ORDINANCE C-07-04

AN ORDINANCE TO APPROPRIATE $20,594.00 FROM THE COMMUNITY ENVIRONMENT FUND F0R THE CURRENT EXPENSE OF THE KEEP GROVE CITY BEAUTIFUL PROGRAM AND TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A RECYCLING GRANT AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO

WHEREAS, the City of Grove City, Ohio has received notification from the Ohio Department of Natural Resources and the Solid Waste Authority of Central Ohio (SWACO) of the award of a Reimbursement Grant in the amount of $20,594.00 for project expenses; and

WHEREAS, it is necessary to appropriate said monies and authorize the Agreement for the operation of this program.

WHEREAS, it is necessary to appropriate monies for this project to proceed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated $20,594.00 from the unappropriated monies of the Community Environment Fund for the Current Expense of the Keep Grove City Beautiful Program.

SECTION 2. The City Administrator is hereby authorized to enter into a Recycling Grant Agreement with SWACO.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

William E. Saxton, President of Council

Passed: 2-2-04

Cheryl L. Grossman, Mayor

Effective: 2-2-04

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Thomas Clark, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Robert E. Behlen, Director of Finance

C-07-04

THE SOLID WASTE AUTHORITY OF CENTRAL OHIO
GRANT AGREEMENT

GRANT to THE CITY OF GROVE CITY, OHIO 2004

THIS GRANT AGREEMENT is entered into at Grove City, Ohio, and is effective as of 30th day DECEMBER 2003 by and between the Solid Waste Authority of Central Ohio (hereinafter "SWACO"), a regional solid waste authority established pursuant to Ohio Revised Code Section 343.011, and the City of Grove City, Ohio a municipal corporation formed in accordance with the laws of the State of Ohio (the "Grantee") and collectively SWACO and Grantee shall be referred to as the "parties",

WITNESSETH:

WHEREAS, the Solid Waste Authority of Central Ohio pursuant to its amended Solid Waste Management Plan, implements programs to increase the rates of solid waste recycling, reduction and reuse within the District, and provides services to other political subdivisions within the District to increase implementation of such programs; and

WHEREAS, SWACO has determined that certain programs and entities would receive monies in the form of grants from SWACO for the purpose of implementing certain recycling programs; and

WHEREAS, the SWACO Grant includes certain recycling and litter prevention activities which are to be carried out by the City of Grove City, Ohio; and

WHEREAS, funds, in the amount of TWENTY THOUSAND FIVE HUNDRED AND NINETY-FOUR DOLLARS ($20,594.00) 00) were contained in the accepted and approved SWACO Grant application for the year 2004, for the purpose of carrying out certain recycling, recycling education, and litter prevention activities to be carried out and implemented by the city of Grove City, Ohio.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties to this Grant Agreement, the parties agree as follows:

SECTION I
GRANT AMOUNTS

1. SWACO does hereby grant to the City of Grove City, Ohio an amount not to exceed TWENTY THOUSAND FIVE HUNDRED AND NINETY-FOUR DOLLARS ($20,594.00) (hereinafter "Grant"), for the purpose of carrying out approved recycling activities in accordance with the terms and conditions contained in this Grant Agreement. Grant monies shall only be used on approved expenditures as contained or incorporated into this Grant Agreement. Costs incurred by the Grantee for unapproved items or in excess of the Grant amount shall not be subject to reimbursement by SWACO.

2. SWACO shall remit grant funds to the Grantee in four quarterly, reimbursement installments.

3. This Grant Agreement shall terminate on December 31, 2004 unless otherwise set forth in this Grant Agreement.

SECTION II
GRANTEE DUTIES AND REQUIREMENTS

4. The Grantee agrees to perform the following "Grant work" and complete all tasks in accordance with the terms and conditions contained herein and all of the provisions, terms and conditions set-forth in the "SWACO Solid Waste Authority Of Central Ohio Grant Program Grant Handbook" attached hereto as "Exhibit C" and incorporated herein by reference as if fully rewritten.

5. The Grantee agrees to produce and deliver to SWACO's Grant Manager a "Quarterly Report" on the following dates April 10, 2004 (for 1st Quarter activities); July 10, 2004 (for 2nd Quarter activities); October 10, 2004 (for 3rd Quarter activities); and January 10, 2005 (for 4th Quarter activities). The Quarterly Report shall be in a form acceptable to SWACO's Grant Manager and shall include the following information or items:

   (a) The Grantee shall report in written detail all Grant related programs and activities undertaken during the quarter;
   (b) The Grantee shall indicate program performance for all grant-supported programs including, without limitation, whether projected time schedules and program objectives (as indicated by the Grant Manager) were met;
   (c) A statement indicating the date of receipt and the amount of all Grant funds received during the quarter;
   (d) A statement indicating the date, amount and reason for any and all expenditures of Grant and/or "Grant Matching Funds" made during the quarter. A copy of all "Keep Grove City Beautiful Coordinator" time sheets turned in during the quarter shall be attached to the "Quarterly Report";
   (e) A copy of any signed agreements or signed contracts with any third party personal services providers entered into during the quarter shall be attached to the "Quarterly Report";
   (f) Such other information related to the Grant as from time to time requested by the Grant Manager;

6. The Grantee agrees to undertake and complete the activities and/or tasks as set forth in the "Project Narrative" and "Core Program Description Page" of its "2004 Recycle, Ohio!" grant application accepted by SWACO; said "Project Narrative" and "Core Program Description Page" are attached hereto as "Exhibit A" and incorporated into this Grant Agreement as if fully rewritten herein.

7. The Grantee agrees to use Grant monies only for expenditures in furtherance of the "Awareness" activities proposed in the "2004 Recycle, Ohio!" grant application accepted by SWACO. The Grantee shall use grant monies only to make the expenditures set forth in the "Budget" and "Budget Details" attached hereto as "Exhibit B" and incorporated into this Grant Agreement as if fully rewritten herein.

8. The Grantee agrees that as "matching funds" and in accordance with it's "2004 Recycle, Ohio!" grant application accepted by SWACO it shall pay the sum of SEVEN THOUSAND, EIGHT HUNDRED AND THIRTY-SEVEN DOLLARS ($7,837.00) as SALARY to the "Keep Grove City Beautiful Coordinator". Any expenditure for any other purpose shall not be considered the expenditure of "matching funds" as required by this Grant Agreement.

9. Any Grant funds which remain unexpended at the end of the term of this Grant Agreement shall be returned to SWACO within fifteen days following the end of the term. Grant funds may not be encumbered beyond the term of this Grant Agreement without the prior written consent of SWACO which consent shall be at its sole and complete discretion. Any request for consent to expend funds beyond the term of this Grant Agreement must be received no less than one hundred twenty (120) days prior to the termination date of this Grant Agreement.

10. It shall be Grantee's obligation to ensure that all expenditures of Grant funds are in strict accordance with SWACO grant requirements. Failure of Grantee to adhere to those requirements or the terms and conditions contained herein shall result in Grantee reimbursing SWACO for all grant funds remitted to Grantee pursuant to this Grant Agreement; such reimbursement shall be made no later than thirty (30) days following a written request from SWACO for reimbursement.

11. Grant or match funds shall not be used by Grantee for any of the following purposes:

    (a) Paying individuals, crews or organizations to pick up litter (other than crew supervisors);
    (b) Purchase, lease, or service of dumpsters or other containers not part of an approved activity;
    (c) Routine solid waste disposal, removal, processing, or hauling;
    (d) Refuse-Derived-Fuel (RDF) projects;
    (e) Collection, recycling, or processing of hazardous waste, yard waste, Christmas trees, and/or tires that are not collected as part of an approved litter collection activity;
    (f) Solid waste collection equipment not part of an approved PAYT Activity, street cleaning vehicles, and related equipment;
    (g) Land acquisition;
    (h) Entertainment costs (banquets, parties, etc.) and alcoholic beverages;

(i) Beautification projects (planting, mowing, weeding, etc.)'
(j) Routine litter law enforcement surveillance activities, and/or costs to enforce laws/ordinances not regulating litter or littering, and/or for enforcement officers without SWACO to enforce litter laws/ordinances as defined in Ohio Revised Code Chapter 1502;
(k) Newspaper subscriptions and individual membership fees to organizations;
(l) Personal clothing items other than awards/promotional t-shirts under the line item 'Other' and approved safety supplies under the line item 'Supplies';
(m) Clerical personnel other than that approved under the 'Overhead' line item;
(n) Providing interior recycling collection containers or container liners to a private facility for the facility's ownership, e.g.: desk-side recycling containers;
(o) Laptop computers; and
(p) Other costs not identified as "Allowable Costs" as set forth in "Exhibit B" attached hereto.

12. Grant funds approved for use to purchase computer hardware, software or computer services shall not be used for purposes other than approved activities under this Grant Agreement.

13. Grant funds, which are approved for use for travel reimbursement, shall be subject to approval by SWACO's Grant Manager.

14. The Grantee shall be required to obtain prior written approval by the Grant Manager for any changes or revisions to the approved grant activities set forth or incorporated into Section II herein. Requests for grant revision shall be in a form approved by the Grant Manager and approval shall be at the sole discretion of SWACO. Costs incurred by Grantee for items not part of the approved budget, any unapproved revisions or changes to the approved budget, or costs in excess of amounts specified in the approved budget shall not be reimbursed.

15. Grantee shall create a separate account for grant funds received through this Grant Agreement and for any cash donations received that qualify for the donor credit allowed by Section 5733.064 of the Ohio Revised Code. All interest earned on the separate account shall be deposited into the separate account. Grantee shall document all cash donations received as to the amount, name and address of the donor, and the date each donation was received. Said donations may be used at any time during or after the effective dates of the grant award.

16. The Grantee shall establish fiscal control and accounting procedures acceptable to the Grant Manager and which at a minimum adhere to the procedures set forth in the "Solid Waste Authority Of Central Ohio Grant Program Grant Handbook" ("Exhibit C") and which will assure for the proper disbursement and accounting of all grant funds. The responsibility to properly account for the disbursement of grant funds shall apply to all third party agreements and contracts. Accounting procedures shall provide at minimum for the

accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances of such funds. Adequate controls must be established to assure that expenditures charged to grant projects are allowable and that documentation is readily available to verify the accuracy of such expenditures, including all purchase and charge receipts. The Grantee shall keep all appropriate records necessary to allow SWACO and/or its agents or contractors to audit the program in a businesslike manner for a period of six years. Grantee shall also submit a "Financial Statement" in accordance with the procedures established by the Grant Manager. This statement shall be in a format and contain such information as requested by the Grant Manager.

17. The Grantee shall require strict conformance with its local procurement regulations and standards for contract agreements provided that the standards set forth in the "Solid Waste Authority Of Central Ohio Grant Program Grant Handbook" are followed. Notwithstanding the previous sentence set forth in this Agreement, a written agreement is required between the Grantee and any services provider where personal services greater than ONE THOUSAND DOLLARS ($1,000.00) will be paid for with grant funds. The written agreement must be fully executed before the provision of any service and a copy shall be retained in the Grantee's financial records for audit purposes.

18. The Grantee shall maintain records for each piece of equipment costing THREE HUNDRED DOLLARS ($300.00) or more and acquired with the use of Grant Funds. Such records shall be maintained in a form acceptable to the Grant Manager, and maintained for six years.

19. During the seven year period from the date the Grantee receives any equipment acquired through this grant costing in excess of THREE THOUSAND DOLLARS ($3,000.00), the Grantee shall not convert said equipment to any uses not specifically set forth in this Grant Agreement; shall not transfer said equipment without receiving payment in return; shall not encumber said equipment; and shall not sell said equipment without written approval of SWACO. If for any reason during said seven year period the Grantee finds that such equipment is no longer needed for its originally approved use, the Grantee shall notify SWACO in writing of such finding. Only with prior written approval of SWACO may the Grantee convert said equipment to a use other than that originally approved or transfer said equipment without charge to the transferee or sell said equipment. For conversions or sales made during said seven-year period without SWACO approval, the Grantee shall repay to SWACO any funds granted by SWACO for the originally approved purchase of said equipment. For conversions or sales of equipment approved by SWACO, the Grantee shall repay to SWACO any funds granted by SWACO for the originally approved purchase of said equipment within forty-five days of the approved conversion or sale of said equipment according to the following schedule:

    (a) If such conversion, transfer or sale is made within one year of the date the Grantee received said equipment, the Grantee shall repay to SWACO ninety percent

(90%) of any expended funds granted by SWACO for the originally approved purchase of said equipment.

(b) If such conversion, transfer or sale is made during the second year after the date the Grantee received said equipment, the Grantee shall repay to SWACO seventy percent (70%) of any expended funds granted by SWACO for the originally approved purchase of said equipment.

(c) If such conversion, transfer or sale is made during the third year after the date the Grantee received said equipment, the Grantee shall repay to SWACO fifty percent (50%) of any expended funds granted by SWACO for the originally approved purchase of said equipment.

(d) If such conversion, transfer or sale is made during the fourth year after the date the Grantee received said equipment, the Grantee shall repay to SWACO twenty-five percent (25%) of any expended funds granted by SWACO for the originally approved purchase of said equipment.

(e) If such conversion, transfer or sale is made during the fifth, sixth, or seventh year after the date the Grantee received said equipment and the market value of said equipment is greater than $1,000.00 (one thousand dollars), the Grantee shall develop a disposition plan and request written approval from SWACO prior to any such disposition. If the market value of said equipment is less than $1,000.00, the Grantee may dispose of the equipment in a manner consistent with local regulations, and shall inform SWACO of its intent to dispose of the property prior to any such disposition.

(f) Following the seventh year after the date the Grantee received said equipment, the Grantee may dispose of said equipment in a manner consistent with local regulations and without the approval of SWACO.

(g) SWACO reserves the right to make exceptions to the equipment disposition requirements and repayment methods set forth in paragraphs 19(a) through 19(f) of this Grant Agreement provided the terms of such exceptions are mutually agreed to in writing by SWACO and the Grantee prior to disposition of the equipment.

20. Grantee shall obtain written approval from SWACO prior to the commitment and/or expenditure of any grant funds for the purchase of media time, advertising space, and/or publicly available printed matter. Such request shall be in a form acceptable to the Grant Manager and shall contain all information requested by the Grant Manager.

21. SWACO and its agents and contractors reserve the right to conduct site visits with Grantee and any subcontractors as arranged between the parties. Any such visits shall be conducted

to review the program progress, inspect the site of any work, audit financial records or for any other reason necessary for SWACO to ensure compliance with Grant Agreement requirements. All books, records, contracts or other pertinent documents are to be maintained in a common file to facilitate reviews and audits. All such records must be maintained for a minimum period of six years.

22. Contractor certifies and agrees that during the performance of this Grant Agreement, the Contractor and/or any sub-contractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed or national origin. Contractor and/or any sub-contractor shall not discriminate based upon age, race, color, religion, sex, disability, creed or national origin in any undertaking related to employment including (but not limited to) such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall maintain an affirmative action plan to ensure that applicants are employed and employees are treated uniformly during employment without regard to their age, race, color, religion, sex, disability, creed or national origin. A copy of such affirmative action plan shall be provided immediately to SWACO upon request. The Contractor shall post in conspicuous places and make available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

23. Grantee understands and agrees that this Grant is being made pursuant to and consistent with SWACO's Solid Waste Management Plan as amended from time to time. SWACO reserves the right to, at any time after execution of this Grant Agreement, terminate the Grant and/or Grant Agreement in whole or in part upon written notification to the Grantee ("SWACO Termination"). In the event of a SWACO Termination the Grantee will be paid for approved expenditures incurred and for any non-cancelable obligations properly incurred prior to the date of SWACO Termination. All unspent funds and or reimbursements for disallowed expenditures shall be returned to SWACO within sixty (60) days of SWACO Termination.

24. The Grantee reserves the right, at any time after execution of this Grant Agreement, to terminate the grant and/or Grant Agreement in whole or in part, upon written notification to SWACO. In the event of any such termination, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible. All unspent funds and/or disallowed expenditures shall be returned to SWACO within thirty (30) days of such termination.

SECTION III
MISCELLANEOUS PROVISIONS

25. All covenants, stipulations, obligations and agreements of SWACO contained in this Grant Agreement and in the attached "Exhibit A", "Exhibit B" and "Exhibit C" are and shall be deemed to be covenants, stipulations, obligations and agreements of SWACO to the full extent authorized by law and permitted by the Constitution of the State of Ohio. No covenant, stipulation, obligation or agreement of SWACO contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of SWACO in other than that person's official capacity. Neither the members of the Board of Trustees of SWACO nor any official executing this Grant Agreement or any amendment or supplement hereto shall be subject to any personal liability by reason of such execution.

26. SWACO and Grantee agree that nothing contained in this Grant Agreement is intended to or shall be construed to create or establish the relationship of partnership or joint venture between the parties hereto. Nor shall this Agreement be construed so as to create an agency, representative or employment relationship between the Grantee and SWACO. Any and all personnel of the Grantee or other person while engaged in the performance of any work or services required by the Grantee under this Grant Agreement shall have no contractual relationship with SWACO and shall not be considered employees of SWACO and any and all claims that may or might arise under the Workers' Compensation Act of the State of Ohio on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation claims of discrimination against the Grantee, its officers, agents, Grantees or employees shall in no way be the responsibility of SWACO. Such personnel or other persons shall not acquire nor be entitled to any compensation, rights or benefits of any kind whatsoever from SWACO, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability and severance pay.

27. The Grantee hereby agrees to indemnify and hold harmless SWACO, its Trustees, Officers, and employees from and against any and all claims, damages, liabilities, injuries, penalties, liens, and costs, including reasonable attorneys' fees, arising in connection with the Grantee's fault or negligence in the performance or nonperformance of the Grantee's obligations hereunder. Grantee also agrees to indemnify or reimburse SWACO, its Trustees, Officers and/or employees for reasonable costs of investigating any such claims, damages, liabilities, injuries, penalties or costs. The parties agree that in no case shall the Grantee be required to pay an amount disproportional to its culpability. The provisions of this Section shall survive any termination, suspension or cancellation of this Grant Agreement.

28. Any notice, consent, report, or other information required to be given hereunder shall be

deemed to have been duly given (a) upon personal delivery or (b) if mailed, seventy-two (72) hours after deposit in the United States mail, registered or certified mail with return receipt requested, proper postage prepaid, and addressed as follows:

To the Solid Waste Authority Of Central Ohio:

Solid Waste Authority of Central Ohio
Planning and Programs
Attn: Jeff Cahill, Grant Manager
6220 Young Road
Grove City, Ohio 43123

To the Grantee:

The City of Grove City
The Honorable Cheryl Grossman
P. O. Box 427
Grove City, OH 43123

29. No person or corporation, other than the signer of this Grant Agreement as Grantee, has any interest hereunder and no claim shall be made or be valid, nor shall any clause, phrase, covenant or section herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Grant Agreement. SWACO or any Trustee, official, employee or agent thereof shall not be liable for or be held to pay any money except as provided herein. The acceptance by the Grantee of payment shall operate as a release to SWACO and every Trustee, officer, employee and agent thereof, from all claims and liabilities to the Grantee for anything done or furnished for, or relating to the work or for any act or neglect of SWACO, or of any person relating to or affecting the work.

30. Neither this Grant Agreement nor any rights arising hereunder may be assigned, transferred, sublet, pledged or otherwise disposed of in whole or in part by the Grantee without the prior written consent of the Executive Director of SWACO, which consent may be withheld for any reason, and any such assignment, transfer or pledge shall be void and without effect without such consent. This Grant Agreement shall be binding upon and inure to the benefit of SWACO and the Grantee, and their successors.

31. This Grant Agreement contains the entire agreement and understanding between the parties. All modifications of the Grant Agreement must be in writing and signed by a duly authorized representative of the Grantee and the Executive Director of SWACO. In the event of any conflict or inconsistency between the terms of this Grant Agreement and the terms of the grant proposal, the terms of this Grant Agreement shall be controlling.

32. The language in all parts of this Grant Agreement shall in all cases be construed according to its plain meaning and not strictly for or against the Grantee or SWACO.

33. The terms of this Grant Agreement shall be governed and construed under the laws of the State of Ohio, and shall be construed so as to be consistent with, and to give effect to any applicable laws of the United States or the State of Ohio, or regulations issued thereunder, so as to confer the fullest possible authority upon each party to accomplish the purposes of this Grant Agreement. The parties hereto agree that it is their intention that any action or proceeding of or relating to this Grant Agreement shall take place in a court of competent jurisdiction in Franklin County, Ohio.

34. If any provisions of this Grant Agreement or any application thereof shall be held invalid, void or unenforceable by a court of law of competent jurisdiction, the remaining provisions of this Grant Agreement shall not be affected thereby and the parties shall, as nearly as possible, perform their obligations under this Grant Agreement as nearly as it is practicable do so and as long as each party's performance is consistent with the intentions and purposes of the parties in entering into this Grant Agreement.

35. Prior to final execution of this Grant Agreement, the Grantee shall provide SWACO with an executed affidavit of authority or such other document as is sufficient to indicate the undersigned parties' authority to bind or otherwise execute this Grant Agreement. Failure to provide the affidavit will result in rejection of the Grantee's proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

SOLID WASTE AUTHORITY OF CENTRAL OHIO:

By: _____
Michael D. Long,
Executive Director

GROVE CITY, OHIO
(Grantee)

By: _____
Printed Name: James H. Blackburn
Printed Title: City Administrator

Approved as to form:

Harold J. Anderson III, by Christopher L. Ingbert, ACC
Harold J. Anderson III
Chief Counsel
Solid Waste Authority of
Central Ohio