

RESOLUTION APPROVING AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A REVOLVING LOAN FUND AWARD, IN ACCORDANCE WITH THE REINVIGORATING LENDING FOR THE FUTURE ACT (PUB. L. 116-192) UNDER THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) REVOLVING LOAN FUNDS (RLF), ASHTABULA COUNTY (CO-RECIPIENT) AND ASHTABULA 503 CORPORATION (CO-RECIPIENT)

WHEREAS, in accordance with Resolution 93-1133 adopted on August 30, 1993, Ashtabula County and the Ashtabula County 503 Corporation are co-grantees and co-recipients of Economic Development Administration (EDA) grant funds; and

WHEREAS, the Ashtabula County Board of Commissioners and the Ashtabula County 503 Corporation now come to approve the agreement to release the EDA federal interest in the Revolving Loan Fund Award; and

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Co-Recipients one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 06-39-02058; 06-39-02058-01; 06-39-02058-02 (the Award).

WHEREAS, EDA retains a federal interest in the Award and Co-Recipients have submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request).

WHEREAS, EDA and Co-Recipients agree that the current value of the RLF capital base is \$1,743,292.00 the federal investment rate is 71.43%, and the federal share of the RLF capital base is \$950,000.00 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Co-Recipients of funds under the Award, 2) Co-Recipients have complied with the terms and conditions of the Award, and 3) Co-Recipients propose to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Co-Recipients agree herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Co-Recipients agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.
 - a. Co-Recipients use of Award Funds no longer needs to comply with, among other things, the following authorities:
 - i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI.
 - ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).
 - iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.

are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

6. Entire Agreement. This Agreement contains the entire understanding of EDA and Co-Recipients with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

7. Authority. Co-Recipients represent that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Co-Recipients have been duly authorized by all necessary corporate or other actions, (c) Co-Recipients have duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Co-Recipients.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-194

May 11, 2021

RESOLUTION APPROVING AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A REVOLVING LOAN FUND AWARD, IN ACCORDANCE WITH THE REINVIGORATING LENDING FOR THE FUTURE ACT (PUB. L. 116-192) UNDER THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) REVOLVING LOAN FUNDS (RLF), ASHTABULA COUNTY (CO-RECIPIENT) AND ASHTABULA 503 CORPORATION (CO-RECIPIENT)

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

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

**Absent
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

**AGREEMENT TO RELEASE THE EDA FEDERAL INTEREST IN A
REVOLVING LOAN FUND AWARD**

THIS AGREEMENT is between the United States Department of Commerce, Economic Development Administration (EDA); Ashtabula County (Co-Recipient) and Ashtabula County 503 Corporation (Co-Recipient).

WHEREAS, EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to Co-Recipients one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 06-39-02058; 06-39-02058-01; 06-39-02058-02 (the Award).

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WHEREAS, EDA and Co-Recipients agree that the current value of the RLF capital base is \$1,743,292.00 the federal investment rate is 71.43%, and the federal share of the RLF capital base is \$950,000.00 (the Award Funds).

WHEREAS, EDA has determined that 1) more than seven years have passed since the final EDA disbursement to Co-Recipients of funds under the Award, 2) Co-Recipients have complied with the terms and conditions of the Award, and 3) Co-Recipients propose to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

WHEREAS, EDA agrees herein to release its federal interest in the Award and Co-Recipients agree herein to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

NOW THEREFORE, EDA and Co-Recipients agree as follows:

1. EDA's Release. EDA agrees to release its federal interest in the Award. EDA's reversionary interest in the Award will cease to exist as of the effective date of this agreement.

a. Co-Recipients use of Award Funds no longer needs to comply with, among other things, the following authorities:

i. OMB regulations at 2 CFR part 200, including the Compliance Supplement at Appendix XI.

ii. EDA regulations at 13 CFR chapter III, including the RLF-specific regulations at part 307, subpart B (including the requirement at 13 CFR § 307.14 to submit Form ED-209 RLF Financial Report to EDA).

iii. The terms and conditions attached to the Award, including the Department of Commerce's Standard Terms & Conditions, the EDA RLF Standard Terms & Conditions, and any Special or Specific Award Conditions.

iv. The EDA-approved RLF plan or any related document governing administration of the Award.

b. This release of the EDA federal interest in the Award does not extend to or include a release of any other entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base. More specifically, if Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) or funds from the U.S. Department of Agriculture (USDA) were used as local share under the Award, this release of the EDA federal interest does not extend to or include a release of any HUD or USDA federal interest in the RLF capital base. If Co-Recipients seek a release of another entity's interest in the RLF capital base, including another federal agency's interest in the RLF capital base, Co-Recipients must negotiate such a release with the other entity and EDA will not participate in that negotiation.

2. Co-Recipients Use of Award Funds. Co-Recipients agree to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA.

a. Co-Recipients shall not use Award Funds to construct schools, community centers, municipal buildings, or otherwise use Award Funds to carry out activities outside of the economic development purposes of PWEDA, nor shall Co-Recipients use Award Funds to pay general costs of government.

b. Co-Recipients shall not transfer Award Funds to a natural person, for-profit entity, or other entity ineligible for award under sections 3(4) and 209 of PWEDA (42 U.S.C. § 3122(4) and § 3149). For the sake of clarity, Award Funds may be used to contract with for-profit entities for goods and services for one or more activities that continue to carry out the economic development purposes of PWEDA and to operate an RLF that makes loans to for-profit organizations.

c. Award Funds must be used in a manner consistent with EDA's non-relocation policy. Specifically, Co-Recipients shall not use Award Funds to induce the relocation of existing jobs within the U.S. that are located outside of a jurisdiction to within that jurisdiction in competition with other U.S. jurisdictions for those same jobs.

d. Award Funds must be used in accordance with section 602 of PWEDA (42 U.S.C. § 3212). Specifically, Co-Recipients shall ensure that all laborers and mechanics employed by contractors or subcontractors on projects assisted by Award Funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor as provided by section 602 of PWEDA or as it may be amended in the future.

e. Co-Recipients shall use Award Funds in accordance with applicable federal, state, and local law, including applicable non-discrimination law. Co-Recipients may not use Award Funds for any purpose that would be prohibited by the Establishment Clause of the U.S. Constitution if the Award Funds were expended directly by the Federal Government.

f. Co-Recipients are not required by the terms of this Agreement to seek EDA approval or permission to use Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA but that differ from the activities described in the Request, attached hereto as Appendix A.

g. Co-Recipients shall provide timely and accurate responses to EDA inquiries regarding Co-Recipients use of the Award Funds. Following the release of EDA's federal interest, EDA remains interested in working with Co-Recipients to promote Co-Recipients RLF or other activities that continue to carry out the economic development purposes of PWEDA.

3. Enforcement. In the event that EDA determines that Award Funds have been used in a manner inconsistent with this agreement, EDA may require Co-Recipients to return the misspent portion of the

Award Funds to the Federal Government, which may include the establishment of a debt with the U.S. Department of the Treasury.

4. Indemnification. To the extent permitted by law, Co-Recipients agree to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of releasing EDA's federal interest in the Award.

5. Governing Law; Severability. This Agreement is governed by applicable federal law, if any, and if there is no applicable federal law by state law. The terms of this Agreement do not limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

6. Entire Agreement. This Agreement contains the entire understanding of EDA and Co-Recipients with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

7. Authority. Co-Recipients represent that (a) it has the power and authority to execute and perform this Agreement, (b) the execution and performance of this Agreement by Co-Recipients have been duly authorized by all necessary corporate or other actions, (c) Co-Recipients have duly and validly executed this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against Co-Recipients.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, EDA and Recipient have caused this Agreement to be duly executed by their respective officers as of the date indicated.

**DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT
ADMINISTRATION**

**ASHTABULA COUNTY
503 CORPORATION**

By: _____

Susan M. Brehm
Regional Director
Chicago Regional Office

By: _____

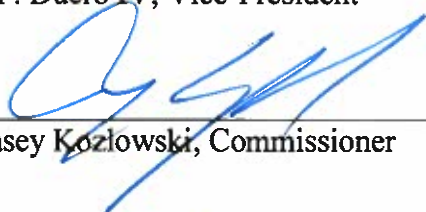
Sarah Bogardus
Executive Director

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn Whittington, President



J. P. Ducro IV, Vice-President



Casey Kozlowski, Commissioner

Date: 5/11/2021

Appendix A

Co-Recipient's written request that EDA release its federal interest in the Award.

ASHTABULA COUNTY
COMMISSIONERS
Kathryn L. Whittington
J. P. Ducro IV
Casey R. Kozlowski



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

May 11, 2021

Susan Brehm
Regional Director, Chicago Regional Office
U.S. Department of Commerce, EDA
230 S. Dearborn Street, Suite 3280
Chicago, IL 60604

Re: Request to release EDA's federal interest in EDA revolving loan fund award

Dear Director:

The Ashtabula County Board of Commissioners, as co-recipients with the Ashtabula County 503 Corporation, hereby submit this written request that EDA release its federal interest in the Award. The requested information is outlined below:

1. Your organization's name and contact information;
Ashtabula County Board of Commissioners
Kathryn Whittington, President, 440-576-3750
2. Identifying information for the RLF award:
Awards #06-39-02058 approximate award date 9/24/1984 – Federal Investment Rate 71.43%
#06-39-02058-01 approximate award date 7/24/87
#06-39-02058-02 approximate award date 7/22/93

Evidence that final disbursement occurred more than seven years is not available

3. Value of the RLF award
Total capital base is \$1,743,292.00 (\$553,206.00 in outstanding loans and \$1,190,086.00 cash)
4. We will use the RLF award funds to continue to operate the existing RLF to continue to carry out the economic development purposes of PWEDA.
5. I certify that Ashtabula County Board of Commissioners has complied with the terms and conditions of the RLF award.

Supplemental materials attached:

- Resolution from Ashtabula County Board of Commissioners approving agreement
- Signed agreement to release the EDA Federal Interest in a Revolving Loan Fund Award

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Kathryn Whittington, President

J. P. Ducro IV, Vice-President

Casey Kozlowski, Commissioner