

TABLED Nov 14, 2023, Nov 14, 2023

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN ASHTABULA COUNTY THROUGH ITS OFFICE OF ECONOMIC DEVELOPMENT AND GROWTH PARTNERSHIP OF ASHTABULA COUNTY

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Provider: Growth Partnership of Ashtabula County, 35 West Jefferson St., Jefferson, OH 44047

Scope: In general, the economic development services provided to the County would include the following:
Business Retention and Expansion; Business Attraction; Maintain Available Properties Database; Incentives and Economic Development Finance Tools; Identify and Help Secure Funding Sources, Loans, Grants for Economic Development Initiatives, and Serve as the Enterprise Zone Manager for the county.

Term: 3 years beginning January 1, 2024 thru December 31, 2026

Cost: Not to Exceed, \$70,000 annual cost

The Ashtabula County Commissioners are currently members of The Growth Partnership for Ashtabula County at an annual contribution level of \$45,000 in support of the economic development services listed above (Scope). The Commissioners agree to provide additional funding in the amount of \$25,000 per year for the term of this agreement, payable in calendar years 2024, 2025 and 2026. Payment is to be made in January of each year.

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 21st day of November 2023, by and between THE GROWTH PARTNERSHIP FOR ASHTABULA COUNTY ("CONSULTANT") and the ECONOMIC DEVELOPMENT DIRECTOR OF ASHTABULA COUNTY ("ASHTABULA COUNTY"), for services necessary to enable the director to carry out the functions and duties of the office pursuant to Ohio Revised Code Section 307.07(B)(2).

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit an annual statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for three years from the date set forth above.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving sixty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement. ASHTABULA COUNTY's total liability under this Agreement shall be limited to the amount set forth in the Auditor's

certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of ASHTABULA COUNTY be personally liable for any obligations or claims arising out of or related to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT and ASHTABULA COUNTY shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation

the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT: The Growth Partnership For Ashtabula County
35 West Jefferson Street
Jefferson, OH 44047

To ASHTABULA COUNTY:
Ashtabula County

Attn: Office of Economic Development
25 West Jefferson Street
Jefferson, Ohio 44047

with a copy to: Ashtabula County
Attn: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.


SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

DIRECTOR OF ECONOMIC DEVELOPMENT OF ASHTABULA COUNTY:

By:  Date: 11-24-23
Its: President

GROWTH PARTNERSHIP, LLC

By:  Date: 11-9-2023
Its: PRESIDENT

Approved as to Legal Form:

Colleen M. O'Toole,
Ashtabula County Prosecutor
Date: _____

Exhibit A Scope of Services

CONSULTANT shall provide the following services:

Business Retention and Expansion

CONSULTANT will prioritize and coordinate meeting with existing companies in order to identify expansion opportunities, linked target industries and companies, business threats, risks of closure, etc. CONSULTANT will assist companies that are considering relocation or expansion to fully consider opportunities for remaining and expanding in the County and will work with the County to take the steps necessary to facilitate the expansion of local businesses. This is an ongoing activity.

Business Attraction

CONSULTANT will identify companies that could potentially locate in the County. CONSULTANT will work with these companies to fully consider the options for establishing a facility in the County and will work with the County to undertake the steps necessary to facilitate the companies' plans. Also, CONSULTANT will coordinate and respond to site selection inquiries received from JobsOhio and other economic development organizations where the County meets the screening criteria. Business attraction efforts will include representation at relevant industry trade shows and conferences. CONSULTANT will analyze regional industry clusters and develop a list of targeted industry sectors.

Maintain Available Properties Database

CONSULTANT will maintain a database of available properties that are for sale or lease. CONSULTANT will publish the list of available properties on the County's website, and work to ensure that the list is updated regularly. CONSULTANT will place significant available properties on various online property listing sources, which may

include, but not necessarily be limited to, JobsOhio's ZoomProspector, LinkedIn and others as identified/appropriate.

Incentives and Economic Development Finance Tools

CONSULTANT will assist the County with the analysis and implementation of incentives and financing tools that may be needed to complete development projects. CONSULTANT will provide recommendations regarding guidelines for determining when incentives or assistance should be provided.

Identify Funding Sources

CONSULTANT will help to identify opportunities to secure State and Federal grants and/or loans to assist with funding the County's economic development initiatives. CONSULTANT will assist the County with the preparation, submission and any ongoing compliance with grant applications/awards.

Serve as the Enterprise Zone Manager for the County

CONSULTANT will assist the County with its responsibilities pertaining to enterprise zones under Chapter 5709 of the Ohio Revised provided that any agreement under Section 5709.63 shall not be forwarded to the board of county commissioners without prior approval from the county prosecutor.

Exhibit B
Fees for Services

CONSULTANT will be paid upon submittal of an acceptable and reasonably detailed invoice to the ASHTABULA COUNTY on an annual basis as follows:

- \$45,000 per year for the Services
- \$25,000 per year for an additional project manager position dedicated to performance of the Services