

RECORD OF ORDINANCES

Ordinance No. 2024-88

Passed DECEMBER 4, 2024

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE MOGADORE HISTORICAL SOCIETY FOR A GRANT IN AN AMOUNT NOT TO EXCEED \$3,000.00 PER YEAR FOR THREE YEARS, A TOTAL GRANT AMOUNT NOT TO EXCEED \$9,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the Mogadore Historical Society has experienced increases in property and casualty insurance and other insurance costs and expenses in recent years; and

WHEREAS, due to such increased insurance costs and expenses, the Village desires to assist the Mogadore Historical Society with an annual grant in an amount not to exceed \$3,000.00 per year for three years, a total grant amount not to exceed \$9,000.00; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to enter into a grant agreement with the Mogadore Historical Society to provide for the aforementioned grant.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor and all other Village officials are hereby authorized to do all things necessary to enter into a grant agreement with the Mogadore Historical Society for an annual grant in an amount not to exceed \$3,000.00 per year for three years, a total not to exceed \$9,000.00.

SECTION 2: The Mayor is further authorized to sign any and all documents and/or agreements on behalf of the Village as may be necessary and appropriate for the undertaking of the same.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately providing the grant funds to the Mogadore Historical Society that it may timely pay its insurance-related expenses, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

RECORD OF ORDINANCES

Ordinance No. 2024-88

Passed DECEMBER 4, 2024

Barbara Va Pike 12.4.24
President Pro-Temp Date

Rich K 12-4-24
Mayor Date

Attest:

Sotker
Clerk-Treasurer

GRANT AGREEMENT
between the
VILLAGE OF MOGADORE, OHIO
and the
MOGADORE HISTORICAL SOCIETY

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the Village of Mogadore, Ohio (the “Village”), an Ohio municipality organized under the laws of the State of Ohio and its Charter with its principal place of business located at 135 S Cleveland Avenue, Mogadore, Ohio 44260, and the Mogadore Historical Society (the “Grantee”), an Ohio non-profit corporation, with its principal place of business located at 87 S. Cleveland Avenue, Mogadore, Ohio 44260.

WITNESSETH:

WHEREAS, the Mogadore Historical Society has experienced increases in property and casualty insurance and other related insurance costs and expenses in recent years; and

WHEREAS, in order to assist with the increased insurance costs and expenses, the Village desires to provide the Mogadore Historical Society with an annual grant in an amount not to exceed Three Thousand Dollars (\$3,000.00) per year for three (3) years, with a total grant amount not to exceed Nine Thousand Dollars (\$9,000.00); and

WHEREAS, through Resolution No. 2024-88, adopted by the Village Council on December 4, 2024, the Mayor of the Village is authorized to enter into this Grant Agreement with Grantee to effectuate the grant in an amount not to exceed Three Thousand Dollars (\$3,000.00) per year for three (3) years, with a total grant amount not to exceed Nine Thousand Dollars (\$9,000.00) (the “Grant”); and

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 GRANT; PAYMENT; PURPOSE.

The Village agrees to pay to Grantee the Grant subject to the terms of this Grant Agreement and Grantee agrees that the Grant shall be used solely for insurance costs and expenses. No later than January 31, 2025, the Village shall make available for pickup at the Mogadore Village Hall, a check made out to the Grantee in an amount not to exceed Three Thousand Dollars (\$3,000.00). Thereafter, the Village shall issue a check

and make the same available to the Grantee for pickup at Village Hall in an amount not to exceed Three Thousand Dollars (\$3,000.00) no later than December 31, 2025 and December 31, 2026, for a total amount not to Nine Thousand Dollars (\$9,000.00) in total.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the Grantee, at its convenience, the Village has the right to terminate the Grant in whole or part; demand the immediate repayment of all grant money received by the Grantee from the Village pursuant to this Grant Agreement; temporarily withhold cash payments pending correction of any deficiency by the Grantee; disallow all or part of the activity not in compliance; and take all other actions available under Ohio law.

SECTION 3 DISSOLUTION.

If for any reason, the Grantee is ever dissolved, all grant monies disbursed to it by the Village remaining in the Grantee's possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement shall be returned to the Village.

SECTION 4 NON-DISCRIMINATION.

The Grantee, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 ACCOUNTABILITY FOR GRANT PROPERTY.

The Grantee must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. The Grant must be only used for the purpose authorized in this Grant Agreement.

SECTION 6 REPORTS AND RECORDS.

The Grantee agrees to maintain and provide to the Village upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the Village and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the Village to enable it to comply with local, state, and

federal statutes and regulations.

- The Grantee shall maintain all records related to this Grant Agreement for 3 years after the Village makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the Grantee shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information. Such report shall be in the form required by the Village.
- Final report of grant closeout.

The Village shall have the right of access to any pertinent book, document, paper or other records of the Grantee which are pertinent to grant in order to make audits or examinations.

SECTION 7 VILLAGE ORDINANCES.

The Grantee agrees to and shall abide by the terms and conditions of the Codified Ordinances of the Village of Mogadore, as amended, which are hereby incorporated in this Grant Agreement as if fully rewritten.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The Grantee agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 9 HOLD HARMLESS

Grantee shall hold harmless, defend and indemnify the Village from any and all claims, actions, suits, losses and judgments (including reasonable attorney's fees and court costs) whatsoever that arise out of Grantee's performance or nonperformance of the subject matter called for in this Grant Agreement. Nothing herein shall be construed to make the Grantee liable for the negligence of the Village.

SECTION 10 INDEPENDENT CONTRACTOR.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to its performance under this Grant Agreement.

SECTION 11 SUCCESSORS AND ASSIGNMENT.

The Village and Grantee each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the Village nor the Grantee shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 12 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 13 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the County of Summit Court of Common Pleas.

SECTION 14 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 15 PUBLIC RECOGNITION AND SUPPORT.

The Grant Agreement shall recognize the Village on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the Village shall be included on any and all mailing distributions.

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The parties hereunto have caused this Grant Agreement to be executed on the date of the last signature below.

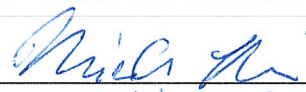
GRANTEE:

VILLAGE:

MOGADORE HISTORICAL SOCIETY

VILLAGE OF MOGADORE

By: 
Name: CYRIL BAUER
Its: TREASURER
Date: 11 DEC 2024

By: 
Name: Michael A. Rick
Its: Mayor
Date: 1/14/25