

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE CHAGRIN RIVER WATERSHED PARTNERS, INC. FOR
THE DEVELOPMENT AND MANAGEMENT FOR THE VILLAGE
OF CHAGRIN FALLS RIVER STREAMBANK STABILIZATION
AND RIPARIAN RESTORATION PROJECT AND DECLARING AN
EMERGENCY.**

WHEREAS, the Village of Chagrin Falls has been award a Grant from the Ohio Environmental Protection Agency for the Chagrin Falls River streambank stabilization and riparian restoration within the Village of Chagrin Falls ("Project"); and

WHEREAS, the Chagrin River Watershed Partners, Inc. ("CRWP") has agreed to provide development and management for the Project; and

WHEREAS, CRWP requires, in order to provide services for the Project, that an agreement be entered into with CRWP.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:

SECTION 1. That the Mayor be and hereby is authorized and directed to enter into an Agreement with CRWP in order to provide development and management for the Project in accordance with the terms and conditions set forth in the CRWP Agreement attached hereto and made a part hereof as Exhibit "A" ("Agreement").

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance must be effective immediately so that the Village may obtain the services of the CRWP to assist in the development and management of the Grant to be issued by the Ohio Environmental Protection Agency and in order to provide

for streambank stabilization and riparian restoration at the earliest possible date; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: July 10, 2017



Karl Maersch, Council President

Submitted to the Mayor for
his approval on this

11 day of July, 2017

Approved by the Mayor this

11 day of July, 2017



Mayor William Tomko

I hereby certify that Ordinance No. 2017- 42 was duly enacted on the 10 day of July, 2017, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

EXHIBIT "A"

CONTRACT AGREEMENT

Chagrin Falls Village's Chagrin River Streambank Stabilization and Riparian Restoration Project

Chagrin Falls Village Project Contact, Address & Telephone:

Ben Himes, Village Administrator, 21 W. Washington St. Chagrin Falls, Ohio 44022 (440) 247-5050

CRWP Project Contact, Address & Telephone:

Christina Znidarsic, Senior Watershed Manager, PO Box 229 Willoughby, Ohio 44096 (440) 975-3870

Contract Period:

June 1, 2017 – July 31, 2020

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and Chagrin Falls Village (hereafter referred to as the Village) regarding bid proposal development and management for the Village's Chagrin River Streambank Stabilization and Riparian Restoration Project (hereafter referred to as the Project), and the administration of the Ohio Environmental Protection Agency (hereafter referred to as Ohio EPA) Section 319(h) Nonpoint Source Program Grant Application for the Project.

The parties to this contract hereby recognize the following background to this contract:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities to address current, and minimize new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. CRWP's work under this contract includes additional services beyond the scope of standard member services for the Village, and services performed as part of the Village's grant agreement with Ohio EPA.
3. The Village is a member in good standing of CRWP.

4. The Village has acquired a Section 319(h) grant for the Project from the Ohio EPA, and will establish a signed grant agreement with Ohio EPA for the Project in 2017.
5. The Project includes the restoration of a portion of the Chagrin River in the Beaver Creek-Chagrin River subwatershed.

SECTION B: VILLAGE COMMITMENTS

Under this contract, the Village agrees to the following:

1. Utilize CRWP for the grant administration, education and outreach, subcontract, and development and management of a bid proposal associated with the Project.
2. Include CRWP in meetings and presentations related to the project, and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Review CRWP documents associated with the Project and ensure they meet the requirements of the Village.
4. Track and document any necessary Village information towards the Project and provide information to CRWP upon request.

SECTION C: CRWP COMMITMENTS

Under this contract, CRWP agrees to the following:

1. Develop and release a bid proposal for the Project, in accordance with the Village's procurement standards.
2. Management of the Project and bid proposal process prior to finalization of grant agreement between the Village and Ohio EPA.
3. Upon finalization of grant agreement, CRWP will administer the 319 grant through report preparation with information provided by the Village. CRWP will be responsible for reports

including but not limited to preparation of semi-annual technical reports, quarterly fiscal reports, the closing final report, and the closing technical report required by the grant.

4. Upon finalization of grant agreement, CRWP will conduct education and outreach for the Project in partnership with the Village, including producing an educational factsheet, providing a Project summary presentation at a CRWP Board of Trustees meeting, inclusion of the Project in CRWP's Annual Report, conducting one tour of the Project site, developing a press release for the Project, and developing two website pages for the Project.
5. Review bid and construction documents associated with the Project to ensure restoration practices are approved by Ohio EPA.
6. Perform its obligations under this contract on a timely basis and as necessary to enable the Village to perform its obligations in the grant award agreement .

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. Each party must comply with all laws and is responsible for all effects or actions resulting from its performance under this contract.
2. CRWP shall complete all reimbursable activities and submit written request for reimbursement within the contract period as detailed below.

SECTION E: PAYMENTS

1. The Village hereby offers funding of \$1,000 for CRWP to complete the services as detailed above in Section C, parts 1, 2 and 6 for the Project. The funding will be available to CRWP as a lump sum reimbursable upon completion of the specified services.
2. Upon finalization of the grant agreement, the Village hereby offers funding of \$8,000 for CRWP to complete the services as detailed above in Section C, parts 3, 4, 5, and 6 for the Project. This funding will be available to CRWP as a quarterly reimbursement as grant reports are completed by CRWP.
3. In order to receive payment, CRWP must file an invoice for staff time spent on activities related to completion of this contract. CRWP will maintain timecards of all staff time in accordance with grant procedures.
4. Eligible costs under this contract may include CRWP staff time undertaken within the contract period.

5. Upon submission of CRWP invoice(s) for staff time spent on activities related to completion of this contract the Village will release payment.

SECTION F: GENERAL TERMS AND CONDITIONS

1. The Village and CRWP may modify this contract by mutual written agreement after approval by the Council for the Village.
2. All documents supported in whole or in part by Ohio EPA funding under this contract shall acknowledge that financial assistance was provided by the Ohio EPA as follows:

"This product or publication was financed in part or totally through a grant from the Ohio Environmental Protection Agency and the United States Environmental Protection Agency, under the provisions of Section 319(h) of the Clean Water Act. The contents and views, including any options, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to any U.S. EPA or Ohio EPA peer or administrative review and may not necessarily reflect the views of either Agency, and no official endorsement should be inferred."

3. If Village and/or CRWP fail to carry out terms of the contract, CRWP or the Village may terminate this contract or determine that such failure does not warrant termination. In either case, CRWP may require the Village to reimburse for any work performed up until the termination of the contract.
4. CRWP or the Village may terminate this contract, in whole or in part, without liability, if either party determines that continued operation of this contract will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
5. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
6. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

SECTION G: CONTRACT EFFECTIVE DATE

This contract is effective when signed by the Village and CRWP. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual agreement between the parties. In the event that a statute is enacted during the period of this contract that would materially change the

terms and conditions of this contract, CRWP or the Village may require the other party to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The Village acknowledges receipt of this contract from CRWP and agrees to its terms and conditions.

Heather Elmer Date 6/30/2017

Heather Elmer, Executive Director

Chagrin River Watershed Partners, Inc.

William Tomko Date 7/11/2017

William Tomko, Mayor

Chagrin Falls Village