

HOST COMMUNITY CLEANUP GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into as of the date of approval by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board) and the Grantee, under the circumstances summarized in the following recitals. **This agreement shall be effective one year from the date of approval unless earlier termination is made pursuant to Section 5 herein.**

WHEREAS, the District may, from time to time, utilize political subdivisions and/or the host site within the three respective county area to offer services at some recycling off locations; and

WHEREAS, the services may include maintenance of the drop offs (Grant Purposes); and

WHEREAS, a political subdivision and/or the host site providing these services may be paid an amount not to exceed \$2,500.00 per year when services are provided, as stated above, by the grantee at the drop off locations within the District up to an annual expense limit for this activity as specified in Chapter 6 Budget and Appendix O Financial Data of the Joint Solid Waste Management District Plan Update (the Plan) as implemented in January 2023; and

WHEREAS, the grantee has submitted an application online through the District's website (the Application) to the District for a grant to provide site maintenance services as listed above; and

WHEREAS, the Board based upon its review of the Application has determined that the grantee shall receive the total amount as approved on the grant application pursuant to division (B) of Section 3734.57 of the Revised Code and appropriated by the Board should be expended to fund this grantee; and

WHEREAS, the Board has authorized the District Executive Director to execute and deliver this Host Community Cleanup Agreement to the grantee relating to the administration of these funds; and

WHEREAS, the grantee has been authorized by its governing body to enter into this agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the grantee agree as follows:

Section 1. Disbursements to the Grantee and Use of Disbursements

Upon application approval, grantee may complete purchase/project and submit receipts for approved purposes to the District. Funds shall be disbursed to the grantee in an amount not to exceed the total amount as approved on the Application within thirty (30) days of receipt.

Section 2. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically: any moneys disbursed to it under this Agreement and the purpose for which any such moneys are expended, and All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Finance Director of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 2 shall survive the termination of this Agreement.

Section 3. Compliance with Federal and State law; and District Solid Waste Management Plan

Both parties agree to comply with all applicable Federal, State and Local laws in the performance of any and all activities contemplated by this Agreement. The grantee shall not discriminate against any volunteer applicant or employee because of race, color, religion, national origin, ancestry, age, sex or any disability. The District, by disbursing funds to the grantee, does not create any employment relationship or independent contractor relationship with said grantee, its agents, its employees or volunteers. The grantee accepts full responsibility for payment of any and all applicable unemployment compensation, insurance premiums, workers compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required of the grantee for its employees or volunteers engaged by it for the performance of the services as described herein above and those activities contemplated by this Agreement and agrees to hold the District and the Board harmless from any claim against the District regarding same. The grantee shall comply with all applicable provisions of the District's Solid Waste Management Plan, including but not limited to, Plan requirements imposed upon the grantee by the Executive Director or Finance Director.

Section 4. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, the Policy Committee, any committee or subcommittee of the Board of Directors, the District, all officers, employees and agents of the foregoing, shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorney's fees, or other expenses incurred in defending against any action arising out of any such act or omission.

Section 5. Termination and Repayment to the District

Either the District or the Grantee may terminate this Agreement at its option and discretion, with or without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred. The Grantee shall repay the District all sums received pursuant to this Grant if the District determines the monies have not been used in compliance with the Grantee's grant application and/or grant purposes. All sums used in a non-conforming manner will be repaid to the District within thirty (30) days of the Grantee's receipt of the District's written demand for the same.

Section 6. Notices

All notices, certificates, requests or other communications shall be mailed, e-mailed or hand-delivered and addressed as follows:

If to the Grantee:	Grantee Contact Information as provided on grant application
If to the District:	Stark-Tuscarawas-Wayne Joint Solid Waste Management District 9918 Wilkshire Boulevard, N.E. Bolivar, Ohio 44612 Attn: Grants Department grants@timetorecycle.org

Section 7. Source of Financial Assistance; Extent of Covenants: No Personal Liability

- 7.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit at the District and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 1 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.
- 7.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.
- 7.03 Participants in this Grant take part in the activities at their own risk. The District shall not be held liable for any injury to persons or property arising out of activities in the Grant paid for by the District and utilizing District Plan funds.

Section 8. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 9. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 10. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11. Severability

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

section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, 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 permitted by law.

Section 12. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 13. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date the application is approved by the District