

RESOLUTION NO. 23-878

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT WITH THE BOARD OF COUNTY
COMMISSIONERS, HAMILTON COUNTY OHIO
FOR SMALL EVENT GRANT PROGRAM FUNDS**

WHEREAS: the Hamilton County ("County") Board of County Commissioners has created the Small Event Grant Program whereby municipalities can apply for funds to support smaller, community-focused events; and

WHEREAS: the Village of Silverton desires to hold its annual summer festival, the Taste of Silverton ("Taste") on Saturday, June 10, 2023; and

WHEREAS: Small Event Program Funds are available through the County to help offset the costs of hosting community-focused events; and

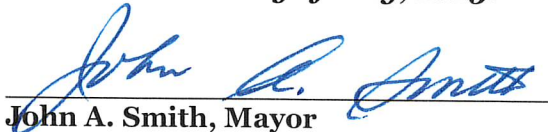
WHEREAS: the County approved the Village of Silverton's application for funds for the Taste and was awarded \$11,000; and

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Silverton, that:

SECTION I. The Village Manager is authorized to enter into a contract with the Board of County Commissioners to receive \$11,000 in Hamilton County Small Event Program grant funds to help support the 2023 Taste of Silverton.

SECTION II. This Resolution shall take effect and be in force from and after its passage and approval.

Passed this 18th day of May, 2023.


John A. Smith, Mayor

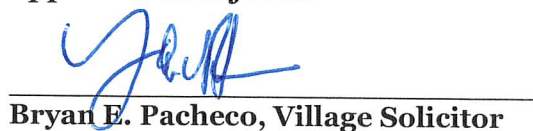
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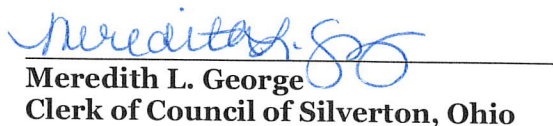

Jack Cameron, Village Manager

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Resolution No. 23-878 has been duly made by posting true copies in five (5) of the most public places in said municipality, as determined by Council as follows: 1) Tamworth Circle & Plainfield Road; 2) Parkview Lane at Railroad; 3) Blue Ash Road & Plainfield Road; 4) Silverton Municipal Building; and 5) Silverton Playfield Entrance & Montgomery Road. Said posting was for a period of fifteen days commencing May 22, 2023.

Approved as to form:


Bryan E. Pacheco, Village Solicitor


Meredith L. George
Clerk of Council of Silverton, Ohio

**Funding Agreement Between the Board of County Commissioners,
Hamilton County Ohio and the Village of Silverton to Administer a 2023 Small Event
Grant**

This Funding Agreement (the "Agreement") is entered into on _____ day of _____, 2023 by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and the Village of Silverton ("Grantee").

WHEREAS, pursuant to ORC 307.07, County established an Office of Economic Development and appointed the County Administrator as its director; and

WHEREAS, pursuant to ORC 307.64, County and Office of Economic Development established, as part of the 2023 General Fund Budget, the Small Event Grant Program to promote economic development in suburban communities through the support of smaller, community-focused events in Hamilton County; and

WHEREAS, entities applied for funds to implement and host events with costs including equipment rentals, entertainment and performers, marketing and promotion, security and insurance, permits and licenses, and other expenses eligible for grant funds; and

WHEREAS, the Grantee submitted an application for the Taste of Silverton to be held on June 10, 2023 located on Plainfield Road between Montgomery Road and South Avenue (the "Event") that will include expenses directly related to the Event, including those further described in Exhibit A (the "Event Grant Budget") attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, The Taste of Silverton is expected to generate 2,000 visitors, include five new local vendors given its new location, and showcase Silverton's business district; and

WHEREAS, the Grantee agrees to expend the funds solely upon the expenses, costs, and fees, direct and indirect, of the Event for 2023.

In consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **Term:** The Grant Term shall commence as of the Effective Date and extend through December 31, 2023 (the "Grant Term") unless the term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.
2. **Grant Amount and Uses:** Subject to the terms of this Agreement, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the amount of Eleven Thousand Dollars (\$11,000) (the "Grant Funds"). The Grant Funds are awarded to the Grantee exclusively for the expenses outlined in the Event Grant Budget. Expenditures of Grant Funds shall adhere to the breakdown of individual Event Grant Budget line items and may differ up to ten percent for any individual line item subject to approval by the County. Any differentiation

beyond ten percent will require a written amendment to this Agreement. Any other use of Grant Funds without prior written approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the County upon a financial audit.

3. **Disbursement:** Upon execution of this Agreement, the County will disburse the Grant Funds on a reimbursement basis. The Grantee shall invoice the County for Grant Funds and provide documentation on corresponding expenditures in a format acceptable to the County. The County shall deliver such funds to the Grantee within 30 days of receipt of invoice and accepted expenditure documentation, including, but not limited to, invoices and proof of payment. The Grantee shall not submit invoices more frequently than monthly.
4. **Promotion of County Partnership:** Grantee shall ensure the County's brand is conspicuously recognized in advance of the Event, within promotional materials, and during the Event through various means.
5. **Records of Grant Funds and Access:** The Grantee shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the Grant Funds consistent with cash basis accounting principles. The Grantee shall keep and preserve all Records for at least three (3) years following the expiration of this Agreement. The County or the County's designated representative, at the County's cost and expense, shall have the right to audit the Records at any time but shall not unreasonably interfere with the Grantee's operations in connection with any such audit.

Grantee agrees to adhere to accounting principles and procedures required by federal law. Grantee further agrees to utilize adequate internal controls, and to adhere to required accounting principles and procedures.
6. **Reporting:** The County reserves the right to require the submission of additional reporting as it relates to the activities and expenses related to the Grant Funds. Such documentation may include, but is not limited to, reports, spreadsheets and databases whether in electronic or paper form, attendance, and other economic outcomes from the Event. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Grant Funds as from time to time may be reasonably requested.
7. **Unused Grant Funds:** Grant Funds not expended by the completion of the Grant Term shall be returned to the County within sixty (60) days.
8. **Adherence to State, Local and Federal Laws, Regulations:** The Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the expenditure of the Grant Funds and the completion of the Project.

- 9. Responsibility for Own Acts.** Except as otherwise provided under applicable law and without waiving or reducing any immunities provided thereby, each party shall be solely responsible for its negligent acts or omissions in the performance of its activities under this Agreement and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that this section is only a statement setting forth the limited responsibility of each party solely for its own acts of judicially determined negligence or willful malfeasance, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party. Neither party, by this Agreement, shall assume any liability or obligation of the other party.
- 10. Insurance Requirements:** During the term of this Agreement and for such additional time as may be required, Grantee shall provide, pay for, and maintain in full force and effect the insurance outlined in Exhibit B attached hereto and incorporated herein by reference.
- 11. Termination:** This Agreement may be terminated by the mutual written agreement of the parties; or by either party upon thirty (30) days written notice to the other in the event of a party's substantial failure to perform in accordance with the terms of this Agreement. Expenditures incurred prior to termination shall be submitted and reimbursed in accordance with the terms of this Agreement.
- 12. Enforcement of Agreement:** The validity, terms, performance and enforcement of this Grant Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio. Grantee hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Cincinnati, Ohio for any action, suit or proceeding arising out of or relating to this Grant Agreement and the transactions contemplated hereby.
- 13. Miscellaneous:** This Grant Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this grant.

Signature Page Follows

The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

Name

Date
Title
Village of Silverton
Approved as to form: Jack Bryan E. Pacheco Village Justice 5/18/23

Jeffrey W. Aluotto
Hamilton County Administrator
On behalf of Hamilton County Board of County Commissioners

Date

Approved as to form:

DocuSigned by:
Michael Florez
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Assistant Prosecuting Attorney
5/17/2023

Date

Exhibit A
Event Grant Budget

Budget Item	Grant Amount
Entertainment	\$2,500
Equipment Rental	\$6,000
Security	\$2,500
Total	\$11,000

Exhibit B
Insurance Requirements

Grantee shall procure and maintain for the duration of the Event insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees. The Grantee shall bear the cost of all insurance. Insurance shall be purchased from insurers authorized to provide insurance in Ohio with an A. M. Best rating of no less than A: VII.

Insurance coverage shall be at least as broad as:

- **Commercial General Liability** insurance policy with coverage contained in Insurance Services Office Form CG 00 01 on an "occurrence" basis, including products and completed operations, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit (or \$4,000,000). Coverage will include:
 1. Additional insured endorsement
 2. Contractual liability
 3. Broad form property damage
 4. Severability of interests
 5. Personal injury
 6. Joint venture as named insured (if applicable)
 7. Waiver of Subrogation
- **Auto liability** insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles.
- **Workers' Compensation** insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if Grantee provides written verification that it has no employees)

- **Umbrella or Excess Policy** - The Grantee may use Umbrella or Excess Policies to provide the liability limits required in this Agreement. Use of Umbrella or Excess policies are acceptable provided they are written on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance, and other coverages required herein, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions (SIRs), additional insureds, indemnity, and defense requirements. No insurance policies

maintained by the Additional Insureds shall be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

Grantee further agrees with the following provisions:

- *Additional Insured Status* - Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers will be endorsed as additional insureds on the commercial general, business auto, and employer liability policies. An endorsement specifying "Hamilton County Ohio Board of County Commissioners and their employees, officials, agents, and volunteers" will be attached to the Certificate of Insurance sent to the Hamilton County Risk Manager.

- *Certificate Holder* – The Certificate Holder shall be listed as:

Board of County Commissioners
Hamilton County, Ohio
138 E. Court Street
Attn: Risk Management, Room 707
Cincinnati, Ohio 45202

- *Waiver of Subrogation* - Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County Ohio Board of County Commissioners. The Grantee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. However, this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurers. In addition, the Grantee will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- *Primary Coverage* – For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers. Any insurance or self-insurance maintained by the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
- *Self-insured Retentions* - must be declared to and approved by the Hamilton County Risk Manager. The Risk Manager may require the Grantee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- The Grantee and the Hamilton County Ohio Board of County Commissioners agree to cooperate, participate fully and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance

of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

- *Verification of Coverage* - Grantee shall furnish the Hamilton County Risk Manager with original certificates of insurance and all required amendatory endorsements effecting coverage required by this clause before work begins. All insurance information required by this clause must be submitted electronically at:

Risk Manager
Hamilton County Ohio
COI@Hamilton-co.org

Each certificate of insurance must identify the contract or solicitation number and project or service name in the "Description of Operations" of the Acord 25 Form.

- Hamilton County, Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- *Notice of Cancellation* - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except when thirty (30) days prior notice, including reasoning, has been given to the Hamilton County Risk Manager by email at COI@Hamilton-co.org.
- Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
- If any or all of the work or services contemplated by this contract is sublet, the Consultant will ensure the subcontractor(s) comply with all insurance requirements contained therein.