

AGREEMENT

This Grant Agreement (“Agreement”), made and entered into this ____ day of _____ 2024, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (hereinafter referred to as “Grantor”), 1980 West Broad Street, Mail Stop 3140, Columbus, Ohio 43223, and City of Springdale (hereinafter referred to as the “Grantee”), with principal offices at 11700 Springfield Pike Springdale, OH 45246. This Agreement shall have ORDC Grant Agreement Control Number 2024-30.

NOW, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

Article 1. PROJECT DESCRIPTION:

The Project pursuant to this Agreement is attached as Exhibit A:

Grantee will remove existing seventy-five feet (75’) of orphan ran that crosses through Centron Place, approximately two hundred and seventy feet (270’) north of Progress Place within the City of Springdale municipal limits. This crossing is also identified as crossing #155109V, BE17.30 according to CSX Railroad. The scope of work includes the removal steel railroad tracks imbedded within a concrete paved section of the road. Concrete curbs will be added to connect to existing concrete curbs at the same grade to continue to allow water to flow properly. Aggregate stone base will be added and compacted to ODOT specifications before the Asphalt pavement section will be placed on top of the compacted base. Once complete, the new section will be striped to match the existing roadway section, the non-paved areas will be graded, seeded, and straw mulched to complete the project.

The work described above shall hereinafter be referred to as the PROJECT. Any work not included in the PROJECT will be ineligible for reimbursement. Grantor reserves the right to approve minor variations in scope based upon actual work completed.

Article 2. PREVAILING WAGE:

State prevailing wage requirements do apply to this project.

Article 3. COMPETITIVE BIDDING:

Grantee agrees to pursue the PROJECT in a manner that is cost effective for both the Grantee and Grantor. If the PROJECT work is to be performed by contract, the Grantee shall secure the contract for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) contractors. The bid documents and the contractor bids must be promptly supplied to the Grantor by the Grantee. If the PROJECT work is to be performed by employees of the Grantee, the Grantee shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be promptly provided to the Grantor by the Grantee.

Only Ohio Department of Transportation (“ODOT”) prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bidding, at

the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement.

Article 4. GRANT SUM/METHOD OF PAYMENT:

Section 4.01 The Grantor hereby grants up to a maximum of \$28,245.00 (the “Funds”) to the Grantee for the sole and express purpose of undertaking the PROJECT. Grantor will not be responsible for any payment to the Grantee beyond the Funds.

Section 4.02 The Funds granted pursuant to this Agreement shall be used for obligations incurred in the performance of the Agreement and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this Agreement or the total amount of the Funds exceed the eligible costs of the PROJECT, the Funds improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement.

Section 4.03 The Grantee shall submit up to five invoices to the Grantor for costs incurred for PROJECT work completed. The final invoice shall be in an amount which is equal to or greater than 20% of the Funds. The final invoice shall not be submitted until 100% of all work on the PROJECT is completed. The invoice shall substantiate, to the satisfaction of the Grantor, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the Grantor. The Grantor shall not pay the Grantee for any work that is not part of the PROJECT. To facilitate Grantor’s final inspection, all materials installed must be marked in such a way to be easily identifiable by the Grantor, and the Grantee’s final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the Grantor. In addition, prior to the Grantor’s approval of any invoice, the Grantee shall provide evidence satisfactory to the Grantor that demonstrates that all contractors who are to be paid from the Grantor’s Funds are fully compliant with Ohio Bureau of Workers Compensation requirements. Grantor reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to Grantor.

Section 4.04 Payment shall be made within forty-five (45) days from the date of Grantor’s approval of Grantee’s invoice. The Grantor shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, Grantor shall immediately provide Grantee with a notice and opportunity to correct any deficiency or error.

Article 5. TERM OF AGREEMENT/SUSPENSION/TERMINATION:

All financial obligations of the Grantor under this Agreement shall expire on December 31, 2025 and the PROJECT shall also be completed by December 31, 2025, or extended by agreement of the parties.

Grantor Termination: The Grantor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the Grantee. The Grantor shall provide the Grantee thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the Grantor determines that substantial noncompliance cannot be corrected within a reasonable

time, then the Grantor may immediately terminate this Agreement.

Suspension of Funding by the Grantor: The Grantor shall have the right to suspend funding of the PROJECT authorized under this Agreement at any time in the event of any material breach or default by Grantee, and for so long as the Grantee fails substantially to comply with material terms and conditions of this Agreement.

Article 6. PROJECT INSPECTION:

Section 6.01 The Grantee shall allow, upon reasonable notice, the inspection of and access to, the PROJECT to the Grantor.

Section 6.02 The Grantee shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to Alyssa Krutulis, Grants Administrator of the Ohio Rail Development Commission, at 1980 West Broad Street, Mail Stop 3140, Second Floor, Columbus, Ohio 43223, Telephone Number (614)466-7102 or e-mail at Alyssa.Krutulis@dot.ohio.gov. The Grantee shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date on which the work on the PROJECT was completed.

Article 7. MAINTENANCE AND REPAIR REQUIREMENT:

After completion of the PROJECT and in accordance with applicable provisions of the ORC, the Grantee shall maintain the PROJECT to the design standards selected under Section 9.01 below and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by the Grantor. The PROJECT must remain under the ownership and authority of the Grantee for 20 years, unless otherwise agreed to by the Grantor. If the PROJECT is not being maintained according to this section, the Grantor shall notify the Grantee of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, the Grantor may determine that the Grantee is no longer eligible for future participation in any State-funded programs.

Article 8. NOTICES:

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

If to the Grantee:

Public Works Department
City of Springdale
11700 Springfield Pk
Springdale, OH 45246

If to the Grantor:

Ohio Rail Development Commission
1980 West Broad Street, Second Floor
Mail Stop 3140
Columbus, Ohio 43223
Attention: Grants Administrator

Article 9. MISCELLANEOUS CLAUSES:

Section 9.01 The Grantee shall design and construct the PROJECT in accordance with a recognized set of written design standards. The Grantee shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate American Association of State Highway and Transportation (AASHTO) publication). Even though the Grantee may use its own standards, the Grantor may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the Grantee has adopted ODOT standards for the PROJECT, the Grantee shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The Grantee shall be responsible for monitoring <https://www.transportation.ohio.gov/working/publications> for changes, in accordance with the revision and update schedule published on that site.

Section 9.02 The Grantee shall either designate an employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the Grantee's principal representative for attending to PROJECT responsibilities. or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at <https://www.transportation.ohio.gov/working/engineering/consultant-services/prequal-info>.

Section 9.03 RECORDS, ACCESS AND MAINTENANCE

The Grantee agrees to maintain records concerning the PROJECT as described in this Agreement for a period of three (3) years after the final inspection of the PROJECT by Grantor. Further, in order to demonstrate the public benefits of the PROJECT Grantor may request that Grantee provide information related to the PROJECT including but not limited to, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information. The Grantee shall provide this information to the Grantor within 30 days of the Grantor's request so long as the request is made within three (3) years of the date of the final Grantor's inspection of the project. The Grantee further agrees that records required by the Grantor with respect to any questioned costs, audit disallowance, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the PROJECT, the Grantee shall, at its own cost and expense, segregate all such records related to the PROJECT from its other records of operation.

Section 9.04 REPRESENTATIONS AND WARRANTIES

- (a) The Grantee warrants and represents the following:
 - (i) Grantee has the power and authority to enter into this Agreement; and
 - (ii) Grantee has the authority to carry out its obligations under this Agreement; and
 - (iii) No personnel of the Grantee, any subcontractor of the Grantee, nor to the Grantee's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or

involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, considering the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

- (b) The Grantor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

Section 9.05 ENVIRONMENTAL PROTECTION:

The Grantee represents and warrants that no facility or equipment shall be acquired, constructed, or improved as a part of this Agreement unless the facility or equipment is equipped to limit water and air pollution in accordance with all applicable state and federal standards.

The Grantee agrees to expend granted Funds and to conduct the PROJECT in compliance with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), and all regulations issued there under.

The Grantee represents and warrants that no facilities to be utilized or improved as part of this PROJECT are listed on the Environmental Protection Agency's List of Violating Facilities.

The Grantee represents that it will notify the Grantor within one (1) business day of receiving any communication from the Environmental Protection Agency indicating that any facility to be utilized or improved as part of the PROJECT is under consideration to be listed on the Environmental Protection Agency's List of Violating Facilities.

No publicly owned land from a public park, recreation area, or wildlife and water fowl refuge of national, state, or local significance as determined by the official having jurisdiction thereof, or any land from a historic site of national, state, or local significance as determined by the official may be used for the PROJECT without the advance written authorization of the Grantor.

Section 9.06 INSURANCE, INDEMNIFICATION AND RELEASE:

This Agreement is without force and effect until such time that the Grantee demonstrates to the satisfaction of the Grantor that it has liability insurance coverage; i.e. bodily and property insurance coverage, in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per each individual claim in regard to the operation of rail service at the PROJECT. The Grantee shall provide to the Grantor, within thirty (30) days of the effective date of this Agreement, evidence of such coverage.

Grantee shall be responsible, where legally liable, and to the extent of its available insurance limits coverage, for any and all detriment, damage, claims, losses, demands, suits, costs or

expenses including attorneys' fees and other legal expenses. However, the Grantee reserves its rights to assert any and all legal defenses and immunities.

Section 9.07 UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE:

In the event that the Grantee cannot meet any or all of the obligations placed upon it by the terms of this Agreement, (1) the Grantee shall immediately notify the Grantor in writing, and (2) the Grantor may, at its sole discretion, make reasonable efforts to assist the Grantee in meeting its obligations under the Agreement. If the Grantee is unable to comply with its obligations under this Agreement for a period no less than thirty (30) days, the Grantee may seek modification in accordance with the procedures set forth in this Agreement, including but not limited to, the extension of the term of this Agreement. Such extension shall be within the sole discretion of the Grantor unless outside of the Grantee's control.

Section 9.08 CONTINGENCIES:

It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on any party until all statutory provisions of the ORC, including but not limited to §§ 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to § 127.16 of the ORC.

Section 9.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS:

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

Also, if the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to ORC § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC § 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Further, during the performance of this Agreement, the Grantee, for itself, its assignees, and successors in interest, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- (c) Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- (e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- (h) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (j) Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

During the performance of this Agreement, the Grantee for itself, its assignees and successors in

interest further agrees as follows:

- (k) **Compliance with Regulations:** The Grantee (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (l) **Non-discrimination:** The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (m) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- (n) **Information and Reports:** The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Director or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to the Grantor or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (o) **Sanctions for Noncompliance:** In the event of the Grantee’s noncompliance with the Nondiscrimination provisions of this Agreement, Grantor will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (i) withholding payments to the Grantee under the Agreement until the Grantee complies; and/or
 - (ii) cancelling, terminating, or suspending the Agreement, in whole or in part.
- (p) **Incorporation of Provisions:** The Grantee will include the provisions of paragraphs (k) through (p) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as Grantor or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Grantee may request Grantor to enter into any litigation to protect the interests of the Grantor. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

Section 9.10 OUTSTANDING LIABILITIES:

The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the “State”) or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 9.11 GRANTOR DISCLAIMER:

The Grantor shall not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of Funds for the performance of this Agreement. However, this Section 9.11 does not in any way negate the Grantee’s responsibilities to repay the NLV of the PROJECT described in **Error! Reference source not found.**

Section 9.12 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain solely as imposed by law.

Section 9.13 DISPUTE RESOLUTION:

In the event the Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the Grantor. After review and consultation with the Grantee, the Grantor shall decide the matter. If the dispute cannot be resolved, and the Grantee has failed to comply materially with the terms and conditions of this Agreement, then procedures for suspension and/or termination may be instituted as provided for under this Agreement, or this matter may be submitted to a court of competent jurisdiction for final determination.

Section 9.14 BUY OHIO PROVISION; OFFSHORE OUTSOURCING PROVISION:

- (a) The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Agreement.
- (b) The Contractor/Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement.

Notwithstanding any other terms of this Agreement, the Grantor reserves the right to recover any funds paid for services the Grantee performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

Section 9.15 EQUAL EMPLOYMENT OPPORTUNITY:

In performing this Agreement, the Grantee shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

Section 9.16 REMEDIES:

No remedy herein conferred or reserved by the Grantor is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

Section 9.17 NO WAIVER:

No delay or omission to exercise any right or option accruing to Grantor upon any breach by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the Grantor. Further, if any term, provision, covenant or condition contained in this Agreement is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.18 CONSTRUCTION:

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Section 9.19 FORUM AND VENUE:

All actions regarding this Agreement shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

Section 9.20 SEVERABILITY:

Whenever possible, each provision of this Agreement shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

Section 9.21 ENTIRE AGREEMENT:

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Section 9.22 CAPTIONS:

The captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

Section 9.23 ASSIGNMENT:

Neither this Agreement, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the Grantor, which shall not be unreasonably withheld. In the event the Grantor approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the respective successors and assigns.

Section 9.24 AMENDMENTS OR MODIFICATIONS:

Any party may at any time during the term of this Agreement request amendment or modification. Requests for amendment or modification of this Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

Section 9.25 EFFECTIVE DATE:

This Agreement shall become effective on _____, 2024, which will be termed the "effective date."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GRANTEE:

City of Springdale

John J. Jones
City Administrator

DATE:_____

GRANTOR:

STATE OF OHIO
OHIO RAIL DEVELOPMENT COMMISSION

Matthew Dietrich,
Executive Director

Date: