

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
LIBERTY TOWNSHIP, MONROE TOWNSHIP,
JERSEY TOWNSHIP, AND ST ALBANS TOWNSHIP**

THIS AGREEMENT (together with exhibits and schedules, the “Agreement”), made and entered into this ____ day of _____, 2023, is by and between the Board of Township Trustees of Liberty Township, Licking County, Ohio (“Liberty”), the Board of Township Trustees of Monroe Township, Licking County, Ohio (“Monroe”), the Board of Township Trustees of Jersey Township, Licking County, Ohio (“Jersey”), and the Board of Township Trustees of St Albans Township, Licking County, Ohio (“St Albans”), each referred to individually as a “Party” or collectively as the “Parties”.

The Parties agree as follows:

I. NATURE OF AGREEMENT

- A. The Parties acknowledge the increased development pressures experienced by Western Licking County communities and desire to guide new development in their respective communities in such a way so as to be cohesive with adjoining communities.
- B. The Parties share a common border near the intersection of State Route 37 and State Route 310 (commonly referred to as the “Four Corners”), and have been made aware of interest to develop various parcels at or near the Four Corners as a master-planned development project (the “Four Corners Project”), generally with boundaries as depicted in **Exhibit A**.
- C. The Parties acknowledge that costs related to successfully positioning the Four Corners Project for desired development, including but not limited to: planning and zoning, utility and roadway improvements, incentives creation, and revenue generating mechanisms to offset costs, can be initially paid for by any one or more Party(ies), with repayment shared proportionately based on developable area within each Party’s respective jurisdiction.
- D. The Parties recognize that resources such as staffing, financial, etc., are limited and that Jersey employees administrative staff and consultants with experience in economic and community development, and that a cooperative effort to share the available resources can assist the Parties in a unified approach to the implementation of planning and zoning, utility and roadway improvements, incentives creation, and revenue generating mechanisms to offset costs related to the Four Corners Project, as well as, generate new revenue for each Party.
- E. The Parties are authorized by section 9.482, Chapter 349, section 5709.73-.75, and Chapter 715 of the Ohio Revised Code to engage in this Agreement.

II. TERM

- A. The term of this Agreement shall commence on the date last executed below (the “Effective Date”) and shall continue in full force and effect for a period of five (5) years, whereupon this Agreement shall automatically renew for successive two (2) year terms, unless one or more Party(ies) provides written notice to all other Parties, at least thirty (30) days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term.
- B. This Agreement may only be amended or renewed in writing with the mutual consent and agreement of the signatories to this Agreement.

III. PROJECT SCOPE

- A. Planning and Zoning. A single Consultant will be utilized by the Parties to assist in the rezoning process (likely pursuant to ORC §519.021(C)), including assistance with drafting text and maps, assistance with public hearings, coordination with each Party’s respective boards and commissions, and delivery of final product upon adoption by all Parties.
- B. Utility and Roadway Improvements. Utility providers, including but not limited to, the Licking County (“TID”), the Ohio Department of Transportation (“ODOT”), natural gas, electric and fiber providers, and the Southwest Licking Community Water and Sewer District (“SWLCWSD”) will be engaged in planning and delivery of their respective system improvements to service the Four Corners Project.
- C. Incentives Creation. The Parties will work collaboratively with the Licking County Board of Commissioners to create (if not already existing) a Community Reinvestment Area (“CRA”), pursuant to ORC §3735.65 et.al., in each of their respective jurisdiction. The Parties will create a Tax Increment Financing (“TIF”) area, pursuant to ORC §5709.73-.75, within their respective jurisdiction.
- D. Revenue Generating Mechanism Creation. The Parties will jointly create a multi-township Joint Economic Development District (“JEDD”) pursuant to ORC §715.72, to enact an income tax of not less than 2% on workers and business located within the Four Corners Project. The Parties will jointly create a New Community Authority (“NCA”), pursuant to ORC Chapter 349, to enact a not less than 10-mill community development charge applicable to all parcels within the Four Corners Project.

IV. PARTY REPRESENTATIONS AND OBLIGATIONS

- A. Jersey
 - i. With the input of all Parties, Jersey will select and engage the consultant referenced in Section III. A. above, and pay the costs associated with the consultant’s services related to

the Four Corners Project. While each entity maintains its individual rights and authorities under Ohio law, Jersey will use its best efforts to utilize the recommendations and guidance of the Consultant as related to the Four Corners Project.

- ii. Jersey will lead discussions with the various utility providers referenced in Section III. B. above, for the provision of improvements to service the Four Corners Project.
- iii. Jersey will lead discussions and negotiations with appropriate entities, such as the Licking County Board of Commissioners and the Johnstown-Monroe Local School District in the creation of incentives as referenced in Section III. C. above. While each entity maintains its individual rights and authorities under Ohio law, Jersey will use its best efforts to utilize the results of those discussions and negotiations as related to the Four Corners Project.
- iv. Jersey will lead discussions and negotiations with appropriate entities in the creation of revenue generating mechanisms as referenced in Section III. D. above. While each entity maintains its individual rights and authorities under Ohio law, Jersey will use its best efforts to utilize the results of those discussions and negotiations and implement the revenue generating mechanisms as related to the Four Corners Project.

B. Monroe

- i. Monroe will utilize and cooperate with the consultant referenced in Section III. A. above. While each entity maintains its individual rights and authorities under Ohio law, Monroe will use its best efforts to utilize the recommendations and guidance of the consultant as related to the Four Corners Project.
- ii. Monroe will cooperate with the various utility providers referenced in Section III. B. above, for the provision of improvements to service the Four Corners Project.
- iii. Monroe will cooperate with appropriate entities, such as the Licking County Board of Commissioners and the Johnstown-Monroe Local School District in the creation of incentives as referenced in Section III. C. above. While each entity maintains its individual rights and authorities under Ohio law, Monroe will use its best efforts to utilize the results of those discussions and negotiations as related to the Four Corners Project.
- iv. Monroe will cooperate with appropriate entities in the creation of revenue generating mechanisms as referenced in Section III. D. above. While each entity maintains its individual rights and authorities under Ohio law, Monroe will use its best efforts to utilize the results of those discussions and negotiations and implement the revenue generating mechanisms as related to the Four Corners Project.

C. Liberty

- i. Liberty will utilize and cooperate with the consultant referenced in Section III. A. above. While each entity maintains its individual rights and authorities under Ohio law, Liberty will use its best efforts to utilize the recommendations and guidance of the consultant as related to the Four Corners Project.
- ii. Liberty will cooperate with the various utility providers referenced in Section III. B. above, for the provision of improvements to service the Four Corners Project.
- iii. Liberty will cooperate with appropriate entities, such as the Licking County Board of Commissioners and the Johnstown-Monroe Local School District in the creation of incentives as referenced in Section III. C. above. While each entity maintains its individual rights and authorities under Ohio law, Liberty will use its best efforts to utilize the results of those discussions and negotiations as related to the Four Corners Project.

- iv. Liberty will cooperate with appropriate entities in the creation of revenue generating mechanisms as referenced in Section III. D. above. While each entity maintains its individual rights and authorities under Ohio law, Liberty will use its best efforts to utilize the results of those discussions and negotiations and implement the revenue generating mechanisms as related to the Four Corners Project.

D. St Albans

- i. St Albans will utilize and cooperate with the consultant referenced in Section III. A. above. While each entity maintains its individual rights and authorities under Ohio law, St Albans will use its best efforts to utilize the recommendations and guidance of the consultant as related to the Four Corners Project.
- ii. St Albans will cooperate with the various utility providers referenced in Section III. B. above, for the provision of improvements to service the Four Corners Project.
- iii. St Albans will cooperate with appropriate entities, such as the Licking County Board of Commissioners and the Johnstown-Monroe Local School District in the creation of incentives as referenced in Section III. C. above. While each entity maintains its individual rights and authorities under Ohio law, St Albans will use its best efforts to utilize the results of those discussions and negotiations as related to the Four Corners Project.
- iv. St Albans will cooperate with appropriate entities in the creation of revenue generating mechanisms as referenced in Section III. D. above. While each entity maintains its individual rights and authorities under Ohio law, St Albans will use its best efforts to utilize the results of those discussions and negotiations and implement the revenue generating mechanisms as related to the Four Corners Project.

E. All Parties

- i. Generally, Parties will use revenues derived from the revenue generating mechanisms to first reimburse Jersey for the creation costs related to the Four Corners Project. The Parties will structure the revenue receipts to next pay back the costs associated with the extension of utility services. Lastly, the Parties will structure the revenue receipts to be distributed to the Parties in amounts equal to each Party's number of net developable acreage included in the Four Corners Project.

Example sharing scenario:

- Creation costs related to Section III A., C., D. above were \$200,000
- Infrastructure costs related to Section III. B. above were \$10,000,000

The creation costs would be re-paid by the JEDD revenues, with Jersey receiving 50% of the net revenues, until such time as Jersey has been made whole for the funding it contributed for the creation costs. During that time period, the other 50% of the net revenues would be distributed to the Parties at a ratio reflecting each Party's net developable acreage in the Four Corners Project. Once those costs have been re-paid, 100% of the net JEDD revenues would be distributed to the Parties at a ratio reflecting each Party's net developable acreage in the Four Corners Project.

The infrastructure costs (debt service) will be covered by the NCA and TIF. Once the debt service has been satisfied, the Parties will jointly decide how best to utilize any remaining funding available.

- ii. Parties will designate Jersey Township as the lead entity to guide the various processes. As such, each Party will coordinate with and communicate with each other and with Jersey's consultants openly and diligently.

V. RECORD KEEPING

Each Party shall be responsible for maintaining its own records, under its own policies and the laws of Ohio, including any records retention schedule. In the event a request is made for information which is or may be confidential, the party shall inform the other party of that request before fulfilling or denying the request. The other party shall be provided a reasonable time to intervene to protect the confidentiality of such records, if necessary.

VI. LEGAL CONTINGENCIES

In the event of a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

VII. PERSONNEL

The Parties agree to maintain control over its employees, and this Agreement shall not be construed to alter the employment relationship each Party has with its officials, employees, or representatives. Each Party shall be responsible for the compensation, benefits, and liabilities, if any, of its officials (elected and appointed), employees, agents, or representatives and hereby agrees to release the other Party from any responsibility therefore. In no event shall any Party's employees be considered employees of another Party within the meaning or application of any federal, state, or local laws or regulations, and vice versa.

VIII. EQUIPMENT AND FACILITIES

Each Party shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party.

IX. INSURANCE AND LIABILITY

Each Party shall, for the life of this Agreement, maintain the insurance coverage each deems appropriate. The Parties acknowledge they are political subdivisions of the State of Ohio and lack the authority to indemnify.

X. MISCELLANEOUS

- A. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- B. GOVERNING LAW AND DISPUTES. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, and Ohio law shall govern the administration of this agreement and the conduct of the parties in relation to this Agreement. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. if mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Licking County, Ohio.
- C. HEADINGS. The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties and no purposes of interpretation shall be made to the contrary.
- D. WAIVERS. No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- E. SEVERABILITY. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- F. EXECUTION. This Agreement is not binding upon the Parties unless executed in full.
- G. COUNTERPARTS. This Agreement may be executed (including by electronic signatures) 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.

- H. **FACSIMILE SIGNATURES.** Either Party may hereto deliver a copy of the counterpart signature page to this Agreement via fax, email, or .pdf. Each party hereto, shall be entitled to rely upon such signature as if it were an original.
- I. **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.

(remainder of page intentionally blank)

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this intergovernmental agreement as of the Effective Date.

JERSEY TOWNSHIP (LICKING COUNTY), OHIO

By: _____
Board President Date

Approved as to Form By: _____
Legal Counsel

MONROE TOWNSHIP (LICKING COUNTY), OHIO

By: _____
Board President Date

Approved as to Form By: _____
Legal Counsel

LIBERTY TOWNSHIP (LICKING COUNTY), OHIO

By: _____
Board President Date

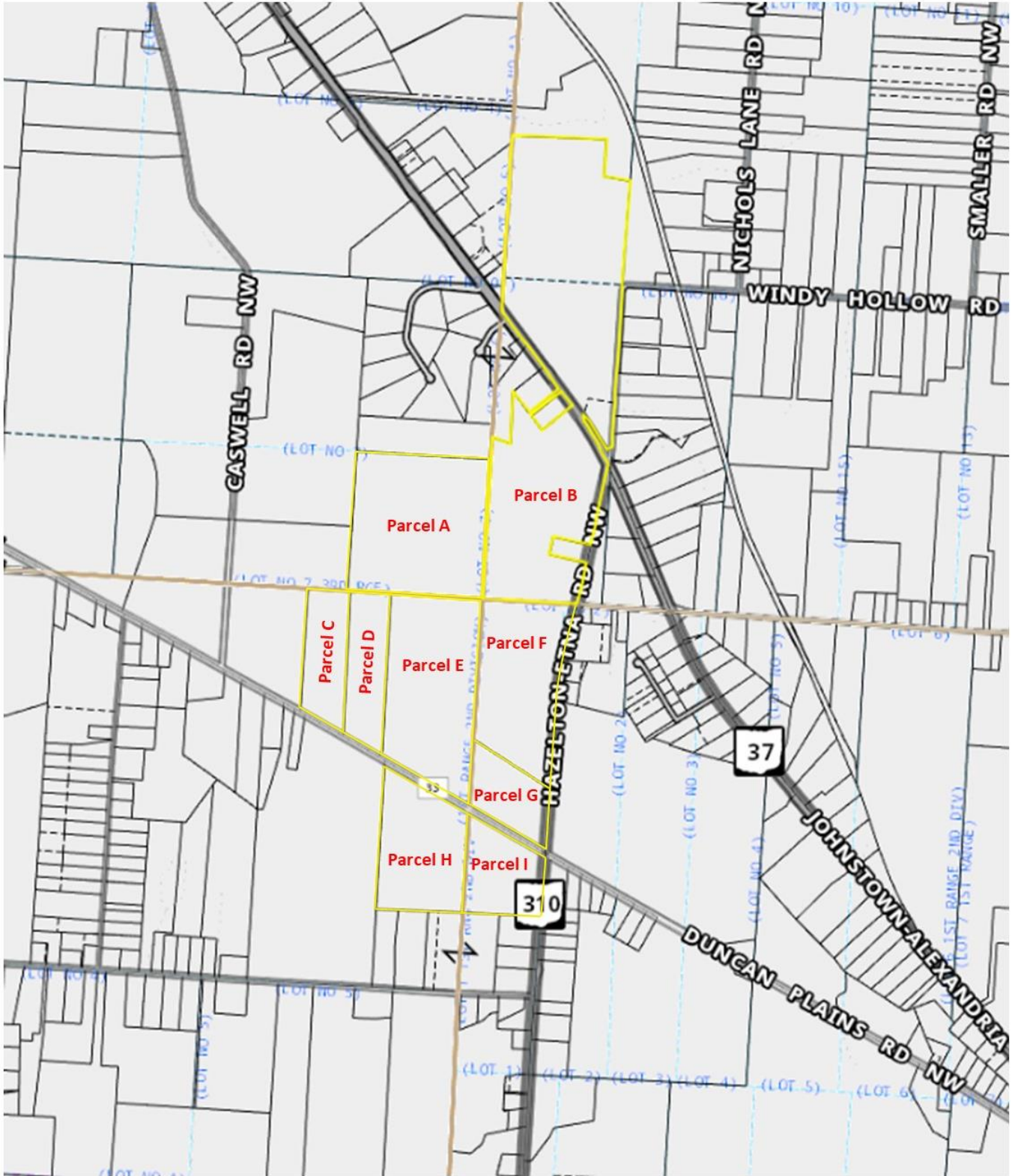
Approved as to Form By: _____
Legal Counsel

ST ALBANS TOWNSHIP (LICKING COUNTY), OHIO

By: _____
Board President Date

Approved as to Form By: _____
Legal Counsel

Exhibit A
Proposed Project Area Map



<u>Parcel ID</u>	<u>Township</u>	<u>Parcel Number</u>	<u>Acreage</u>
A	Monroe	052-172704-00.002	55.72
B	Liberty	040-116316-00.000	130.53
C	Jersey	037-111666-00.000	18.75
D	Jersey	037-111684-00.000	18.78
E	Jersey	037-111678-00.000	48.76
F	St Albans	066-318012-00.000	32.00
G	St Albans	066-318006-00.000	14.00
H	Jersey	036-110226-00.000	30.63
I	St Albans	066-317904-00.000	18.79