

**NEW AND RESTATED COOPERATIVE AGREEMENT****relating to the****Northeast Ohio Joint Office of Economic Development**

**THIS NEW AND RESTATED COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of this 1st day of April, 2019 by and among the Counties of Richland, Stark and Summit, each pursuant to a resolution adopted by their respective boards of county commissioners or county council, as the case may be. (The parties hereto are collectively referred to as the "JOED Counties").

**RECITALS:**

- A. The JOED Counties have entered into a Cooperative Agreement dated September 1, 1995 (which was amended by a Cooperative Agreement adopted by some, but not all, of the JOED Counties, dated as of January 1, 1999 and which was never effective) (the "Original Cooperative Agreement") pursuant to Section 307.07 of the Revised Code for the operation by the JOED Counties of a joint office of economic development known as the Northeast Ohio Joint Office of Economic Development (the "JOED"), whose purpose, through cooperative and coordinated programs and activities is (i) to develop and promote plans and programs designed to assure that the resources of the JOED Counties are efficiently used, that economic growth is properly balanced and that economic development in each of the JOED Counties is coordinated with that of the state and other local governments; (ii) to create economic opportunities for the residents of the JOED Counties by assisting in the establishment or expansion within such counties of industrial, commercial, research and educational facilities; and (iii) to create and preserve jobs and employment opportunities for the residents of the JOED Counties.
- B. The Original Cooperative Agreement was amended by a certain Amended Cooperative Agreement on September 1, 2000 (the "Amended Cooperative Agreement") in order to more efficiently and effectively accomplish purposes of the JOED, and to enter into an Operating Agreement (the "Operating Agreement") with Northeast Ohio Trade & Economic Consortium ("NEOTEC"), an Ohio nonprofit corporation, for operating and carrying on the purpose of the JOED.
- C. On January 1, 2002, the JOED Counties amended the Amended Cooperative Agreement by adopting a First Amendment to the Amended Cooperative Agreement in order to extend the term of the same to December 31, 2007, and to provide for an ongoing automatic annual renewal thereof.
- D. In December 2014, the JOED Counties amended the Cooperative Agreement by adopting a Second Amendment to the Amended Cooperative Agreement in order to increase the amount of the contributions by the JOED Counties.

- E. In 2004, the JOED Counties entered into a Purchase of Services Agreement (“Services Agreement”) with NEOTEC, which replaced the Operating Agreement, and provided for the provision of certain services by NEOTEC for the JOED.
- F. The JOED Counties have been notified by NEOTEC that it intends to wind-down its affairs and dissolve, and to further withdraw from the Services Agreement. As a result, it is the intent of the JOED Counties to also withdraw from and terminate the Services Agreement.
- G. The County of Summit, one of the JOED Counties, has indicated its willingness to provide services to the JOED similar in nature to NEOTEC, in particular administering the grant of authority issued to the JOED by the Foreign Trade Zone Board of the U.S. Department of Commerce for Foreign Trade Zone No. 181, and the JOED intends to enter into a services agreement with the County of Summit to provide the same (“JOED-Summit Services Agreement”).
- H. The JOED Counties have now determined that it is in their best interests, individually and collectively, and in the best interests of the residents of their respective counties, to enter into this New and Restated Cooperative Agreement among the JOED Counties, superseding the Original Cooperative Agreement, the Amended Cooperative Agreement, the First Amendment to the Amended Cooperative Agreement and the Second Amendment to the Amended Cooperative Agreement, in order to more efficiently and effectively accomplish the purposes of the JOED, to eliminate references to NEOTEC and any services provided by NEOTEC or payments to be made to NEOTEC, and to provide for a services agreement with the County of Summit, for operating and carrying on the purpose of the JOED, in particular administering the grant of authority issued to the JOED by the Foreign Trade Zone Board of the U.S. Department of Commerce for Foreign Trade Zone No. 181.

NOW, THEREFORE, the JOED Counties, acting through their respective duly authorized representatives, agree as follows:

### **Section 1. Definitions.**

In addition to the terms defined above, the following terms have the meanings indicated, except as the context clearly otherwise indicates:

“Agreement” means this New and Restated Cooperative Agreement, together with any amendments or supplements hereto that may hereafter be entered into.

“Chairman” means the person serving as Chairman of the JOED Council in accordance with Section 3 hereof.

“Effective Date” means the dated date of this Agreement.

“Email Address” means the email address listed in connection with the Notice Address of a JOED County, which is to be used for the purpose of giving Notice by email communication to

the members and alternate members of the JOED Council and to a JOED County, as the same may be changed from time to time as provided in this Section 1.

“JOED” means joint office of economic development created by the Original Cooperative Agreement and as supplemented, amended and superseded by this Agreement, which is known as the “Northeast Ohio Joint Office of Economic Development.”

“JOED-Summit Services Agreement” means the Services Agreement entered into by and between the JOED and the County of Summit whereby the County of Summit will provide services to the JOED, in particular administering the grant of authority issued to the JOED by the Foreign Trade Zone Board of the U.S. Department of Commerce for Foreign Trade Zone No. 181.

“JOED Council” means the Council of the JOED established in accordance with Section 3 hereof.

“JOED Bylaws” means the Bylaws of the JOED Council adopted by the JOED Council in accordance with Section 3 hereof.

“JOED County” means as of any date a county that is at the time a party to this Agreement.

“Legislative Authority” means, as to any county, its board of county commissioners, or, in a county that adopts or has adopted a county charter or alternative form of county government, its county council or other body that exercises legislative powers of the county if other than a board of county commissioners.

“Notice” means a writing addressed to a member or alternate member of the JOED Council and to a JOED County at their Notice Address or Email Address. Notice shall be deemed to have been given, (i) if by mail, as of the third day after its deposit, with proper registered or certified mail postage affixed, with the United States Postal Service, or (ii) if by email, the date on which the transmission occurred, provided that any such Notice Address or Email Address may be changed by Notice to each JOED County.

The party causing any Notice to be given shall make a record as to the manner and time of giving the Notice, which shall be furnished upon request to any of the JOED Counties.

“Notice Address” means the address listed on the respective signature page hereto of a JOED County to which written notice by mail is to be given to a member and alternate member of the JOED Council and to a JOED County, as the Notice Address may be changed from time to time as provided in this Section 1.

“Revised Code” means the Ohio Revised Code.

“Termination Date” means the date on which this Agreement will expire by its terms or as such date shall have been changed by amendment, as provided in Section 9 of this Agreement.

## **Section 2. Continuation of JOED; Superseding Agreement.**

The JOED Counties agree that the JOED, known as the Northeast Ohio Joint Office of Economic Development, created pursuant to Section 307.07 of the Revised Code and the Original Cooperative Agreement, shall continue among the JOED Counties as a joint office of economic development in accordance with the terms of this Agreement. The JOED shall have all the powers and duties of a joint office of economic development under Section 307.07 of the Revised Code, as such section now exists or shall hereafter be amended and as described in the preambles hereto.

No JOED County by entering into this Agreement shall thereby be deemed to have surrendered any of its powers, duties or functions conferred upon it by the Ohio Constitution and laws of the State of Ohio. Each JOED County shall engage in cooperative actions for economic development purposes only as and to the extent provided for by or pursuant to this Agreement.

This Agreement shall supersede the Original Cooperative Agreement, the Amended Cooperative Agreement, the First Amendment to the Cooperative Agreement, the Second Amendment to the Cooperative Agreement, and any other prior versions of a cooperative agreement between the parties to create or operate a joint office of economic development pursuant to the Revised Code, all of which shall terminate as of the Effective Date.

**Section 3. Actions of and Voting by JOED Counties; JOED Council; JOED Bylaws and Designation of Chairman of JOED Council.**

Any action to be taken by the JOED that requires the authorization, approval or ratification of the JOED Counties shall, unless a greater vote is required by this Agreement, be taken only with the affirmative vote of a majority of the JOED Counties. Each JOED County shall as to such matters have one vote, to be exercised in the manner hereinafter provided, by its Legislative Authority.

The JOED hereby establishes the JOED Council to be composed of the county executive of a charter JOED County and one of the members of the board of county commissioners of all other JOED Counties who is designated as the representative to the JOED Council by the Legislative Authority of that county. The sole purpose and authority of the JOED Council shall be to consider matters relating to the JOED and to make recommendations to the JOED Counties for action by their Legislative Authorities.

The JOED Council shall adopt its Bylaws (the "JOED Bylaws") which shall provide for the procedures pursuant to which the JOED Council shall call and conduct its meetings and transact its business, except as otherwise provided in this Agreement. The JOED Council shall, in the JOED Bylaws, provide for the manner of establishing the time and place of, and providing notice for, regular meetings and any special meetings of the JOED Council, unless otherwise provided in this Agreement. All meetings of the JOED Council shall be public meetings, unless the JOED Council determines to provide for consideration of matters in executive session pursuant to the requirements of the Ohio Revised Code. The JOED Bylaws shall also provide that notice of all regular and special meetings of the JOED Council shall be posted in each JOED County. The Chairman of the JOED Council, who shall be one of the persons serving as a county commissioner

or county executive, as the case may be, of a JOED County, shall be elected by vote of a majority of the members of the JOED Council in the manner provided in the JOED Bylaws.

#### **Section 4. Operation of JOED Through Contract With the County of Summit.**

Pursuant to Section 307.07 of the Revised Code, the JOED shall enter into the JOED - Summit County Services Agreement with the County of Summit to operate and carry out all the functions and duties of the JOED.

#### **Section 5. Admission of Additional Members.**

After the Effective Date, any county that is located in Ohio and wishes to become a JOED County may, by resolution adopted by its Legislative Authority, apply for admission as a JOED County. Such a resolution shall (i) approve and authorize execution of a counterpart to this Agreement by which the county seeking admission will covenant to be bound by the terms and conditions of this Agreement as a JOED County, (ii) authorize the payment of annual contributions to the JOED in accordance with Section 6 hereof and (iii) authorize the payment to the JOED of such additional contributions to the JOED as the JOED Counties may from time to time establish as a condition of admission of a new county to the JOED.

Upon receipt of a resolution requesting admission to the JOED as provided for in this section, the person acting as the Chairman of the JOED Council shall give Notice to each member and alternate member of the JOED Council and to each of the JOED Counties, which Notice shall include a copy of the resolution. The JOED Council shall thereafter meet and make a recommendation to the JOED Counties regarding the admission of a new county to the JOED.

Following such recommendation of the JOED Council, if a majority of the JOED Counties approve the application, the county so admitted shall become a JOED County on the first day of the month following the expiration of sixty days after the Chairman gives Notice to the then JOED Counties of receipt of the required number of resolutions approving such admission.

#### **Section 6. Payment of Contributions by JOED Counties; Assignment of Fee Revenue to the County of Summit.**

No County shall be required to pay any annual contribution to the JOED, however, each JOED County may contribute money, property or the services of county officers and employees to, and for the purpose of carrying out the powers and duties of, the JOED, upon such terms and conditions as shall be specified by the contributing JOED County and approved by a majority of the JOED Counties.

Pursuant to the JOED-Summit Services Agreement, all fee revenue generated by the operation of the JOED by the County of Summit shall be assigned and shall inure to the benefit of the Summit County, as compensation for the services that the County of Summit will provide, and each JOED County hereby agrees and consents to the same.

#### **Section 7. Withdrawal from the JOED.**

Any JOED County, after it has been a party to this Agreement for not less than 24 months, may by the adoption of a resolution by its Legislative Authority and Notice of such resolution to the other JOED Counties, terminate its participation in the JOED and its status as a party to this Agreement, as of the date specified in such notice but not sooner than six months after the date on which the giving of such notice was completed. As of such date of withdrawal, the county so withdrawing shall no longer be entitled to any other privileges, rights or benefits arising out of or under this Agreement. Withdrawal from this Agreement shall not relieve any JOED County of any duties or liabilities that may arise under or pursuant to this Agreement prior to such date of withdrawal, except that a withdrawing county shall not be responsible for any duties or subject to any liabilities that may arise under or pursuant to this Agreement as a result of actions taken by the JOED following the date of that county's notice of withdrawal without the consent of the withdrawing county. Any withdrawal shall not entitle the withdrawing county to the return of any money, property or equipment furnished by such withdrawing county to the JOED, except as the other JOED Counties shall agree or pursuant to the terms of any written agreement between the JOED and the withdrawing county that entitles the withdrawing county to the return of such money, property or equipment.

#### **Section 8. Special Meetings of JOED Council .**

Within 30 days following receipt by the Chairman of a request of a member or alternate member of the JOED Council to schedule a special meeting of the JOED Council, the Chairman shall establish the date, time and place of the special meeting in accordance with the JOED Bylaws, but shall give at least ten days' Notice of such special meeting to each member and alternate member of the JOED Council, as the case may be, of each JOED County. The request for the meeting shall state the purpose of the meeting. Each member and alternate member of the JOED Council shall be entitled to attend and to participate in the meeting.

#### **Section 9. Term of Agreement.**

This Agreement, unless sooner extended or terminated pursuant to its terms, shall be in effect until December 31, 2019. Thereafter, the term of this Cooperative Agreement shall be renewed automatically for additional periods of one year each following the expiration of each successive term, unless a majority of the JOED Counties, by action of each of such County's Legislative Authority taken not less than ninety (90) days prior to the expiration of a term, elects not to have such term extended automatically. Notwithstanding any renewal of the term of the Cooperative Agreement in the manner provided in this Section 2, nothing in this Cooperative Agreement shall be deemed to preclude a JOED County from terminating its participation in the JOED in accordance with Section 7 of the Cooperative Agreement.

Upon the Termination Date all property and records of the JOED then in existence shall be (i) turned over to a successor public agency or organization that will exercise functions similar to those of the JOED for the benefit of the then JOED Counties, designated by the affirmative vote of not less than two-thirds of the then JOED Counties, or (ii) divided among the then JOED Counties in such manner as they shall agree, or, if not distributed as provided in subsections (i) or (ii) of this Section, such property shall be liquidated and the proceeds divided equally among the

then JOED Counties and the records shall be turned over to a state university or branch thereof or to a nonprofit organization having the study or improvement of local government as one of its purposes, located in the territory of any of the then JOED Counties.

The term of this Agreement may be reduced or extended by an amendment hereto as provided for in Section 10 hereof. No termination of this Agreement shall operate to impair the vested rights of any party under a contract or agreement with the JOED, and notwithstanding the provisions of the first paragraph of this Section, this Agreement shall not terminate until such time as the JOED Counties shall have made provision for the assumption of all liabilities and obligations of the JOED following the termination of this Agreement.

#### **Section 10. Amendments to Agreement.**

This Agreement may be amended only by an agreement in writing authorized by and duly executed on behalf of not less than two-thirds of the then JOED Counties, provided that no amendment that would change the voting power in relation to other JOED Counties of any JOED County shall be entered into except with the consent of each of the then JOED Counties that would be affected by such amendment.

#### **Section 11. Extent of Covenants; No Personal Liability.**

All covenants, stipulations, obligations and agreements of the JOED Counties contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the respective JOED Counties to the full extent authorized and permitted by law. No covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any JOED County shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the JOED County in other than that person's official capacity.

#### **Section 12. Continuing Contract.**

This Agreement is hereby deemed to be a "continuing contract" as provided for in Section 5705.44 of the Revised Code.

#### **Section 13. Execution Counterparts.**

This Agreement may be executed in any number of counterparts, but all of such counterpart copies when executed shall constitute one and the same instrument.

#### **Section 14. Severability.**

In case any clause, provision or section of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity, or inoperability shall not affect the remainder thereof or any other clause,

provision or section or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken thereunder, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability of any application thereof affect any legal and valid and operable application thereof, from time to time, and each such clause, provision or section, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

**Section 15. Section Headings.**

The headings and captions of the various sections of this Agreement are provided for ease of reference only and do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the undersigned JOED County has caused this instrument to be executed by those duly authorized as of the date written above.

[The balance of this page left intentionally blank.]

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

**COUNTY OF RICHLAND**

\_\_\_\_\_  
By: Marilyn John, County Commissioner

\_\_\_\_\_  
By: Darrell Banks, County Commissioner

\_\_\_\_\_  
By: Tony Vero, County Commissioner

Approved as to Form and Correctness:

\_\_\_\_\_  
Gary Bishop, Prosecuting Attorney

Notice Address: 50 Park Ave. East  
Mansfield, OH 44902

E-mail Address: \_\_\_\_\_

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

**COUNTY OF STARK**

\_\_\_\_\_  
By: Janey Weir Creighton, County Commissioner

\_\_\_\_\_  
By: Richard Regula, County Commissioner

\_\_\_\_\_  
By: Bill Smith, County Commissioner

Approved as to Form and Correctness:

\_\_\_\_\_  
John Ferrero, Prosecuting Attorney

Notice Address:     110 Central Plaza South  
                          Suite 240  
                          Canton, OH 44702

E-mail Address:     \_\_\_\_\_

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

**COUNTY OF SUMMIT**

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By: Ilene Shapiro, County Executive

Approved as to Form and Correctness:

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Deborah S. Matz, Director of Law and  
Risk Management

Notice Address: 175 S. Main St.  
8<sup>th</sup> Floor  
Akron, OH 44308

E-mail Address: ckrauss@summitoh.net