

RESOLUTION #19-0304-09

Authorize Recreational Trail Grant Agreement with the Delaware County and City of Delaware

WHEREAS, the City of Delaware has constructed a recreational trail along a portion of Chesire Road, and

WHEREAS, there is a portion of this section of Chesire Road which is within Liberty Township, and

WHEREAS, in order to have a continuous trail along this section of Chesire Road, a trail must be constructed along the section within Liberty Township, and

WHEREAS, the City of Delaware is willing to construct the trail on this property through grant funding available through Delaware County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO authorizes the attached recreational Trail Grant Agreement Between the Delaware County Board of Commissioners and the City of Delaware/Liberty Township Board of Trustees.

Motion made by Leneghan and seconded by Eichhorn.

Vote: yes Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

Mar. 4, 2019

Date

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

**RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND
THE CITY OF DELAWARE/LIBERTY TOWNSHIP BOARD OF TRUSTEES**

I. GRANT OFFER

The Delaware County Board of Commissioners (the "Board"), acting pursuant to sections 9.482, 301.26, 307.15, and 307.281 of the Revised Code, hereby offers to the City of Delaware/Liberty Township Board of Trustees (hereinafter collectively referred to as the "Grantee"), grant assistance subject to the terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$24,997.50.

The term of work by the Grantee under this grant agreement shall begin _____ and is to be completed by September 30, 2019, unless extended upon written agreement of all parties.

The Board will provide funds for the Grantee's eligible expenses in accordance with the attached Conditions.

II. GRANT TERMS

The Board and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame (the "Grant Term") and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.
2. The Grantee shall:
 - a. Expend all funds in accordance with the requirements pertaining to eligible project costs for the Delaware County Trail Assistance Program.
 - b. Comply with all the requirements now or hereafter in effect for the Delaware County Trail Assistance Program, including, but not limited to, the assurances and certifications contained in this Agreement.
 - c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of funds authorized herein.
 - d. Utilize grant funds for the approved activities (excluding administration) by the end of the Grant Term. Funds not committed and/or expended by the end of the Grant Term shall be returned to the Board.
3. The effective date of this Agreement is _____. Unless otherwise extended, suspended, or terminated by the Board, this Agreement shall remain in effect until such time as the Grantee has expended or returned to the Board the funds authorized hereunder and met all terms and conditions for the receipt of funds pursuant to this Agreement.
4. Disbursement of Funds. The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Board established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Board. Further, in no event will a disbursement or further disbursements be made after a notice by the Board of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Board.

5. Advancement of Funds. If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Board, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the Grantee shall immediately return to the Board the funds advanced.

6. Availability of Funds. All Board funding is subject to the availability of funds, subject to appropriation by the Board. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

7. Increase of Funds. The Grantee agrees that the Board may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds.

8. Monitoring. The Grantee agrees that the Board may, at the Board's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Board may request.

9. Records Retention Period. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Board.

10. Reporting Schedule. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Board may require.

11. All reports, correspondence, and documents required under this Agreement shall be submitted to:

Jenna Jackson
Economic Development Coordinator
Delaware County, Ohio
101 North Sandusky Street
Delaware, Ohio 43015
jmjackson@co.delaware.oh.us

12. Procurement. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that comports with all competitive bidding laws applicable to the Grantee or, if no such laws apply to Grantee, provides for maximum open and free competition.

13. Reasonable Costs. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

14. Cost Overruns. All cost overruns shall be the responsibility of the Grantee.

15. General Compliance. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Board staff to ensure compliance with Board, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Board.

16. Records Review. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Board or its authorized representatives for review by the Board to ensure conformity with the terms of this Agreement.

17. Contractors and Subcontractors. The Grantee, all contractors and subcontractors shall ensure that any construction implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local codes.

18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.

19. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

21. Discrimination. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law.

22. Conflict of Interest. If any member of the Grantee's governing body or staff has an identity of interest with any of the persons or businesses providing supplies or services for which funds are being advanced under this Agreement, the Grantee shall make written disclosure of the nature and extent of the relationship to the Board prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Board.

23. Liability. Delaware County and the Board, and their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

24. Hold Harmless.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

b. If Grantee is a private entity, Grantee shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Grantee, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

c. If Grantee is an Ohio governmental entity, Grantee shall require that any contractor or subcontractor performing work subject to funding under this Agreement shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the contractor or subcontractor, or their employees, agents, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

25. Violations of Grant Agreement. The Board reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Board shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Board, within the time prescribed herein, this Agreement may be terminated forthwith by the Board.

26. Suspension of Grant. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available, on reasonable notice to the Grantee, the Board may suspend the grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding, or a decision to terminate in accordance with this Agreement. The Board shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. Termination for Cause. The Board may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Board determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date.

28. Termination for Convenience. The Board or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Board shall pay from available Grant funds, the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

29. Remedies. The Grantee hereby agrees that the election of the Board to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

30. Severability. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF DELAWARE, OHIO

Date: _____

By: _____

LIBERTY TOWNSHIP BOARD OF TRUSTEES

Date: 3.4.19

By: Melanie Houghen

BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO

Date: _____

By: _____
Commissioner Gary Merrell, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 18-_____

Approved as to Form:

Prosecuting Attorney
Delaware County, Ohio

AUDITOR'S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that neither the City of Delaware nor the Liberty Township Board of Trustees has unresolved findings for recovery issued against it by the State of Ohio.

Date: _____ 20_____

George Kaitsa
Auditor, Delaware County, Ohio



LEGEND

- MUNICIPAL/TOWNSHIP BOUNDARY
- EXISTING TRAIL
- PROPOSED TRAIL
- RIGHT OF WAY

CHESHIRE ROAD TRAIL

EST 1808
CITY OF
DELaware
OHIO

DATE: JUNE 28, 2018
SHEET SIZE: 11 x 17

