

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN THE OFFICE OF BUDGET AND MANAGEMENT AND THE BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY, OHIO

WHEREAS, pursuant to Section 280.10 of Amended Substitute House Bill 45 (the "Act"), the 134th General Assembly of the State of Ohio has appropriated funds in the amount of \$13,950,000 to the Ohio Office of Budget and Management ("OBM") in appropriation item 042426, Ashtabula County Supplement; and

WHEREAS, pursuant to 280.22 of the Act, OBM shall grant said funds to the County for the purpose of retiring any outstanding debt obligations on the Geneva Lodge and Conference Center; and

WHEREAS, pursuant to 280.22 of the Act, any funds in excess of the outstanding debt shall be used by the County to pay costs of deferred maintenance on the lodge; and

WHEREAS, the County Supplemental Grant Fund (Fund 5ZFO), created in the state treasurer pursuant to Section 280.24 of the Act, shall consist of moneys transferred to it from the State Park Fund (Fund 5120) pursuant to 280.26 of the Act; and

WHEREAS, pursuant to 280.24 of the Act, the Director of OBM shall use the appropriated amount in appropriation item 042426, Ashtabula County Supplement, in administering the grant to the County; and

WHEREAS, said agreement being further outlined below:

Parties: Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
Ohio Office of Budget and Management, 30 E. Broad St., 34th Floor, Columbus OH 43215

Purpose: Funds to be used by the County for the purposes of (i) retiring any outstanding debt obligations on the Geneva Lodge and Conference Center and (ii) to the extent funds exist in excess of the outstanding debt, to pay costs of deferred maintenance on the lodge.

Amount: Payable to Ashtabula County, Not to exceed: \$13,950,000

Term: Effective as the date of last signatures of the parties. The agreement will expire upon: (i) the County's submission of its final expenditures report pursuant to Section 4. Report of Expenditures herein and (ii) the determination by OBM that all funds granted to the County were expended in accordance with and satisfaction of this agreement; now

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-205

April 04, 2023

**RESOLUTION APPROVING GRANT AGREEMENT BETWEEN THE OFFICE OF
BUDGET AND MANAGEMENT AND THE BOARD OF COUNTY COMMISSIONERS
OF ASHTABULA COUNTY, OHIO**

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.



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

**GRANT AGREEMENT BETWEEN THE OFFICE OF BUDGET AND MANAGEMENT AND
THE BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY, OHIO**

This Grant Agreement (“Agreement”) is made and entered into by and between the State of Ohio (the “State”), through the Ohio Office of Budget and Management (“OBM”), acting by and through its Director, and located at 30 E. Broad Street, Columbus, Ohio 43215, and the Board of County Commissioners of Ashtabula County, Ohio (the “County”), located at 25 W. Jefferson St., Old Courthouse, 2nd Floor, Jefferson, Ohio 44047 (individually a “Party” or collectively the “Parties”).

WHEREAS, pursuant to Section 280.10 of Amended Substitute House Bill 45 (the “Act”), the 134th General Assembly of the State of Ohio has appropriated funds in the amount of \$13,950,000 to OBM in appropriation item 042426, Ashtabula County Supplement;

WHEREAS, pursuant to Section 280.22 of the Act, OBM shall grant said funds to the County for the purpose of retiring any outstanding debt obligations on the Geneva Lodge and Convention Center;

WHEREAS, pursuant to Section 280.22 of the Act, any funds in excess of the outstanding debt shall be used by the County to pay costs of deferred maintenance on the lodge;

WHEREAS, the County Supplemental Grant Fund (Fund 5ZF0), created in the state treasury pursuant to Section 280.24 of the Act, shall consist of moneys transferred to it from the State Park Fund (Fund 5120) pursuant to Section 280.26 of the Act; and

WHEREAS, pursuant to Section 280.24 of the Act, the Director of OBM shall use the appropriated amount in appropriation item 042426, Ashtabula County Supplement, in administering the grant to the County.

NOW, THEREFORE, for the purposes of providing the funds to the County in accordance with the Act, the Parties hereby covenant and agree as follows:

1. **Funding Amount and Purpose.** OBM agrees to provide the County \$13,950,000 via electronic funds transfer to be used by the County for the purposes of: (i) retiring any outstanding debt obligations on the Geneva Lodge and Convention Center and (ii) to the extent funds exist in excess of the outstanding debt, to pay costs of deferred maintenance on the lodge. In no event shall OBM’s payment to the County exceed \$13,950,000. Any funds provided under this Agreement that are not spent in accordance with the intent and purpose of the appropriation under the Act or in violation of federal, state, or local laws or regulations shall be returned in full to the State.
2. **Certification of Funds.** It is expressly understood and agreed by the Parties that none of the rights, duties and obligations of the Parties under this Agreement shall be binding on either Party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available.
3. **Bonded and Insured Employees and Agents.** The County hereby certifies to OBM that: (i) all individuals or agents of the County who are responsible for maintaining or disbursing funds acquired through this Agreement are or will be fully bonded or insured against the loss of such funds; (ii) the bonding agent or insurer shall be licensed to do business in Ohio; and (iii) no part of the funds acquired by the County through this Agreement shall be spent to obtain that bonding or insurance.

4. **Report of Expenditures.** Upon expenditure of all funds granted under this Agreement, the County agrees to submit a final expenditure report to OBM detailing the use of these funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1. Funding Amount and Purpose of this Agreement.
5. **Relationship of the Parties.** It is fully understood and agreed to by the County that neither the County nor its officers, employees, or personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State or OBM.
6. **Term of Agreement.**

- a. **Effective Date.** This Agreement shall commence on the date of last signature of the Parties below (the "Effective Date").
- b. **Expiration.** This Agreement will, unless otherwise earlier terminated herein, expire upon: (i) the County's submission of its final expenditures report pursuant to Section 4. Report of Expenditures herein and (ii) the determination by OBM that all funds granted to the County were expended in accordance with and satisfaction of this Agreement.

Provisions of this Agreement have no force upon expiration unless its context provides otherwise.

- c. **Breach; Notice.** OBM reserves the right to terminate this Agreement upon written notice to the County and to recover any funds distributed to the County, or by the County to contractors or other payees, in violation of the terms of this Agreement.
 - d. **Opportunity to Cure.** OBM, in its sole discretion, may permit the County to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding OBM permitting a period of time to cure the breach or the County's cure of the breach, nothing in this Agreement shall prohibit the State or OBM from exercising any other rights or remedies available to it under federal or state law.
7. **Notice.** All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: (i) hand-delivered with delivery acknowledged in writing; (ii) sent by U.S. Certified mail, return receipt requested, postage prepaid; (iii) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or (iv) sent by fax or e-mail, and shall be respectively addressed as follows:

As to the County:

Ashtabula County Commissioners
25 W. Jefferson St., Old Courthouse, 2nd Floor
Jefferson, Ohio 44047

Telephone: 440-576-3750

E-mail: JPDucro@ashtabulacounty.us;
crkozlowski@ashtabulacounty.us;
KLWhittington@ashtabulacounty.us

As to OBM:

Todd Clark, Chief Fiscal Officer
30 E. Broad Street, 34th Floor
Columbus, Ohio 43215

Telephone: 614-644-8795

E-mail: todd.clark@obm.ohio.gov

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or e-mail shall be effectively given only upon acknowledgment of receipt by the receiving Party. The Parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other Parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

8. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the County within forty-five (45) days of demand to the Ohio Treasurer of State, 30 East Broad Street, 9th Floor, Columbus, Ohio 43215. Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to OBM.
9. **Reports and Records.** During the term of this Agreement and for three (3) years after, the County shall keep and make all reports and records associated with the grant under this Agreement available to the State, OBM, the Ohio Auditor of State, or other authorized representatives, agents, or representatives as necessary upon request.
10. **Liability; Waiver of Liability.** The County shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each Party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that OBM does not indemnify the County. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of the County granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall OBM be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, the County agrees not to seek any determination of liability against OBM or any department, agency, or official of the State in the case of claim or suit arising from the funds provided to the County under this Agreement. The County forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against OBM and its employees, agents, officials, and attorneys arising from, or relating to, this Agreement.
11. **Public Funds Compliance.** The County will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by the County under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect

the funds against loss. Funds granted to the County shall be held in compliance with Chapter 135 of the Revised Code.

12. **Ohio Ethics Law.** The County certifies that it is in compliance with and will continue to adhere to the requirements of the Ohio ethics and conflict of interest laws as found in R.C. Chapter 102 and R.C. §§ 2921.42 and 2921.43. The County understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
13. **Drug-free Workplace.** The County agrees to comply with all applicable state and federal laws regarding a drug-free workplace.
14. **No Findings for Recovery.** The County represents and warrants to the State that no officer, employee, or agent is subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The County agrees that if this representation or warranty is determined by OBM to be false, the Agreement shall be void ab initio as between the Parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
15. **Employment Nondiscrimination.** The County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The County will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
16. **Equal Opportunity Compliance.** To the extent applicable, the County shall comply with the requirements of R.C. 125.111 for all contracts for purchases extending from this Agreement to pay the costs of deferred maintenance on the lodge.
17. **Prevailing Wage.** To the extent applicable, the County shall comply with the prevailing wage requirements of Chapter 4115 of the Revised Code extending from this Agreement to pay the costs of deferred maintenance on the lodge.
18. **Campaign Contributions.** The County hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. 3517.13.
19. **Compliance with Laws.** The County shall comply with all applicable federal, state, and local laws and regulations in the performance of the County's obligations under this Agreement.
20. **Miscellaneous Provisions.**
 - a. **Controlling Law.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The County consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

- b. **Waiver.** A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- c. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the County, without the prior written consent of OBM.
- d. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- e. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- f. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
- g. **Amendment.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing, and officially signed by both Parties.
- h. **Execution.** This Agreement is not binding upon OBM unless executed in full and is effective as of the last date of signature by the Parties.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original.

(remainder of page intentionally left blank)

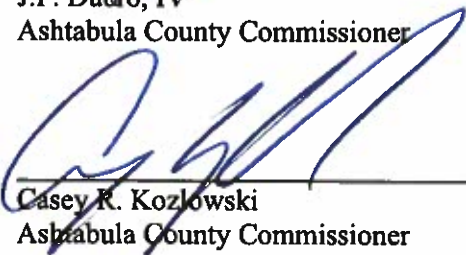
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

Ashtabula County (Ohio) Commissioners

By: 


J.P. Ducro, IV
Ashtabula County Commissioner

Date: 4/4/2023

By: 

Casey R. Kozlowski
Ashtabula County Commissioner


Date: 4/4/2023

By: 

Kathryn L. Whittington
Ashtabula County Commissioner

Date: 4/4/2023

Ohio Office of Budget and Management

By: 

Kimberly A. Murnieks
Director

Date: 4/22/2023