

JEDD ADMINISTRATOR AGREEMENT

This JEDD Administrator Agreement (the “Agreement”) is made and entered into by and between the CONCORD TOWNSHIP-CITY OF PAINESVILLE JOINT ECONOMIC DEVELOPMENT DISTRICT (the “JEDD”) a joint economic development district organized in accordance with Ohio Revised Code Section 715.72, *et. seq.*, and AISLINN CONSULTING, LLC, (the “Administrator”), an Ohio limited liability company having a business address for purposes hereof at 3339 Buckhaven Drive, Richfield, Ohio 44286.

WHEREAS, the JEDD desires to engage the services of the Administrator and the Administrator desires to provide certain assistance and services to the JEDD in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the JEDD and Administrator hereby agree as follows:

Article 1. Services.

1.01 **Nature of Services**. The JEDD and Administrator agree that Administrator is to provide part-time and limited administrative assistance and services effective January 1, 2021, which work shall include but not be limited the following: the preparation of JEDD Board Meeting Agendas and attendant materials; the collection of JEDD invoicing and transmittal to accounting for processing; the preparation of summary worksheets regarding JEDD revenue and expenses; the distribution of financial reports prepared by the JEDD or the City of Painesville Finance Director regarding JEDD fund distributions; the distribution of the JEDD accountant’s monthly reconciliations; assistance and support in the drafting of JEDD Meeting Minutes; the registration of JEDD Board Members for conferences and attendant travel arrangements; the preparation and coordination for distribution of any materials and/or displays for JEDD-related marketing and conferences; the scheduling of and attendance at JEDD meetings relating to economic development; serving as the immediate point of contact on behalf of the JEDD with the marketing representatives, if any, to assist in retail recruitment; serving as the point of contact with consultants, for various economic development services on behalf of the JEDD; the administration of the formation and renewal of any contracts and necessary insurance coverage for the JEDD; the preparation, coordination and implementation of any amendments to the JEDD as provided for and in accordance with Ohio law; support the economic development and planning activities within the JEDD territory as needed; and provide assistance and support of any and all other reasonable and necessary actions as directed by the JEDD Board.

1.02 **Independent Contractor Relationship**. The relationship created by this Agreement is that an Employer/Independent Contractor. All services shall be performed only by Administrator. Under no circumstances shall Administrator look to the JEDD as its employer, or as a partner, agent or principal. Nothing contained herein or any document executed by the parties shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, employer, employee, joint enterprise or undertaking, partnership, fiduciary relationship, confidential relationship or special relationship. Administrator shall only represent itself to be and shall only be considered to be by the parties or any third party, an independent contractor of the

JEDD. The JEDD is interested only in the results obtained in this Agreement. The manner and means of conducting the work are under the sole control and discretion of the Administrator.

1.03. **Term.** The work for which the services under this Agreement shall be performed shall be for a term of twelve (12) months, commencing January 1, 2021, and ending December 31, 2021.

Article 2. Compensation

2.01. The JEDD shall pay the Administrator a monthly retainer amount of One Thousand Two Hundred Dollars (\$1,200.00), payable each month upon receipt of Administrator's invoice for its monthly services. Administrator shall be solely responsible for any and all taxes, and related expenses applicable to such compensation.

2.02 Administrator agrees that it is solely responsible for all income and/or other tax obligations, if any, including but not limited to all reporting and payment obligations, which may arise as a consequence of any payment by the JEDD to the Administrator pursuant to this Agreement.

Article 3. Completion

3.01. The JEDD shall have the right to review the services and work performed by the Administrator for compliance with this Agreement. Within three (3) days of any such review, the JEDD shall deliver to the Administrator a written list of all items not in compliance with this Agreement and/or the errors in the service and/or work performed that must be corrected before the JEDD accepts the work as having been satisfactorily completed.

Article 4. Administrator's Representations

4.01 Administrator represents and warrants that it will perform the services required hereunder in a professional manner with a degree of skill and judgment normally exercised by recognized professional individuals and firms performing the same or similar services in Lake County, Ohio, and all Counties contiguous thereto.

Article 5. Termination.

5.01. This Agreement between the JEDD and Administrator shall terminate upon the following conditions:

(a) Unless otherwise provided in this Section, Administrator's engagement with the JEDD under this Agreement shall end December 31, 2021;

(b) Either the JEDD or the Administrator shall terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the effective date of the termination; or

(c) The parties may terminate this Agreement by mutual written consent.

Article 6. Time for Completion

6.01. The Administrator shall not be responsible for delays in the performance of work due to acts of God, strikes, lockouts, material shortages, lack of availability of utility services, fire, storm, theft, vandalism or other causes beyond the Administrator's control.

Article 7. Permits and Fees

7.01. The Administrator is not required to pay for permits and permit bonds necessary for the services and work contemplated by this Agreement.

Article 8. Assignment of Contract

8.01 This Agreement may not be assigned to any other person, firm or corporation without the express written consent of the JEDD. Any attempted assignment or transfer in violation of the foregoing shall be null void.

Article 9. Parties Bound

9.01. The JEDD and Administrator each bind themselves and their respective successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in this Agreement.

Article 10. Notices

10.01 All notices or communications concerning this Agreement shall be in writing and delivered to the following;

To the JEDD:
Joint Economic Development District
Concord Town Hall
7229 Ravenna Road
Concord, Ohio 44077

To the Administrator:
Aislinn Consulting, LLC
c/o Rita McMahon
3339 Buckhaven Drive
Richfield, Ohio 44286

With a copy to:
Michael C. Lucas, Attorney
Wiles and Richards
37265 Euclid Avenue
Willoughby, Ohio 44094

Unless otherwise specified herein, any notice required or permitted by this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, or overnight delivery service, or confirmed facsimile, or seventy-two (72) hours after being deposited in the regular mail or certified or registered mail (air mail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

Article 11. Legal Construction

11.01 In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. Entire Agreement; Amendments

12.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understanding, negotiations, discussions, communications and agreements (whether written or oral) between the parties. This Agreement may not be amended, supplemented, or modified unless such amendment, supplement, or modification is in writing and signed by all parties.

Article 13. Governing Law; Venue

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of laws, principles that would require the application of the laws of any other jurisdiction. The JEDD and Administrator irrevocably consent to personal jurisdiction of the Lake County Common Pleas Court, Painesville, Ohio, for any suit or action arising from or related to this Agreement, and hereby waive any right the JEDD and Administrator may have to object to venue in such Courts.

Article 14. Headings.

14.01 The headings used in this Agreement are for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Article 15. Counterparts

15.01 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the JEDD and Administrator on this ____ day of _____, 2020, have signed this Agreement in three (3) original counterparts. All portions of the Agreement and documents associated with it have been signed by the JEDD and Administrator or by its, his or her duly authorized agent or representative on their behalf.

JOINT ECONOMIC DEVELOPMENT DISTRICT

by: _____
its: _____
Date: _____

ADMINISTRATOR:

ASLINN CONSULTING, LLC

by: RITA McMAHON
its: Managing Member
Date: _____

JEDD TREASURER’S CERTIFICATE

The undersigned, as Treasurer of the JEDD, hereby certifies that the money required to meet the obligations of the JEDD under this Agreement for the relevant fiscal years has been appropriated lawfully by the Board of Directors of the JEDD as the governing authority for the JEDD and for that purpose and is in the treasury of the JEDD or is in the process of collection to the credit of an appropriate fund, free of any previous encumbrances and is not appropriated for any other purpose.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Date:

Treasurer
Concord Township-City of Painesville
Joint Economic Development District
Lake County, Ohio

RESOLUTION NO. 2020-02

A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE CONCORD TOWNSHIP-CITY OF PAINESVILLE JOINT ECONOMIC DEVELOPMENT DISTRICT TO ENTER INTO AN AGREEMENT TO RENEW THE APPOINTMENT OF AISLINN CONSULTING, LLC AS ITS ADMINISTRATOR.

WHEREAS, in consideration of the administrative services and benefits to be received by the Concord Township-City of Painesville Joint Economic Development District, the Board of Directors believes that it is in its best interests to enter into an agreement to renew the appointment of Aislinn Consulting, LLC as its Administrator;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Concord Township-City of Painesville Joint Economic Development District, Lake County, State of Ohio as follows:

Section 1. That the Board of Directors hereby authorizes the Concord Township-City of Painesville Joint Economic Development District to enter into an Agreement to appoint Aislinn Consulting, LLC as its Administrator, in a form substantially similar to the Agreement annexed as Exhibit A and incorporated herein, and to execute any and all documents necessary to complete the contractual obligations required thereunder and as required by law.

Section 2. It is found and determined that all formal actions of the Board of Directors of the Concord Township-City of Painesville Joint Economic Development District concerning and relating to the adoption of this Resolution were taken in an open meeting of the Board of Directors of the Concord Township-City of Painesville Joint Economic Development District and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

NOW, THEREFORE, this Resolution shall be in full force and effect upon its passage and approval by the Board of Directors and as further provided under Ohio law.

Adopted this ____ day of _____, 2020.

CHRISTOPHER GALLOWAY
Chairperson

DOUG LEWIS
Vice-Chairperson

MORGAN MCINTOSH
Director

RAYMOND SINES
Director

CHRISTINE SHOOP
Director

CERTIFICATION

I, the undersigned Secretary of the Board of Directors for the Concord Township-City of Painesville Joint Economic Development District do hereby certify that the foregoing Resolution No. 2020-02, is a true and accurate copy of the Resolution adopted by the Board of Directors of the Concord Township-City of Painesville Joint Economic Development District at its meeting of December 4, 2020, and that I am duly authorized to execute this Certification.

Witness my hand this ____ day of _____, 2020, in Concord Township, Ohio.

SECRETARY