

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A GRANT AGREEMENT FOR A NATUREWORKS GRANT FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR CONSTRUCTION OF A PLAYGROUND ON THE VILLAGE HALL PROPERTY;
AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes through the State of Ohio NatureWorks Grant Program; and

WHEREAS, the NatureWorks Grant Program provides reimbursement grants up to seventy-five percent (75%) of the project cost; and

WHEREAS, the Village has previously applied to the Ohio Department of Natural Resources for a grant through the NatureWorks Grant Program to construct a playground on the Village Hall property; and

WHEREAS, the Village has been awarded a NatureWorks Grant, pending execution of the grant agreement; and

WHEREAS, this Council desires to authorize the Mayor and the Finance Director to enter into a grant agreement with the State of Ohio, through the Ohio Department of Natural Resources, for the NatureWorks Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That this Council authorizes the Mayor and the Finance Director to enter into a grant agreement with the State of Ohio, Department of Natural Resources in order to receive a grant through the NatureWorks Grant Program, under substantially the same terms as those set forth in the NatureWorks Local Grant Program State/Local Project Agreement attached hereto as "Exhibit A" and incorporated fully herein.

SECTION 2. That a Special Revenue Fund shall be established, pursuant to Ohio Revised Code Section 5709.09, for the receipt and accounting of said grant funds.

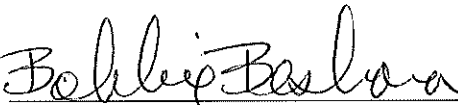
SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to receive the funding at the earliest possible time so that the public improvement project to be funded with the grant funds can be completed at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-18-14



President of Council



Mayor

Dated: 3/18/14

ATTEST:



Clerk of Council

**NATUREWORKS LOCAL GRANT PROGRAM
STATE/LOCAL PROJECT AGREEMENT**

The State of Ohio, represented by the Ohio Department of Natural Resources (ODNR), and the **Village of Richfield** (hereinafter referred to as the Local Agency, grantee, recipient) agree to provide an outdoor recreation improvement project as follows:

Town Hall Park Rock Garden

SUMM - 049

- A. The Local Agency agrees to Install Play Structures in Town Hall Park

The Local Agency signatory to this NatureWorks State/Local Project Agreement agrees to complete this project on or before December 31, 2015.

The State of Ohio may, at any time after execution of this Agreement, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the Local Agency shall be paid a pro rata amount for services rendered up to the time of termination.

The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

This agreement will terminate June 30, 2015, at which time the Ohio Department of Natural Resources may unilaterally renew this agreement, subject to appropriation and renewal of funds by the State of Ohio. This agreement shall be valid and enforceable only if in the event this agreement extends in time beyond the current biennium, funds are appropriated and the Director of the Office of Budget and Management certifies, pursuant to Ohio Revised Code Section 126.07, that there is a balance in the appropriation not previously obligated to pay existing obligations.

The Local Agency agrees to (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; and shall secure compliance with all applicable federal, state and local laws and regulations; (2) promptly submit to the State of Ohio, such reports and documents as the Ohio Department of Natural Resources may request; (3) report any and all income gained on the property or facilities during the project period; (4) operate, maintain, and keep for public recreation the property or facilities acquired or developed pursuant to this agreement, and refrain from conversion unless a proposed change is approved by the State of Ohio; (5) the Local Agency shall establish a separate special account for the funds for the acquisition and/or development of the property. The State reserves the right to audit this special account, either during or after completion of the Project; and (6) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund assistance.

- B. The State of Ohio hereby agrees to (1) obligate the Local Agency funding assistance not to exceed **\$51,348.00** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill 790, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Local Agency in performing this agreement, reimburse the Local Agency funds equal to no more than seventy-five percent of such eligible costs.
- C. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.
- D. The State of Ohio and the Local Agency mutually agree to perform this agreement in accordance with the policies and procedures set forth by the Ohio Department of Natural Resources, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement. In the event of termination all unused funds shall be retained by the State.
- E. The Local Agency affirmatively represents and warrants to the State that neither it nor any of its contractors are subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Local Agency agrees that if this representation and warranty is deemed to be false, the Contract shall be void ab initio as between the parties to this contract, and any funds paid by State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
- F. Ethics. The Local Agency by signature on this document certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Local Agency understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- G. The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.

- H. The parties agree that the Local Agency shall be solely responsible for any and all claims, demands, or causes of action arising from the Local Agency's obligations under this agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. The Local Agency for itself and for any permitted Assignee further will indemnify and hold the State of Ohio and its officers, agents and employees against any expenses (including attorney fees) and losses resulting from the [publication of the content of the advertisements(s), including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism. It is specifically understood and agreed that the State of Ohio does not indemnify the Local Agency. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the State of Ohio be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
- I. Property acquired or developed with assistance from the NatureWorks Program will be retained and used for public recreation purposes. The property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. Use of the property and/or facilities will not be changed from that approved when NatureWorks assistance was obtained without prior written approval from ODNR.
- J. The property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- K. Any new facility constructed on an area purchased or developed with NatureWorks funds will, whenever possible, be designed to accommodate people with disabilities. The facility will be made available to all persons regardless of race, color, religion, sex, national origin, military status, disability, age or familial status. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on a NatureWorks assisted area, regardless of the funding source for the improvement.
- L. The Local Agency agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Local Agency shall make a good faith effort to ensure that all Local Agency employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- M. The Local Agency affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- N. User fees charged for facilities acquired or developed with NatureWorks funds will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the project site will be returned to the public in the form of expanded facilities or services at the funded site.
- O. All new or replacement utility lines on land purchased or developed with NatureWorks assistance will be placed underground.
- P. Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, military status, disability, age or familial status.
- Q. The Local Agency will cause work on the project to be commenced within a reasonable time after the execution of this State/Local Project Agreement and assure that the project will be prosecuted to completion with reasonable diligence.
- R. The Local Agency will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17). The Local Agency will be responsible to ensure compliance with these specifications by the contractor.
- S. The Local Agency will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and O.R.C. Section 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for property to be developed with assistance under the project agreement.
- T. The Grantee certifies that it is an Ohio county, municipality or other political subdivision for the purposes of the application of Rev. Code Chapter 145. The State will not make contributions to the public employees' retirement system on behalf of any of the individuals employed by the Grantee, or its sub-contractors or other agents.
- U. The Local Agency shall follow all applicable laws in determining if the project must be competitively bid. And, if competitive bidding for the project is not required by law, to the extent reasonable possible as determined by the Local Agency, the Local Agency shall employ an open and competitive process in the selection of its contractors.

- V. Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by the Department or the Local Agency, shall not be imposed.

The Local Agency shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts exceeding \$100,000. For contracts exceeding \$100,000, all of the following requirements must be met:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a commitment, such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute his contract as required within the time specified.
- b. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
- c. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

**STATE OF OHIO DEPARTMENT OF
NATURAL RESOURCES:**

Paul R. Baldrige, Chief
Office of Real Estate
As Designee For:
James Zehringer, Director

Date

**Local Agency
Village of Richfield**

By Bakleij Beshara
(Signed)
Mayor
Title

