

RESOLUTION RESCINDING RESOLUTION NUMBER 2024-524 AND APPROVING NEW JOINT USE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND THE LAKE ERIE COUNCIL, BOY SCOUTS OF AMERICA INC.

WHEREAS, on November 19, 2024 by Resolution Number 2024-524, a resolution was adopted to approve a Joint Use Agreement by and between Ashtabula County and the Lake Erie Council, Boy Scouts of America Inc.; and

WHEREAS, said resolution and agreement did not meet ODNR's criteria regarding Use of Facilities by Governmental Agency; and

WHEREAS, a new Joint Use Agreement has been submitted with the corrected language required by ODNR; and

WHEREAS, it is now necessary to rescind Resolution Number 2024-524 and approve the new Joint Use Agreement; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, do hereby rescind Resolution Number 2024-524 and approve the new Joint Use Agreement with the additional language regarding Use of Facilities by Governmental Agency.

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. 2025-100

February 20, 2025

**RESOLUTION RESCINDING RESOLUTION NUMBER 2024-524 AND APPROVING
NEW JOINT USE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND
THE LAKE ERIE COUNCIL, BOY SCOUTS OF AMERICA INC.**

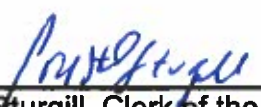
Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into by and between Ashtabula County, whose address is 25 West Jefferson Street, Jefferson OH 44047 ("Governmental Agency"), and the Lake Erie Council, Boy Scouts of America INC., an Ohio Charitable Organization, whose address is 2241 Woodland Ave., Cleveland OH 44105 ("Nonprofit").

WHEREAS, through H.B. 2, Nonprofit received an appropriation in the amount of \$ 350,000 (the "Appropriated Funds"); and

WHEREAS, Nonprofit will use these Appropriated Funds for the purpose of construct a STEM Innovation Center (the "Project"); and

WHEREAS, the Project will be comprised of, or part of, facilities (the "Facilities") located on real property to be acquired or currently owned by Nonprofit (the "Property"); and

WHEREAS, to establish the ability of Nonprofit to obtain the Appropriated Funds for the Project, Section 509.11 of H.B. 2 requires Nonprofit to enter into a Joint Use Agreement with Governmental Agency that contains the requirements in H.B. 2 Section 509.11 (B)(1)-(3); and

WHEREAS, Lake Erie Council, Boy Scouts of America INC. has demonstrated that the value of the use of the Facilities is reasonably related to the amount of the Appropriated Funds through the worksheet included in this Agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the parties hereby agree as follows:

Property Owned or Leased by Nonprofit: The Facilities consists of STEM Innovation Center, on the property, located at 2429 Ohio 45, Rock Creek, Ohio. Nonprofit owns the Property.

Use of Facilities by Governmental Agency. Nonprofit shall permit the Governmental Agency to use, and benefit from, the Facilities for the purposes of introducing youth to advanced careers related to engineering, energy, additive manufacturing, and robotics. During the summer, the Governmental Agency will host a STEM Camp at the Facility open to the public for all youth participation. In the fall, the Nonprofit will host the public at large to participate in Fall Family Fun Camps.

1. The State of Ohio shall be reimbursed should the Governmental Agency's right to use or benefit from the Facilities be terminated by the Nonprofit prior to the expiration of the term of this Agreement, in an amount calculated by dividing the Appropriated Funds by 15 and multiplying that sum by 15 less the number of full years the Property has been used by the Governmental Agency.
2. **Use of funds.** The Appropriated Funds shall be used as described in H.B. 2 and shall be used only for capital improvements and not operating costs. Any Appropriated Funds that are not spent shall be returned in full to the State of Ohio.

3. **Insurance for Nonprofit's Property.** Nonprofit agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of any use of the Facilities or Property contemplated herein. Nonprofit shall also procure, and continue in force, casualty insurance, insuring against all risks of loss or damage to the Facilities or Property and the improvements made thereto under the Project.
4. **Indemnification.** Nonprofit shall indemnify and hold Governmental Agency harmless from all liability for construction, operation, and maintenance costs of the Project.
5. **Compliance with Federal, State, and Local Laws.** Nonprofit shall comply with all applicable federal, state, and local laws as well as state administrative regulations relating to the capital improvement process, including construction, bidding and ethics laws and regulations.
6. **Competitive Bidding.** Nonprofit will follow competitive bidding procedures to include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
7. **Term.** The term of this Agreement shall be coextensive with the grant agreement between the Ohio Department of Natural Resources ("ODNR") and Nonprofit relating to the Appropriated Funds and Project.
8. **Amendments.** Any amendments to this Joint Use Agreement must be approved by ODNR before any amendment takes effect.

GOVERNMENT AGENCY

NONPROFIT

Signature: J.P. Duxro IV

Signature: MAR

Printed Name: J.P. Duxro IV

Printed Name: Marc Ryan

Title: President

Title: CEO

Date: 2-20-25

Date: 2/13/2025

SECTION III: VALUE ANALYSIS EXPLANATION

Explain how each use listed in Section II above was valued for this analysis.

Use No.	Value Analysis Explanation
1	Ashtabula County STEM camp will have access to this facility to provide its youth citizens with hands on engagement in the STEM world. The cost of participating in this camp is valued at \$65 per person. Ashtabula County will have 100 participant slots allotted for use. This is a value of \$6,500 total.
2	Fall Family Fun Camp will be open to all youth and parents of Ashtabula County on the first, second, and third weekends of October annually. Youth and their parents will be able to participate in STEM programs at the STEM Innovation Center and participate in experiential learning and character-building activities. The cost of participating in this camp is valued at \$65 per person. Ashtabula County will have 100 participant slots per weekend (300 participants total) allotted for use. This is a value of \$6,500 per weekend and \$19,500 total.