of the Port Authority and the County in regard to certain collaborative economic development efforts within the County, including, specifically, the provision by the County of two million dollars and no cents (\$2,000,000.00) (the “County Funding”) to the Port Authority to (i) acquire potential development sites within the County (the “Site Acquisition Costs”) and (ii) pay related closing and professional costs in connection with the same, including but not limited to conveyance, survey, and legal fees (collectively, the “Closing Costs” and, together with the Site Acquisition Costs, the “Eligible Expenses”).

WHEREAS, the obligations of the County herein have been approved, authorized, and directed by the Board of County Commissioners of the County and the Office of Economic Development pursuant to Resolution No. [ ], dated [ ], 2023.

WHEREAS, the obligations of the Port Authority herein have been approved, authorized, and directed by the Port Authority pursuant to Resolution No. 006, dated 2/6, 2023.

WHEREAS, the Cooperative Parties intend to enter into this Agreement to more fully identify the agreed-upon obligations of the Cooperative Parties as described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the Cooperative Parties hereby agree as follows:

1. Term.

- A. This Agreement shall be and remain in full force and effect from the date hereof (the "Effective Date") until December 31, 2025 (the "Initial Term").
- B. This Agreement will automatically terminate upon the expiration of the Initial Term, unless the Cooperative Parties mutually agree in writing to extend the Term of the Agreement.

2. County Commitments.

- A. Within thirty (30) days of the Effective Date, the County will transfer the County Funding to the Port Authority for use in accordance with terms of this Agreement.
- B. Payment in full of the County Funding will be made via the deliverance of a check to the Port Authority.

3. Port Authority Commitments.

- A. Upon receipt of the County Funding, the Port Authority shall deposit the County Funding into a segregated account (the "Cooperative Agreement Account").
- B. The Port Authority may invest the County Funding held in the Cooperative Agreement Account in accordance with its normal investment practices in eligible investments.
- C. The Port Authority will expend funds in the Cooperative Agreement Account on Eligible Expenses in accordance with this Agreement during the Term, as defined in Section 1.
- D. The Port Authority shall have no obligation hereunder to expend any funds, except those held in the Cooperative Agreement Account in connection with this Agreement.
- E. Proceeds from the sale of any real property purchased by the Port Authority under this Agreement shall be deposited in the Cooperative Agreement Account and used for Eligible Expenses during the Term.

- F. Upon the expiration of the Term, as described in Section 1, any amounts remaining in the Cooperative Agreement Account up to \$2,000,000, less the Port Authority's Interest Allotment, shall be returned to the County.
  - G. The Port Authority will make any payment due hereunder by means of a check addressed to the County.
  - H. For avoidance of doubt, the Port Authority shall have no payment obligation to the County hereunder except from funds lawfully available in the Cooperative Agreement Account.
4. **Interest.** Any amounts of interest that accrue as a result of the County Funding being held in the Cooperative Agreement Account, pursuant to the terms of the Agreement shall be split evenly between the Cooperative Parties to this Agreement.
- A. Fifty percent of any interest that accrues shall remain secure and be made payable to the County upon termination of this Agreement, in the manner set forth in Section 3(F) of this Agreement (the "County's Interest Allotment").
  - B. The remaining fifty percent of any interest that accrues shall remain in possession of and may be spent by the Port Authority (the "Port Authority's Interest Allotment") in any manner authorized by this Agreement, including on Eligible Expenses.
5. **Reporting Requirements.** The Port Authority agrees to provide the County with any reports or updates it reasonably requests in writing in connection with the performance of this Agreement.
- A. The Port Authority shall also provide updates, no less frequently than quarterly, regarding any purchase or sale activity related to this Agreement.
6. **Notices.** Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be. Notices shall be addressed as follows:

To the Port Authority:                      Ashtabula County Port Authority  
Attn: Executive Director  
35 West Jefferson Street  
Jefferson, Ohio 44047

To the County: Ashtabula County Board of Commissioners  
c/o Office of Economic Development  
Attn: Janet Discher  
25 West Jefferson Street  
Jefferson, Ohio 44047

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes, and other matters in question between the Port Authority, its agents and employees, and the County, its agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Ashtabula County, Ohio.
8. **Authority.** Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.
9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.
10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Cooperative Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. **Amendment; Modification.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a written instrument signed by an authorized representative of both Cooperative Parties.
12. **Severability.** In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.
13. **Default.** In the event of either Party's default of any term, provision, covenant or condition of this Agreement, the other Party's remedy hereunder shall be limited to specific performance of the obligations hereunder.
14. **Waiver.** Failure by either Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of that provision in the future, and either Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

15. Relationship. This Agreement shall not be interpreted as creating any partnership, joint venture or similar relationship between the Cooperative Parties in any respect whatsoever.
16. Further Actions. The Cooperative Parties agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.
17. Assignment. Neither Party shall assign this Agreement, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party shall be deemed null and void.
18. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, director, officer, agent, or employee of any Party in other than his or her official capacity.
19. Limitation of Obligations. NONE OF THE OBLIGATIONS OF THE COOPERATIVE PARTIES UNDER THIS AGREEMENT SHALL CONSTITUTE A GENERAL OBLIGATION, DEBT, OR BONDED INDEBTEDNESS OF ANY PARTY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE, AND NOTHING CONTAINED IN THIS AGREEMENT IS, OR SHALL BE INTERPRETED AS BEING, BACKED BY THE FULL FAITH AND CREDIT OF ANY OF THE COOPERATIVE PARTIES, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE. ALL OF THE OBLIGATIONS OF THE COOPERATIVE PARTIES SHALL BE PAYABLE SOLELY FROM THE COUNTY FUNDING IN THE COOPERATIVE AGREEMENT ACCOUNT OR ANY OTHER SOURCES SPECIFICALLY IDENTIFIED IN THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the County and the Port Authority have caused this Agreement to be executed as of the Effective Date set forth above.

**ASHTABULA COUNTY PORT  
AUTHORITY**

By: 

Title: EXECUTIVE DIRECTOR

Date: 2/6, 2023

**ASHTABULA COUNTY BOARD OF  
COMMISSIONERS**

By: 

Title: President

Date: February 7, 2023

**COUNTY FISCAL OFFICER'S CERTIFICATE**

The undersigned, Finance Director of the County of Ashtabula, Ohio (the "County") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the County during the year 2023 under the foregoing Agreement (\$2,000,000.00) have been appropriated lawfully for that purpose, and are in the Treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fund Number 1040.001.100-650.051 Grant Allocation Port Authority

Dated: February 6, 2023



Paige Williamson, Fiscal Manger,  
ON BEHALF OF:  
David Thomas, Auditor  
County of Ashtabula, Ohio