

19-116

Exhibit A

AGREEMENT FOR SERVICES

between

THE COUNTY OF SUMMIT, OHIO

and

**NORTHEAST OHIO JOINT OFFICE OF ECONOMIC DEVELOPMENT of the Counties
of Richland, Stark and Summit**

pursuant to

Section 307.07 of the Ohio Revised Code

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered as of April 1, 2019, by and between the Northeast Ohio Joint Office of Economic Development (the "JOED"), validly existing pursuant to the New and Restated Cooperative Agreement dated as of April 1, 2019 (the "Cooperative Agreement"), among the counties of Richland, Stark and Summit (the "JOED Counties") pursuant to Section 307.07, Ohio Revised Code (the "Act"), and the County of Summit, validly existing pursuant to the laws of the State of Ohio and its Charter ("Summit").

RECITALS:

- A. The JOED Counties are parties to the Cooperative Agreement, the purpose of which is to develop and promote plans and programs designed to assure that the resources of the JOED Counties are efficiently used, that regional economic growth is properly balanced and that the JOED Counties' regional economic development is coordinated among such counties and with that of the State of Ohio and other local governments.
- B. Summit is a JOED County and willing and able to provide certain services to the JOED in furtherance of the JOED's purposes.
- C. Under the authority of the Act, the JOED is entering into this Agreement with Summit for Summit to provide to the JOED certain services related to the regional economic development of the JOED Counties pursuant to the terms hereof.

NOW, THEREFORE, pursuant to the Act, and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Term.

- 1.1 The term of this Agreement shall commence on April 1, 2019, and shall terminate on December 31, 2019.
- 1.2 Subject to Section 1.3 hereof, the term of this Agreement shall be renewed automatically upon the expiration of the initial term hereof and each renewal thereof for subsequent periods of one year each.
- 1.3 If a majority of the JOED Counties, by action of the legislative authority of each JOED county, elect to not renew the term of this Agreement on or before November 30th of any current term, then such Agreement shall expire at the end of its then current term. The Council of the JOED (the "JOED Council") may recommend to the JOED Counties that this Agreement not be renewed or that it be renewed on terms or conditions different from those currently in effect.

2. Services to be Provided by Summit to JOED.

2.1 The JOED hereby retains Summit to provide the following services to the JOED:

(a) Administer the grant of authority (the "Grant") issued to the JOED by the Foreign Trade Zone Board of the United States Department of Commerce for Foreign-Trade Zone No. 181 (the "FTZ") in accordance with the FTZ policies adopted from time to time by the JOED Council.

(b) Perform such other services for the JOED to which the JOED and Summit may mutually agree from time to time.

3. Compensation to Summit.

3.1 As compensation to Summit for the services to be performed for the JOED under this Agreement, Summit is hereby assigned and shall receive all fees payable under the FTZ Schedule and otherwise that it receives as compensation for administering and operating the Grant.

4. Matters Relating to Performance of Services by Summit.

4.1 All matters involving Summit employees, staffing requirements, job descriptions, compensation, labor relations, hours of operation, procedures, hiring and firing shall be the sole responsibility and obligation of Summit. Summit shall be solely responsible for the control and supervision of its employees acting in furtherance of this Agreement.

5. Accounting and Reporting.

5.1 During the term of this Agreement, Summit agrees to provide to each JOED County the following:

(a) An annual report relating to the services provided by Summit to the JOED under this Agreement for each year, which shall be delivered on or before June 30 of the following year. Such annual report shall, at a minimum, include the identity each active sub-zone of FTZ 181, the identity of any business benefiting from FTZ 181, including the nature of the benefit, any active sub-zone or business added or removed from FTZ 181 during the year, and an accounting of the fee and other revenue realized by Summit for its services provided hereunder.

6. Civil Rights.

6.1 Summit agrees that neither it nor any of its employees or agents shall discriminate against any person or entity on the basis of race, sex, color, religion, national origin, handicap, physical condition, age, sexual orientation, gender identity or any other factor set forth in the Civil Rights Act of 1964, as amended or Chapter 41, Ohio

Revised Code, in the course of performing any duties provided for in this Agreement.

7. Miscellaneous Provisions.

- 7.1 Any notice, demand, request or other communication which is required to be given or served hereunder on any party, or which any party shall desire to serve or give, shall be in writing and shall be sufficiently given if personally delivered or served by registered or certified U.S. Mail, postage prepaid, to Summit at 175 S. Main St., 8th Floor, Akron, OH 44308, and to the JOED at the official mailing address for the Chairman of the JOED Council, with a copy to the board of county commissioners (or county executive, if applicable) at the official mailing address of each JOED County, or to such other address as shall be furnished in writing by either party, and shall be deemed to have been given as of the date so delivered or three days after being deposited in the United States mail, as the case may be.
- 7.2 This Agreement shall not be assignable.
- 7.3 This Agreement represents the full and complete understanding between the parties with respect to the subject matter hereof and supersedes all previous understandings and agreements, whether written or verbal, between the parties.
- 7.4 This Agreement may not be modified unless an agreement, in writing, is duly executed by both parties.
- 7.5 The paragraph headings contained in this Agreement are for convenience only and are not part of the substantive Agreement between the parties.
- 7.6 It is the intention of the parties that the laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms, and the interpretations of the rights and duties of the parties.
- 7.7 In the event that a court of competent jurisdiction finds any one or more of the provisions contained herein to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if the illegal, invalid or unenforceable provision had never been contained herein.
- 7.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those duly authorized as of the date written above.

**NORTHEAST OHIO JOINT OFFICE
OF ECONOMIC DEVELOPMENT**

By: _____, Chairman

COUNTY OF SUMMIT, OHIO

Ilene Shapiro, Executive

Approved as to Form and Correctness:

Deborah S. Matz, Director of Law and
Risk Management, County of Summit