

RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT BY AND BETWEEN THE STATE OF OHIO, DEPARTMENT OF REHABILITATION AND CORRECTION AND THE COUNTY OF ASHTABULA WITH RESPECT TO THE ASHTABULA COUNTY JAIL FACILITY, SHERIFF'S OFFICE

WHEREAS, the Board of County Commissioners of the County of Ashtabula (the "Board") desires to enter into a LOCAL JAIL CAPITAL PROJECT AGREEMENT (the "Agreement"), with the Ohio Department of Rehabilitation and Correction (the "Department") concerning the Ashtabula County Jail Facility in the County (the "Project") in accordance with the terms hereof and the Agreement.

WHEREAS, the Ashtabula County Sheriff's Office has been awarded a grant in the amount of \$84,220.00 from the Department of Rehabilitation and Correction to support capital improvements and equipment needs within the Ashtabula County Jail Facility; and

WHEREAS, said grant funding will be utilized for the purchase of new radios for correctional officers and the implementation of a jail software system known as Guard 1 electronic, which will enhance safety, communication, and operational efficiency within the facility; now

THEREFORE, BE IT RESOLVED, by the Board as follows:

Section 1. Any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and on behalf of the County, the Agreement, in substantially the form submitted to and now on file with the County, which is hereby approved, with such changes therein not inconsistent with this Resolution as may be approved by such members of the Board. The approval of such changes by this Board shall be conclusively evidenced by the execution of the Agreement by such County Commissioners.

Section 2. Each member of the Board and other county officials are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to affect the intent of this Resolution.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

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. 2026-217

May 05, 2026

RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT BY AND BETWEEN THE STATE OF OHIO, DEPARTMENT OF REHABILITATION AND CORRECTION AND THE COUNTY OF ASHTABULA WITH RESPECT TO THE ASHTABULA COUNTY JAIL FACILITY, SHERIFF'S OFFICE

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

VOTE:

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

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

LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT

Ohio Department of Rehabilitation and Correction

Ashtabula County Jail Project

This Local Jail Capital Project Grant Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the State of Ohio (the “State”), Ohio Department of Rehabilitation and Correction, 1800 Harmon Ave, Columbus Ohio 43223 (hereinafter referred to “state” or as “ODRC”), acting by and through its Director, pursuant to Sections 154.17, 5120.01 and 5120.10 of the Ohio Revised Code and House Bill No. 96, of the 136th General Assembly of the State of Ohio and the County of Ashtabula, a county and Ohio political subdivision (hereinafter referred to as “Grantee”) acting by and through its authorized representative (ODRC and the Grantee, collectively, the Parties). This Agreement becomes effective upon the date it is last signed by all the Parties (“Effective Date”) and supersedes the previous agreement signed pursuant to House Bill No. 33, of the 135th General Assembly of the State of Ohio.

RECITALS

Pursuant to House Bill No. 96, of the 136th General Assembly of the State of Ohio, bonds were issued by the Ohio Treasurer of State from which funds were reappropriated to make a grant to the Grantee for the costs associated with capital improvements to Ashtabula County Jail in appropriation item C50100, as more fully described in Exhibit A ‘Project Description’ (hereinafter referred to as “Project”).

The General Assembly has identified the Adult Correctional Building Fund (Fund 7027), created and existing under Section 154 of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 21 of the Ohio Constitution, capital facilities lease-appropriation bonds (the “Bonds”) have been or will be issued by the Ohio Treasurer of State (the “Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for Local Jails, all as defined and fully described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODRC to provide funding to the Grantee for the Project under this Agreement. Because ODRC is funding the Project with proceeds of those Bonds, ODRC requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and State laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purpose of providing the funds to the Grantee pursuant to House Bill No. 96 of the 136th General Assembly, the parties hereto covenant and agree as follows:

FUNDING AMOUNT. ODRC agrees to provide the Grantee Eighty-Four Thousand Two Hundred Twenty Dollars (\$84,220.00), via qualifying reimbursement, to be used toward the total cost of the Project. In no event shall ODRC's payment to Grantee exceed Eighty-Four Thousand Two Hundred Twenty Dollars (\$84,220.00). Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State of Ohio.

1. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds to be used for the sole and express purpose of undertaking and completing the capital project, as more fully described in Exhibit A attached hereto.
2. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on its effective date and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 20 years from the date of Project completion; or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). It is estimated Grantee shall complete the Project on or before _____, 20__.
3. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as an adult correctional facility. The Grantee represents that it is the fee simple owner or has a long-term lease with a term longer than the Term hereof, of the property as described on Exhibit B attached hereto, on which the Project will be located.
4. **CONSTRUCTION SERVICES.** If applicable, the Grantee represents that at the time of facility development with the proceeds of this Agreement it will contract for all construction services for the Project and will provide construction administration. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
5. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee, or its assigns approved by ODRC, shall be solely responsible for the operation, maintenance, and upkeep of the Project acquired or developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the Project is used in the intended purpose during the Term. Failure to comply with this provision or any other provision of the Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODRC to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds used to finance the grant to the Grantee over (y) the total number of months that such Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODRC, and ODRC shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission.

6. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

7. **COPY WITH REMITTANCE.** 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 ODRC.

8. **CONVEYANCE OF INTEREST IN PROJECT TO ODRC.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to the ODRC an interest in the property upon which the Project shall be located, consisting of the right to use and occupy the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This long-term interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that the ODRC may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission or such other State agency selected by ODRC, and Grantee does hereby consent to such assignment or conveyance. In addition, ODRC has entered into a lease with the Ohio Public Facilities Commission relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect Grantee's Project or the use thereof. The ODRC acknowledges that, absent a default by Grantee, ODRC has no right to use or occupy the Project. ODRC shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODRC through the Term of this Agreement without the prior written consent of ODRC and the Ohio Public Facilities Commission, which consent shall not be unreasonably withheld. All notices, demands, requests, consents, approvals and other communications to the Ohio Public Facilities Commission shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

10. **WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODRC, the OPFC, the Treasurer or any department, agency or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODRC and all employees, agents, officials and contractors and attorneys of same in relation to the Project.
11. **INSURANCE.** Unless otherwise agreed by ODRC, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance

to insure the ODRC, the OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODRC, such insurance shall remain in force at all times from the date hereof through the Term of this Agreement.

Self-Insurance

Instead of providing the general liability and property insurance above, the Grantee may name the ODRC, the OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Grantee, in order to meet the insurance requirements set forth herein.

- (a) If the Grantee has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Grantee hereby insures the ODRC, the OPFC, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposure of the Grantee related to the Project or the operation of the Project.
- (b) If the Grantee is part of a joint self-insurance pool created under ORC Section 2744.08, the Grantee shall provide certification from the pool's qualified risk assessor that such self-insurance program will insure the ODRC, the OPFC, the Treasurer and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee.
- (c) The Grantee certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

12. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of funds by the Controlling Board, Grantee will provide ODRC with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. PUBLIC FUNDS COMPLIANCE. The Grantee 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 Grantee 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. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

- 14. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODRC and Ohio Public Facilities Commission for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.
- 15. RESTRICTIONS ON EXPENDITURES.** The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds Granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.
- 16. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other proper means that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State of Ohio.
- 17. NO FINDING FOR RECOVERY.** The Grantee represents and warrants to the State that it is not 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 Grantee agrees that if this representation or warranty is determined by ODRC 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.
- 18. PROJECT NONDISCRIMINATION.** The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.
- 19. EMPLOYMENT NONDISCRIMINATION.** The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

20. ODRC RIGHT TO TERMINATE. The State of Ohio reserves the right to terminate this Agreement if the Grantee is determined by ODRC to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

21. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-007, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C50100 – Local Jails. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2015-007.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder and acknowledges that its employees are not employees of the ODRC with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay the ODRC for any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to working capital expenditures) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain of what expenditures are eligible to be financed with funds provided under this Agreement.

22. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

23. ETHICS CERTIFICATION. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee 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 of Ohio.

24. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

25. MISCELLANEOUS.

- 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. Grantee 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 Grantee, without the prior written consent of the ODRC.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses listed below. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. 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.

For ODRC:

Ohio Department of Rehabilitation and Correction
Attn: Legal Services
P.O. Box 430
Columbus, Ohio 43216

For the County:

Ashtabula County Commissioners' Office
25 W. Jefferson St.
Jefferson, Ohio 44047

- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODRC unless executed in full and is effective as of the last date of signature by the ODRC.
- h. 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.

26. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODRC have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director or Designee of the Department of Rehabilitation and Correction signs this Agreement.

FOR THE GRANTEE:

Ashtabula County

Signature

Printed Name

Title

COUNSEL

STATE OF OHIO:

ODRC

Kerrie Ryan,

Deputy Director of Administration/CFO

Ohio Department of Rehabilitation and Correction

Date: _____

APPROVED AS TO FORM:

VENCOT O. ASHTABULA, STAFF

Ohio Department of Rehabilitation and Correction

Date _____

EXHIBIT A
Project Description

EXHIBIT B
Property Description

RESOLUTION

The County Commissioners of the County of Ashtabula, Ohio met in _____ session this date with the following members present:

_____ offered the following Resolution and moved its adoption.

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT WITH RESPECT TO THE ASHTABULA COUNTY JAIL FACILITY

WHEREAS, the Board of County Commissioners of the County of Ashtabula (the "Board") desires to enter into a LOCAL JAIL CAPITAL PROJECT AGREEMENT (the "Agreement"), with the Ohio Department of Rehabilitation and Correction (the "Department") concerning the Ashtabula County Jail Facility in the County (the "Project") in accordance with the terms hereof and the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board as follows:

Section 1. Any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and on behalf of the County, the Agreement, in substantially the form submitted to and now on file with the County, which is hereby approved, with such changes therein not inconsistent with this Resolution as may be approved by such members of the Board. The approval of such changes by this Board shall be conclusively evidenced by the execution of the Agreement by such County Commissioners.

Section 2. Each member of the Board and other county officials are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to affect the intent of this Resolution.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

_____ seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYES:

NAYS:

ABSTENTIONS:

ADOPTED this _____ day of _____, 20__.

, Clerk

Board of County Commissioners

Ashtabula County, Ohio

State Treasurer of Ohio
30 East Broad Street, 9th Floor
Columbus, OH 43215

Ohio Department of Rehabilitation and Correction
4545 Fisher Road
Columbus, OH 43228

Ohio Public Facilities Commission
30 E. Broad Street, 34th Floor
Columbus, OH 43215

Re: Ashtabula County Local Jail Capital Project

Ladies and Gentlemen:

I am the County Prosecutor of Ashtabula County, Ohio (the "County"), and in that capacity, I am authorized to render this opinion. I am familiar with the Constitution and laws of the State of Ohio insofar as the same are relevant to the matters addressed herein. For the purpose of this opinion, I have reviewed such documents, proceedings of the Board of County Commissioners of the County (the "Board"), and other information as I have deemed necessary, including a resolution adopted by the Board on _____ (the "Resolution") authorizing the County to execute and deliver a **LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT** ("Agreement") between the Ohio Department of Rehabilitation and Correction and the Grantee in connection with the identified project at Ashtabula County Jail Facility (the "Project").

Based upon the foregoing, I am of the opinion that:

1. The County is a validly existing county and political subdivision of the State of Ohio (the "State"), duly organized and existing under the Constitution and laws of the State.

2. The County has full power and authority to enter into the Agreement, to carry out the transactions contemplated by the Agreement and to perform its obligations thereunder.

3. The Board has duly adopted the Resolution. The execution, delivery and performance by the County of the Agreement have been duly authorized; the Agreement has been duly executed and delivered, and is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as the enforceability and binding effect thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors rights generally, and subject to the effect of rules (whether in proceedings in equity or at law) governing specific performance, injunctive relief and other equitable remedies.

4. No approval, consent or order of any governmental authority, board, agency or commission not heretofore obtained is required to permit the performance by the County of its obligations under the Agreement of Sublease.

5. No suit, action, proceeding or investigation is pending, nor to my knowledge threatened, against or affecting the County before any court or governmental department, commission, board, bureau, agency or other instrumentality which would have an adverse effect on the transactions contemplated by the Agreement of Sublease or the ability of the County to perform its obligations thereunder.

6. The execution and delivery by the County of the Agreement and the performance by the County of its obligations under the Agreement do not, to the best of my knowledge, (i) conflict with, result in a breach of, or constitute a default under, any resolution, indenture of trust or mortgage, loan or credit agreement, or any other agreement or instrument to which the County is a party or by which it is bound, or (ii) result in or require the creation or imposition of any mortgage, lien, security interest or other charge or encumbrance upon the Project Site, as defined in the Agreement, except as provided in such instrument.

Very truly yours,

April R. Grabman,

County Prosecutor

Ashtabula County, Ohio