

**RESOLUTION APPROVING SOLID WASTE DISTRICT GRANT AGREEMENT WITH THE COMMUNITY IMPROVEMENT CORPORATION OF GENEVA FOR RECYCLING ACTIVITIES**

WHEREAS, Jake Brand, Director of the Community Services and Planning Department, has presented an agreement for the approval of the Board, to-wit:

**Parties:** Solid Waste Management District, 25 West Jefferson St., Jefferson, OH 44047  
Community Improvement Corporation of Geneva, 44 N. Forest St., Geneva, Oh 44041

**Project:** 2020 Community Grant Tire collection event in Geneva Township

**Cost:** Not to Exceed, \$14,700.00

**Term:** to be completed January 31, 2021

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreement outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-2SW**

**March 16, 2021**

**RESOLUTION APPROVING SOLID WASTE DISTRICT COMMUNITY GRANT  
AGREEMENT WITH COMMUNITY IMPROVEMENT CORPORATION OF GENEVA  
FOR RECYCLING ACTIVITIES**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



---

Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## 2020 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and Community Improvement Corporation of Geneva, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$14,700.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee up to the sum of \$14,700.00, for the purposes of implementing a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement. This award will be dispersed on a reimbursement basis after all necessary obligations stated in this contract are met.

The Grantee shall provide documentation that a match of twenty-five percent (25%) of the total amount of the grant award was provided unless otherwise specified. The match will include at least ten percent (10%) cash and up to fifteen percent (15%) in-kind services. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall create a separate account for grant funds received through this Agreement and for cash donations received for its recycling and/or yard waste program.

The Grantee shall use this award only for items included in the approved budget. The Grantee shall obtain written approval from the District to revise the approved detail budget, Appendix A, attached to this agreement. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. If attached, Appendix B will outline the payment of grant funds. If Appendix B is not attached, the Grantee shall obtain 85% of the grant funds awarded within 30 days of the contract signing date. The remaining 15% will be held back until all reporting requirements have been completed and documentation of appropriate grant expenditures have been verified by the District. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This agreement may not be modified or altered except in writing, signed by both parties. This agreement shall be interpreted in accordance with the laws of the State of Ohio. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Ashtabula County

Court of Common Pleas. In the event of such litigation, each party shall be responsible for their own costs.

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations.

The Grantee shall file quarterly recycling/composting/waste reduction/buy recycled reports with the District on forms provided by the District until grant activities are completed and final payment is made. Reports will be due on the following dates: April 30<sup>th</sup> for activities in January through March; July 31<sup>st</sup> for activities in April through June; October 31<sup>st</sup> for activities in July through September; and January 31<sup>st</sup> for activities in October through December.

The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

Either party may terminate this agreement by giving the other party thirty days notice in writing. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 14<sup>th</sup> day of March, 2021.

Rose Hawkins  
Witness

**Ashtabula County  
Solid Waste Management District**

[Signature]  
[Signature]  
[Signature]

Approved as to legal form:

Colleen M. O'Toole

Colleen M. O'Toole, Esq.  
Ashtabula County Prosecutor

**Community Improvement  
Corporation of Geneva**

[Signature]

**FISCAL OFFICER'S CERTIFICATE**


5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-800; not to exceed \$14,700.00

**Agreement Title:** Community Improvement Corporation of Geneva Grant

**Between:** Community Improvement Corporation of Geneva and Ashtabula County Solid Waste Management District



---

**David Thomas**  
Ashtabula County Auditor

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

3/9/21