

**CITY OF HILLSBORO, OHIO  
RESOLUTION NO. 24-24**

**A RESOLUTION AUTHORIZING THE SAFETY AND SERVICE DIRECTOR TO  
ENTER INTO A GRANT AGREEMENT WITH THE BOARD OF COMMISSIONERS  
OF ROSS COUNTY AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Hillsboro desires to enter into a grant agreement with the Board of Commissioners of Ross County for the Appalachian Community Grant Program; and

**WHEREAS**, the Board of Commissioners of Ross County is directing the use of federal stimulus it has been awarded by the State of Ohio.

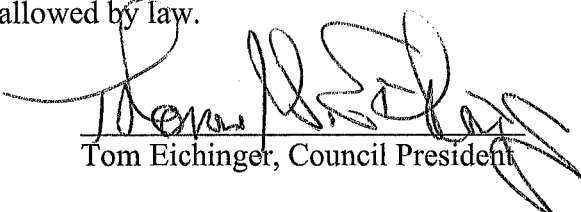
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH 2/3 OF ALL COUNCIL MEMBERS CONCURRING THAT:**

**SECTION 1:** That the Safety and Service Director is hereby authorized and directed to execute a grant agreement with the Board of Commissioners of Ross County for the Appalachian Community Grant Program, more specifically for Crossroads Park. (See Exhibit "A.")

**SECTION 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3:** This Resolution is declared to be an emergency measure, and Council has dispensed of three necessary readings and is essential to the immediate preservation of the public health, safety, and welfare of the residents of the City of Hillsboro, Ohio to execute the grant agreement in a timely manner and shall become effective at the earliest date allowed by law.

Passed this 15th day of August, 2024.

  
Tom Eichinger, Council President

Attest:   
Whitney Aliff, Clerk of Council

Approved:   
Justin Harsha, Mayor

Date: 8/15/2024

Prepared by the City Law Director.

GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is made as of \_\_\_\_\_, 2024 (the "**Effective Date**"), by and between the BOARD OF COMMISSIONERS OF ROSS COUNTY, STATE OF OHIO (the "**Board**"), and CITY OF HILLSBORO ("**Grantee**"), and with the Board both of which may be referenced herein as the "**Parties**" and each a "**Party**").

RECITALS:

WHEREAS, the Board is directing the use of federal stimulus it has been awarded by the State of Ohio under the Appalachian Community Grant Program, which such funds are to be disbursed pursuant to that certain Appalachian Community Grant Program Grant Agreement entered into between the Ohio Department of Development and the Board with an effective date of May 6, 2024 (the "**Program Award**"); and,

WHEREAS, the Program Award is intended to fund, at least in part, projects, services, and/or the purchase of goods under this Agreement, pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 602, Coronavirus State Fiscal Recovery Fund; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA funds may only be used by the Board to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government project to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Eligibility Criteria**"); and,

WHEREAS, the Board, on behalf of itself and the Grantee, has submitted to the Ohio Department of Development an application, which is attached hereto as **EXHIBIT A** and incorporated herein (the "**Application**"), setting forth such activities as are in accordance with the Eligibility Criteria; and,

WHEREAS, the Ohio Department of Development has designated the Board as empowered to receive, administer, and disburse the Program Award in furtherance of such activities to units of general local government in Ohio and non-profit corporations duly registered to do business in this state; and,

WHEREAS, the Board desires to further grant a portion of the Program Award to Grantee for the purpose of CITY OF HILLSBORO CROSSROADS PARK (the "**Project**"); and,

WHEREAS, Grantee is an Ohio political subdivision and therefore an eligible transferee under the ARPA to carry-out the Project, all pursuant to Title IX, Sec. 602(c)(3); and,

WHEREAS, the Parties acknowledge the Grantee's Project under this Agreement is eligible for payment by the Board from its Program Award, to wit: for the provision of government

project to the extent of the State of Ohio's reduction in revenue, pursuant to 31 CFR 35.6(d)(2); and,

WHEREAS, the Grantee has the requisite personnel, facilities, and equipment available to execute the Project; and,

WHEREAS, the Board and Grantee desire to enter into this Agreement for Grantee's Project, all in accordance with Ohio law, and the terms and conditions of this Agreement.

NOW, THEREFORE, the Board and the Grantee acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

## ARTICLE I TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through October 31, 2026, unless otherwise terminated earlier as provided below (the "**Term**").

## ARTICLE II DUTIES OF THE GRANTEE

2.1 The Grantee will complete the Project materially in the form and phasing as set forth in the Application for the Appalachian Community Grant Program from which the funds described herein are being provided and as set forth in the Program Award. The Grantee has no authority to enter into contracts or agreements on behalf of the Board. The Board may, at its discretion, provide the Grantee with direction as to completing the Project hereunder, but the Grantee is solely responsible for determining the means and methods of completing the Project.

2.2 The Parties acknowledge and agree the Project to be completed under this Agreement is not in the nature of legal or accounting services.

2.3 The Grantee shall ensure that the Project is completed in a manner that is consistent with the Program Award, applicable federal, state, and local laws and regulations. The Board shall have the right to refuse Project-related services or activities from or sought to be furnished by the Grantee under this Agreement for any lawful reason.

2.4 The Grantee shall provide financial and compliance reports to the Board necessary to comply with any reporting requirements established by the Board, the Office of Budget and Management, or the State of Ohio, as it relates to this Agreement. In addition, Grantee shall provide to the Board monthly project milestone and outcomes reports.

2.5 The Grantee shall comply with all applicable State of Ohio Procurement Requirements including, but not limited to, the following:

- a. General Contractor in compliance with the applicable competitive bidding process set forth in R.C. 505.264, R.C. 511.12, 511.23, 515.01, 515.07, 521.05, 5575.01, 5549.21, R.C. 307.86, R.C. 735.05, R.C. 731.14, or applicable City Ordinance;
- b. Construction Manager at Risk in compliance with R.C. 9.33, et seq.; or
- c. Design-Builder in compliance with R.C. 153.65 to 153.73, the Ohio Administrative Code 153:1-6-02.

2.6 Grantee shall submit all procurements documents for construction services set forth in 2.5 to the Board prior to advertisement for such services, and shall not advertise for such services until it receives written approval from the Board.

2.7 This Project shall be subject to Ohio Prevailing Wage laws. To the extent the Project is not sourced from any other federal funds other than the Program Subaward, the federal Davis-Bacon Act does not apply to this Project. Grantee shall ensure that the contractor(s), and any subcontractors, pay their respective employees at a rate not less than the Ohio prevailing wage rates.

2.8 Grantee agrees to comply with all applicable ARPA statutory requirements and U.S. Department of Treasury and the U.S. Treasury Office of Inspector General implementation rules and regulations.

2.9 Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury by Grantor, whichever is later. Grantee agrees to maintain all records related to the award in accordance with the state's records retention schedules and shall make such records available to Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

2.10 Grantee agrees to provide the Board with access to and the right to review or audit any and all such records pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 2 CFR 200.337. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion relating to such documents. Grantee further agrees to keep said records in a manner to facilitate such reviews and audits.

2.11 If at any time by audit or other review, it is determined that any part of Grantee's Project costs were not eligible for reimbursement, Grantee agrees to immediately repay the ineligible portion of funds to the Board.

2.12 Grantee certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and Ohio Civil Rights Law.

2.13 Grantee agrees to use to forms of agreement as provided by the Board and in consultation with the Board's legal counsel.

2.14 The Grantee agrees not to sue the Board for any action, error, or omission of any consultant, design professional or contractor, whether general contractor or construction manager at risk, engaged to design or construct the Project.

### ARTICLE III COMPENSATION

3.1 Grantee shall submit to the Board, or its representative, for review and approval requests for disbursement detailing expenditures incurred by Grantee, and all such payment requests under this Sec. 3.1 must be submitted by Grantee in accordance with the invoicing instructions included in **EXHIBIT B**, the sufficiency of which is at the sole discretion of the Board or its representative. In all instances, the Board's compensation to the Grantee under this Agreement will not exceed FIVE MILLION, TWO HUNDRED FOUR THOUSAND, FIVE HUNDRED THIRTY-SIX Dollars (\$5,204,536.00) ("**Total Payment**"), which such amount represents the Board's full and complete payment for the Project completed hereunder. To the extent the Board engages a design professional in order to expedite the Project, the payments made by the Board to the Design Professional will reduce the Total Payment due to the Grantee by the total amount of the payments made by the Board to the Design Professional. Payment dates set forth herein may be amended or set, as the case may be, upon written agreement between the Parties in the form of an amendment or addendum to this Agreement, provided, however, that all payments shall be made prior to October 31, 2026. The Board's liability under this Agreement shall be limited to the amount of the Total Payment.

3.2 If applicable, all invoices with respect to the Project will be paid by the Board within thirty (30) days of submittal so long as the Board has received the respective portion of the Program Award from the State of Ohio. If the Board disputes any portion of the invoices and delays in paying a portion pending resolution of the disputed amount, the undisputed amount requested for payment will be paid by the Board in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such dispute, unless instructed otherwise in writing by the Board, the Grantee shall continue to complete the Project, and the Board shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The Board and the Grantee agree that, during the term of this Agreement, the Grantee shall be responsible for all its own business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and

description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Board shall issue a 1099 for all monies paid to the Grantee, as applicable.

3.4 The Parties acknowledge and agree the Grantee's Project is eligible for payment of a portion of the Program Award under this Agreement by the Board. Specifically, to provide government services, pursuant to 31 CFR 35.6(d)(2).

3.5 For Grantee's with capacity to administer its award and project, the Board will provide one-percent of award for Administrative Costs.

#### ARTICLE IV CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party. Further, this Agreement is subject to annual appropriation by the Board pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate.

4.2 The Board may terminate this Agreement in whole or in part, with cause, at any time by notice to the Grantee. Upon receipt of such notice, the Grantee shall, unless the notice directs otherwise, immediately discontinue work related to the Application and placing of orders for materials, facilities, and supplies in connection with the performance of their obligations under this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the Board or, at the option of the Board, give the Board the right to assume those obligations directly, including all benefits to be derived therefrom. The Grantee shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. In no event shall the payment due hereunder exceed the Total Payment under this Agreement. Under no circumstances is the Grantee entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by Board's termination pursuant to this Section 4.2.

#### ARTICLE V NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Grantee:

City of Hillsboro  
130 N. High St.  
Hillsboro, Ohio 45133  
Attn. of: Brianne Abbott  
email: [babbott@hillsboroohio.net](mailto:babbott@hillsboroohio.net)

Notices to the Board:

Ross County Board of Commissioners  
2 North Paint Street, Suite H  
Chillicothe, Ohio 45601  
Attn. of: Devon Shoemaker, AICP  
email: [devonshoemaker@rosscountyohio.gov](mailto:devonshoemaker@rosscountyohio.gov)

with a copy to:

Bricker Graydon LLP  
312 Walnut Street, Suite 1800  
Cincinnati, Ohio 45202-4152  
Attn. of: Benjamin B. Hyden, Esq.  
Email: [bhyden@brickergraydon.com](mailto:bhyden@brickergraydon.com)

## ARTICLE VI ENTIRE AGREEMENT

6.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Grantee and the Board and supersedes any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Grantee and the Board, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together are to constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement. Neither Party shall transfer or assign this Agreement without advanced written notice to the other Party.

## ARTICLE VII GOVERNING LAW

7.1 This Agreement is to be construed in accordance with the laws of the United States and the State of Ohio.

ARTICLE VIII  
INDEMNIFICATION

8.1 To the extent allowable by law, the Grantee shall protect, indemnify, and save the Board harmless from and against any damage, cost, or liability resulting from claims for any or all injuries to persons or damage to property, arising from intentional, willful or negligent acts or omissions, or any breaches of any of the obligations or covenants set forth in this Agreement, of the Grantee, its officers, employees, agents, or subcontractors. In case any claim is at any time made, or action or proceeding is brought, against the Board in respect of which indemnity may be sought under this Agreement, the Board will give prompt written notice of that action or proceeding to the Grantee, and the Grantee, upon receipt of that notice will have the right, but not the obligation, to assume the defense of the action or proceeding. The Board agrees to lend the Grantee such assistance as the Grantee will reasonably request in defense of any claim, demand, action or proceeding.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

BOARD OF COMMISSIONERS OF  
ROSS COUNTY,  
STATE OF OHIO

CITY OF HILLSBORO, HIGHLAND  
COUNTY, STATE OF OHIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ross County Prosecutor



## **EXHIBIT A**

Grantee's Application for Appalachian Community Grant Program

Link to Application:

[https://drive.google.com/drive/folders/1JjwLq8pk1o4JrZfadQP7sf\\_xKpqI2mJo?usp=sharing](https://drive.google.com/drive/folders/1JjwLq8pk1o4JrZfadQP7sf_xKpqI2mJo?usp=sharing)

## **EXHIBIT B**

# **APPALACHIAN COMMUNITY GRANT PROGRAM INVOICE CHECKLIST AND REFERENCE**

### **Payment of Grant Funds:**

Grantee shall submit to Grantor for review and approval requests for disbursement detailing expenditures incurred by the Grantee in accordance with the Project budget included in Article III COMPENSATION. Subsequent disbursements may be withheld by Grantor if previous disbursements have not been expended or proof of expenditure of disbursed Grant Funds has not been supported by contracts, invoices, vouchers, paid receipts or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantor shall be the sole judge of the adequacy of documentation of funds.

### **INVOICE COVER SHEET AND CHECKLIST:**

All invoices must be submitted on agency letterhead and include the following information:

- Invoice Number
- Date
- Requestor Information
- Project Name
- Vendor Name
- Description of Activity
- Amount
- Support Documentation

Example:

Agency Name		INVOICE
Requestor Name Street Address City, ST ZIP Code Phone   Email		INVOICE # Invoice No DATE Enter date
TO Devon Shoemaker Ross County Planning & Development 15 N. Paint Street, Suite 200 Chillicothe, Ohio 45601 740.702.3008 Ext. 3		PROJECT NAME: Project Name
Vendor Name	Description	Amount
	Enter description 1	Enter amount
	Enter description 2	Enter amount
	Enter description 3	Enter amount
	Enter description 4	Enter amount
	Enter description 5	Enter amount
	Enter description 6	Enter amount
	Enter description 7	Enter amount
	Enter description 8	Enter amount
	Enter description 9	Enter amount
	Enter description 10	Enter amount
	Enter description 11	Enter amount
	Enter description 12	Enter amount
	Enter description 13	Enter amount
	Enter description 14	Enter amount
	Enter description 15	Enter amount
	Enter description 16	Enter amount
	Enter description 17	Enter amount
		Enter total amount

Make all checks payable to Agency Name  
If you have any questions concerning this invoice, contact Name | Phone | Email

## **INVOICE REVIEW CHECKLIST:**

- Invoices must be legible.
- Validate the time period of the services performed within the contract begin date and contract end date.
- Ensure invoice items have not been previously billed or paid, given the time period for which services were performed. Verify invoice numbers and make sure it is not a duplicate or previously submitted.
- Ensure the balance on the activity description remains to pay the invoice.
- Check the math.
- Ensure backup documentation is adequate and complete.
- Include vendor's invoice, proof of payment if possible, and additional supporting documentation as needed.
- If other sources of funding are being used to pay the invoice, please break down for ACGP funds requested and list other sources used to pay the invoice.
- Travel will be reimbursed per <https://www.gsa.gov/travel/plan-book/per-diem-rates>
- Adequate documentation for payroll and administrative costs.