

GOVERNMENT PARTNERSHIP FUNDING PROGRAM
GRANT AGREEMENT

This agreement is made between
Licking Park District, PO Box 590, 4309 Lancaster Rd., Granville, OH 43023

and

Insert Name, Address

_____ (hereinafter “Grantee”) has submitted a Grant Application to the Licking Park District (hereinafter “LPD”). Grantee has met the requirements and has been approved by the LPD as eligible to receive this grant. Grantee will undertake the following with funding from this grant.

Name of Project: _____

The parties therefore agree as follows:

1. **AWARD.** Upon receipt of an invoice and tangible proof of eligible costs paid by the Grantee, LPD agrees to reimburse Grantee up to 50% of Grantee’s costs, in an amount not to exceed \$_____. In-kind project labor, volunteer labor, donated materials, donated professional services, other grants, etc., may not be used as part of the matching funds.
2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties under this agreement in compliance with the terms, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Application, which is incorporated herein as Exhibit A. Grantee will promptly submit reports to the LPD as may be requested.
3. **NOTICE.** All notices and communications required shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledgement in writing; 2) sent by US Certified mail, return receipt requested, postage prepaid; or 3) sent by email. Notices sent via email shall be effectively given only upon acknowledgement of receipt by the receiving party.

Contacts:	Grantee:	Insert Name & Title
		Insert Address
		Insert Address

Insert Phone Number
Insert Email Address

Licking Park District:

Kyle Lund, Director
PO Box 590
4309 Lancaster Road
Granville, OH 43023
740-587-2535 Office
director@lickingparkdistrict.com

4. **PERIOD OF PERFORMANCE.** Implementation of the project will not commence until this Agreement is effective. The Agreement shall be effective as of the date on which it is signed by an authorized representative of the LPD. This project will be completed by _____, unless modified by the mutual, written consent of both parties before that date. The period between the Effective Date and the Completion Date shall be referred to as the "Project Period".
5. **COMPLIANCE WITH LPD PROCEDURES.** LPD and Grantee mutually agree to perform this Agreement in accordance to the policies and procedures set forth in the Grant Application. Failure to comply with or show sufficient progress in complying with the policies and procedures may result in termination of this agreement. LPD may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if LPD determines that Grantee has failed to comply with the Agreement. Grantee will be notified in writing of such findings and given reasons for this action.
6. **NO RESTRICTIONS OF RECORD.** Grantee warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Application. The Grantee represents that it is the fee simple owner of the property, or has a lease with a term longer than (15) years beyond the anticipated date of the closeout on the Project.
7. **USE OF PROPERTY.** Grantee agrees to operate, maintain and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement. The property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of LPD. Should Grantee convert the Property without the approval of LPD, Grantee may become ineligible for further grant funding through LPD.

8. **MAINTENANCE OF PROPERTY.** The property will be operated and maintained to be safe and inviting to the public. All property on the premises will be kept in reasonable repair.
9. **BIDDING.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law. Grantee shall employ an open and competitive process in the selection of its contractors.
10. **REPORTS AND RECORDS.** Grantee will keep and make all reports associated with the Project funder under this Agreement available to LPD for a period of not less than (15) years, after the termination date.
11. **TERMINATION BY LPD.** Any time after the signing of this Agreement, LPD may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee.
12. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notice to LPD. Upon Grantee's termination, Grantee shall repay LPD for all funds transferred under this agreement.
13. **WORKER'S COMPENSATION.** Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement. LPD is hereby released from any and all liability for injury received by the Grantee, its employees, agents or contractors while performing work set forth in the Agreement.
14. **LAWS.** Grantee agrees to comply with all applicable federal, state and local laws, regulations and ordinances.
15. **LIABILITY.** Grantee shall be solely responsible for any and all claims arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representation and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that LPD does not indemnify Grantee. In no event shall LPD be liable for indirect, consequential, incidental, special, liquated, or punitive damages, or lost profits.

16. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Licking County, OH.
17. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
18. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
19. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
20. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
21. **ENTIRE AGREEMENT.** This Agreement, including any attachments, contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights waived, unless specifically agreed upon by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

GRANTEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

LICKING PARK DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____