



AGENDA

Chagrin Falls Village Council

Monday

July 24, 2023

7:30 PM

| Village Hall | 21 W. Washington Street | 440-247-5050

This is a public meeting and all are welcome to attend. In-person meetings are held in Council Chambers at Village Hall.

Members of the public wishing to speak to agenda items must advise the Clerk of Council of their intent to do so by noon on the day of the Council Meeting.

1. Moment of Silence/Pledge of Allegiance
2. Roll Call and Action Concerning Absentees
3. Reading and Disposal of Minutes *June 26, 2023, July 10, 2023
4. Administrative Reports
 - a. Mayor William Tomko
 - b. Finance Director Angela Gerye
 - c. Law Director Dale Markowitz
 - d. Chief Admin. Officer Robert Jamieson
 - e. Engineer Tim Lannon
 - f. Police Chief Amber Dacek
 - g. Fire Chief Frank Zugan
5. Council Reports
 - a. Committee Reports and Approval of Minutes
 1. Admin & Comp Gutierrez
 2. Facilities & Services Rockey
 3. Finance Rogoff
 4. Safety Drum
 5. Streets & Sidewalks Grube
 6. Utilities Corkran
 - b. Commission Reports
 1. Arts DeBernardo
 2. BZA Rockey
 3. Cemetery Grube
 4. Grove Hill Rogoff
 5. Merchant Liaison DeBernardo
 6. Parks Drum
 7. Planning & Zoning Rogoff
 8. Shade Tree Rockey
6. Presentation to Council None
7. Public Hearing None
8. Members of the Public to Speak to Agenda Items (not to exceed 5 minutes per speaker)

9. Legislative Docket: Disposition of legislation, including any public hearings on legislation

a. **Ordinance No. 2023-37**

(Donation Policy)

AN ORDINANCE OF THE VILLAGE OF CHAGRIN FALLS TO ESTABLISH A DONATION POLICY.

- Introduced by: Rogoff (Finance)
- 3rd Reading (07/24/23), 2nd Reading (07/10/23), 1st Reading (06/26/23)

b. **Ordinance No. 2023-43**

(Amending Appropriations)

AN ORDINANCE AMENDING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF CHAGRIN FALLS FOR THE YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.

- Introduced by: Rogoff (Finance)
- 1st Reading (07/24/23)

c. **Ordinance No. 2023-44**

(Grant Agreement with Cuyahoga County for Wastewater Treatment Plant Phase II)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD AGREEMENT WITH CUYAHOGA COUNTY TO PROVIDE PARTIAL FUNDING FOR THE WASTE WATER TREATMENT PLANT PHASE II IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

- Introduced by: Corkran (Utilities)
- 1st Reading (07/24/23)

10. Members of the Public to Speak to Any Matter (not to exceed 5 minutes per speaker)

11. Miscellaneous

12. Adjournment Time

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

4482

**AN ORDINANCE
OF THE VILLAGE OF CHAGRIN FALLS TO ESTABLISH
A DONATION POLICY.**

WHEREAS, the Council desires to establish policies regarding donations offered to the Village, in order for the donors and Village officials to be able to determine when and the circumstances under which donations will be approved and received by the Village.

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

Section 1. The Council for the Village of Chagrin Falls does hereby adopt a Donation Policy as more fully set forth in the policy attached hereto and made a part hereof as **Exhibit "A"**.

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 shall take effect and be in force after the earliest period allowed by law.

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

PASSED: July 24, 2023

Angie DeBernardo, Council President

Submitted to the Mayor for
his approval on this

25th day of July, 2023

Approved by the Mayor

Mayor William Tomko

I hereby certify that Ordinance No. 2023-37 was duly enacted on the 24th day of July, 2023, 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.

Angela Gergye, Clerk of Council

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

EXHIBIT “A”

DONATION POLICY

I. PURPOSE.

This Donation Policy applies to all solicited and unsolicited donations to the Village of Chagrin Falls (“Village”). This policy and the guidelines shall govern the acceptance of gifts by the Village and provide guidance to prospective donors when making a gift to the Village.

II. DEFINITIONS.

- (A) Donation: a contribution made to the Village without expectation of goods, services or significant benefit or recognition in return. Donations may be in the form of cash or in-kind contributions of products, services, investment securities, land with or without buildings and structures located thereon, or any combination thereof. A Donation may be unrestricted, where the donor has placed no limitation on its use, or restricted, where the donor has restricted its use to a specified purpose. Donations that, if accepted, would obligate the Village to enter into a service, procurement, or similar arrangement with a Donor, (but not including Donation Agreements where no service, procurement or similar arrangement must be incurred), shall not be considered a Donation. Grants to the Village from a local, county, state or federal agency are not subject to this policy.
- (B) Donation Agreement: An agreement between the Village and the Donor that details any restrictions on a Donation as well as the respective obligations of the Donor and the Village.
- (C) Donor: Any organization or individual who provides the Village with a Donation.
- (D) Established Fundraising: Donations extended to recurrent annual events, in-kind donations associated with annual events, or donations for the maintenance and upkeep of donated materials by the original donor, such as, but not limited to, Memorial Day events, preplanned programs, and similar programs previously approved by Council.
- (E) Fundraising: Any activity conducted with the intent of generating Donations to the Village. Fundraising activities may include, but are not limited to, promoting an endowment program, program adoption or pledge drives, and contacting individuals, companies, foundations, or other entities with a request for a Donation to the Village.
- (F) Restricted Donation. A Donation that can only be used by the Village for a special purpose specified by the Donor, or a Donation specifically designated for a particular purpose, use, or location.
- (G) Supported Fundraising: Any Fundraising that has the support or approval of the Village, as evidenced by legislative approval enacted by the Village Council.

III. GENERAL PROVISIONS.

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

- (1) The Village welcomes unrestricted Donations as well as Restricted Donations that enhance Village services, reduce costs that the Village would incur in the absence of the Donation, or that otherwise provide a benefit to the Village.
- (2) The Village may decline any Donation without comment or cause.
- (3) Prior to starting any fundraising on behalf of the Village, or prior to starting any Supported Fundraising, as defined in Section II (G), of this Policy, Village Council approval shall first be required.
- (4) Before any Fundraising plan for a Supported Fundraising is approved by the Village, the proponents of the Fundraising plan shall submit a proposed Fundraising plan providing the information requested on the Fundraising Plan form approved by the Chief Administrative Officer of the Village.
- (5) The Council President shall refer any Donation requests that require approval by the Village, or any proposed Supported Fundraising to the appropriate Council committee(s) to review the proposed Donation or Fundraising.
- (6) Donors shall not expect, nor shall the Village grant, any extra consideration to the Donor in relation to Village procurement, regulatory matters, or any other business, services, or operations of the Village.
- (7) Village Council Members, the Mayor, or any Village Commissioner, Board Member, employee, or volunteer shall not solicit Donations in excess of Five Hundred Dollars (\$500.00) in money or in-kind services for any Supported Fundraising unless the Council for the Village of Chagrin Falls has approved a Fundraising plan for the Supported Fundraising.
- (8) Donations must be directly related to providing goods or services to the public or for another valid public purpose.

IV. GUIDELINES FOR CONSIDERING WHETHER TO RECEIVE RESTRICTED AND UNRESTRICTED DONATIONS.

In determining whether to accept a Donation, the Chief Administrative Officer, or Village Council, as the case may be, shall consider the following criteria:

- (1) Is the Donation permitted under applicable ethics laws, rules, and regulations.
- (2) Does a Restricted Donation conflict with Village priorities, policies, programs, or ordinances.
- (3) Does the Donation in any way invoke future consideration, influence, or perceive to influence the day-to-day operations of the Village.
- (4) Does the Donation require long term maintenance and will the Village be able to fund any future maintenance, repair or replacement associated with the purchase, acquisition, or construction of a facility or program.
- (5) Is the Donation financially feasible based on the cost of the proposed Donation or project implementation, including installation and ongoing maintenance.

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

- (6) Does the Donation create any public safety or security issues or a potential danger to public health and safety.

V. ACCEPTANCE OF REAL ESTATE DONATIONS.

- (1) Gifts of real estate may include developed or undeveloped property or gifts subject to a life interest or reversionary right. Whenever Donations are made of non-residential property, a Phase I Environmental Assessment shall be required, and the results of the Phase I Assessment must first be approved by the Village Law Director. In addition, the Village Council shall approve all Donations of real estate and in the case of non-residential property, shall approve the environmental condition of the property before the Donation will be accepted. The cost of any environmental impact assessment shall be paid for by the Donor.
- (2) The Village shall obtain a Title Insurance Commitment the cost of which shall be determined between the Donor and the Village. The Village Law Director shall approve the condition of title before a Donation of real property will be accepted. The Donor must provide the Village with all available documents related to the condition of the property upon written request of the Village before a Donation of real property will be accepted.
- (3) In considering whether to accept a Donation of real property, the Village Council shall consider the following criteria:
 - (a) Is the property free from adverse environmental conditions.
 - (b) Is the property marketable and is the title acceptable to the Law Director.
 - (c) Does the Village have a use for the real property and is it accessible and useable by Village residents or the Village government.
 - (d) Are there any restrictions, reservations, easements, or other limitations associated with the use or sale of the property.
 - (e) Are there any carrying costs associated with the property other than insurance, such as storage fees, liens, mortgages, or other carrying costs.
 - (f) The Village may accept royalties from oil, gas, and other mineral interests when the gift is separated from ownership of the real property. The right to receive the royalties shall not include liabilities or other considerations that make receiving the gift inappropriate.
 - (g) The donated property cannot negatively affect public access or Village Services.
 - (h) Is the property located within the Village, or any area outside the Village that is serviced by a Village supplied sewer and/or water service.

VI. PROCEDURES.

- (1) The Village Chief Administrative Officer may accept or reject unrestricted Donations of \$10,000 or less in cash. The Village Council shall approve or reject Donations of cash of more than \$10,000 in accordance with the guidelines set forth in this Donation Policy. The Chief Administrative Officer and Council may decline any Donation which in their discretion does not comply with this Donation Policy. Any Donation

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

declined by the Chief Administrative Officer may be appealed to the Village Council for reconsideration.

- (2) The Village Council will determine appropriate recognition for a Donation at the time the Donation is accepted, taking into consideration the nature and value of the Donation. The name of a Donor, but no company logos, trademarks or the like, may be permitted on a sign, flyer or other materials related to the program or activity supported by the Donations. The agreed upon form of recognition shall be identified in the Donor receipt or in any Donation Agreement that only the Village Council shall approve when reviewing whether to accept or decline a Donation.
- (3) Established Fundraising for existing Village Donation programs shall not require Village Council approval unless in the opinion of the Chief Administrative Officer and/or Village Council the methods or targets of the Fundraising change in a material way.

VII. PROHIBITIONS.

- (1) No Village employee shall receive under any pretense, or seek, ask, or share in any fee, reward or other reimbursement or gratuity for the performance of official duties.
- (2) This prohibition shall apply equally to the receipt or solicitation by the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, or grandchild.
- (3) Whenever any gift, gratuity or Donation is offered to a Village employee and the Village employee cannot determine if acceptance would be prohibited or permitted, the employee shall submit the proposal through their Department Head to the Chief Administrative Officer who may consult with the Village Law Director. The proposal must include a description of the gift, the name of the Donor, when the gift will be received, and an explanation of the proposed disposition of the gift. The decision of the Chief Administrative Officer as to whether the gift is permitted or prohibited shall be final. Approval from the Village Council shall be required whenever any gift is offered to a Department Head, the Chief Administrative officer, or an elected official.
- (4) The prohibitions above shall not apply to solicitation or acceptance of anything of value from an existing friend or relative unrelated to any employee duties or Village business and based on a pre-existing personal or family relationship.

VIII. MISCELLANEOUS.

- (1) This Donation Policy shall not be construed to create any right for an individual or organization to make a Donation to the Village or to make a public improvement on Village property.
- (2) The Village reserves the right to deny any Donation if, upon review, acceptance of the Donation is determined to be not in the best interest of the Village.

ORDINANCE 2023-37
INTRODUCED BY: ROGOFF

- (3) The Village, in accepting any Donation, shall not be obligated to maintain, repair, or replace any program, facility or service created, maintained, or enhanced by the Donation.
- (4) The Village will not stipulate the value of any property donated to the Village and it shall be the obligation of the Donor to determine such value for tax purposes. The Village will file IRS Form 8282, or its future equivalent, in the event of future sale or exchange of donated real property made within three (3) years from the date of the gift for any property that the Village determines to have a value of \$5,000 or more, or such other requirements hereafter established by the U.S. Congress in amending the Internal Revenue Code.

ORDINANCE 2023-43
INTRODUCED BY: ROGOFF

4488

**AN ORDINANCE
AMENDING APPROPRIATIONS FOR THE CURRENT
EXPENSES AND OTHER EXPENDITURES OF THE
VILLAGE OF CHAGRIN FALLS FOR THE YEAR ENDING
DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5705.40 provides that any appropriation ordinance may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority and making an original appropriation; and

WHEREAS, the Village has determined that it is necessary to appropriate funds for a veteran memorial monument in Evergreen Cemetery, which was not contemplated when the original appropriations for calendar year 2023 were enacted by Ordinance 2023-06;

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

Section 1. That the sum of Seven Thousand Four Hundred Dollars (\$7,400.00) of unspent funds be appropriated within the Cemetery Trust Fund Account (account number B149G), in order to acquire a Veteran's Memorial Monument to be placed in Evergreen Hill Cemetery in the Village of Chagrin Falls.

Section 2. That the Director of Finance is hereby authorized and directed to draw funds from the Village depository for any portion of the amount within the above-named amended appropriation whenever claims are presented and properly approved by the Chief Administrative Officer.

Section 3. 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 4. 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.

ORDINANCE 2023-43
INTRODUCED BY: ROGOFF

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that this Ordinance needs to take immediate effect in order to have a source of funds for payment of any amount for the Veteran's Memorial Monument that must be paid in 2023; 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 and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: _____, 2023

Angela DeBernardo, Council President

Submitted to the Mayor for
his approval on this

__ day of __, 2023

Approved by the Mayor

Mayor William Tomko

I hereby certify that Ordinance No. 2023-43 was duly enacted on the __ day of __, 2023, 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.

Angela Gergye, Clerk of Council

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

4489

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD
AGREEMENT WITH CUYAHOGA COUNTY TO PROVIDE PARTIAL
FUNDING FOR THE WASTE WATER TREATMENT PLANT PHASE II
IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Chagrin Falls requested funding from Cuyahoga County (“County”) for the Waste Water Treatment Plant Phase II Improvement Project (“Project”); and

WHEREAS, pursuant to County Council approval, the County will award an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the “Award”) to the Village to support the Project as more fully described in the Project Award Agreement attached hereto and made a part hereof as **Exhibit “A”**; and

WHEREAS, the County requires the Village to enter into the Project Award Agreement attached hereto and made a part hereof as **Exhibit “A”** and the Council for the Village desires to enter into the Project Award Agreement with the County in the Project Award Agreement form presented to the Council to receive the Award to cover a portion of the costs of the Project.

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

Section 1. The Council of the Village of Chagrin Falls finds and determines that it is in the best interest of the Village to accept the Award in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Project and authorizes and directs the Mayor to enter into the Project Award Agreement substantially in accordance with the terms and conditions set forth in the Project Award Agreement attached hereto as **Exhibit “A”** and made a part hereof, and to accept the Award funds.

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. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

Village and for the further reason that it is necessary for this Ordinance to go into immediate effect in order to be able to obtain the Award as soon as possible to cover a portion of the costs of the Project which has already been approved for installation by the Council for the Village of Chagrin Falls; 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 and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: ____, 2023

Angie DeBernardo, Council President

Submitted to the Mayor for
his approval on this

___ day of ___ 2023

Approved by the Mayor

Mayor William Tomko

I hereby certify that Ordinance No. 2023-44 was duly enacted on the ___ day of _____ 2023, 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.

Angela Gergye, Clerk of Council

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

EXHIBIT “A”

PROJECT AWARD AGREEMENT BETWEEN
VILLAGE OF CHAGRIN FALLS AND CUYAHOGA COUNTY

THIS PROJECT AWARD AGREEMENT (“Agreement”) is made and entered into as of the date signed by the Cuyahoga County Executive (“Effective Date”) by and between the County of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the “County”) and the Village of Chagrin Falls, (“Recipient”), a body corporate and politic and a political subdivision of the State of Ohio, having a principal place of business at 21 W. Washington Street, Chagrin Falls, Ohio 44022.

RECITALS

WHEREAS, Recipient has requested funding from the ARPA Community Grant Fund for the Wastewater Treatment Plant Improvements Project, Phase 2, in Chagrin Falls, Ohio (“Project”); and

WHEREAS, pursuant to County Council Approval, the County will award an amount not to exceed \$250,000.00 (the “Award”) to Recipient to support the Project, as more fully described in Exhibit 1;

WHEREAS, the County and Recipient desire to enter into this Agreement to govern their respective obligations with respect to the Award for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **ACCURACY OF RECITALS; DEFINED TERMS**

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement.

2. **CONFIRMATION OF AWARD**

Recipient has requested, and the County has awarded Recipient, an award in an amount not to exceed \$250,000.00 to be disbursed to Recipient in one disbursement. If the Project has more than one funding source, the Award shall be disbursed to Recipient upon the receipt by Recipient of all other funding sources.

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

3. CONDITIONS

The obligations of the County under this Agreement are subject to the satisfaction of the following condition, which condition may only be waived by the County (in the County's sole discretion and in writing), for whose sole benefit such conditions exist:

- A) Recipient agrees its Award shall not be used to pay for costs outside of those listed on Exhibit 1.

4. REPORTING REQUIREMENTS

Recipient shall provide annual reports to the County of the status of the Project and provide detailed documentation of all expenditures made from the Award as of the date of the submission of the annual report. The report shall be due one year from the date of the disbursement of funds from the County to the Recipient or upon completion of the Project whichever is earlier.

The County reserves the right to request additional reports pertaining to the Project. It is the responsibility of Recipient to furnish the County with reports as requested.

Failure to provide reports, maintain documentation, and/or provide any additional reporting requested by the County may result in the declaration of an Event of Default as outlined in Section 8 of this Agreement.

5. INDEMNIFICATION

The Parties acknowledge that as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Parties agree that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend another party.

6. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the County is a political subdivision of the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and Recipient and any and all documents in any format or media.

7. REPRESENTATIONS

Recipient represents and warrants:

- A. It has full power and authority to execute, deliver, and perform this Agreement and its obligations; and
- B. The execution, delivery, and performance by Recipient under this Agreement does not, and will not, violate any provision of law or any court order applicable to Recipient, and does not, and will not, conflict with or result in a default, under any agreement or instrument to

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

which Recipient is a party or by which it or any of its property or assets is or may be bound;
and

- C. This Agreement has by proper action been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligations of Recipient.

8. DEFAULT

If Recipient breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County's written notice thereof to Recipient ("Event of Default"), the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any Award funds remaining under this Agreement. In addition, the County reserves the right, upon an Event of Default, to seek recovery of any Award funds previously disbursed.

9. TERM OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Project is completed, subject to the terms of this Agreement, unless extended by written agreement of the Parties.

If at the end of the term the Recipient has not spent all of the Award on the Project, the Recipient shall return the remaining funds to the County.

10. MISCELLANEOUS

- A. This Agreement, with its exhibits, contains the Parties' entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the specific provisions to be modified.
- B. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Recipient and the County agree that state and federal courts in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and Recipient and the County consent to the exclusive jurisdiction of such courts. Recipient agrees not to challenge this provision and agrees not to attempt to file, or remove, any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.
- C. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including, but not limited to, Title IV (Ethics) and Title V (Contracts and Purchasing). The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.
- D. If any part of the Award is used for construction-related labor, Recipient agrees that wages paid to laborers and mechanics employed on the Project under contracts or subcontracts shall be paid at not less than the prevailing rates of wages for laborers and mechanics for the applicable class of work called for by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, or the Davis-

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

Bacon Act, and shall cause such wages to be paid in accordance therewith, and Recipient shall require compliance by all contractors and subcontractors of all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code, or the Davis-Bacon Act, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations, or its federal equivalent, a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.071, Ohio Revised Code, or the Davis-Bacon Act and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code, or the Davis-Bacon Act

- E. Recipient's employees may not acquire any personal interest that conflicts with Recipient's responsibilities under this Agreement. Additionally, Recipient will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under Recipient's control, if such an interest would conflict with that official's or employee's duties. Recipient will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. Recipient will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- F. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County's address for notification is:

Cuyahoga County Office of the Council
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Cynthia Mason, Research and Policy Analyst

With a copy to:

Cuyahoga County Department of Law
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Director of Law

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

Recipient's address for notification is:

Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, OH 44022
Attn: Robert Jamieson, Chief Administrative Officer

- G. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.
- H. The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.
- I. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- J. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
- K. Recipient may not assign this Agreement without the prior written consent of the County.
- L. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.
- M. Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.
- N. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.
- O. Recipient agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the completion date of the Project or final payment under this Agreement, whichever is later.
- P. Recipient agrees to cooperate with the Cuyahoga County Agency of Inspector General or the Department of Internal Audit if it is determined there should be an investigation or audit.
- Q. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

11. NON-DISCRIMINATION

Recipient agrees to provide the services hereunder without discrimination on account of gender, race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon Recipient.

12. ELECTRONIC SIGNATURE POLICY

Recipient, its officers, employees, subcontractors, agents, or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County's signatures and Recipient's signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Recipient also agrees on behalf of the aforementioned entities and persons, to be bounded by the provisions of Chapter 304 and 1306 of the Ohio Revised Code.

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

Village of Chagrin Falls, Ohio

COUNTY OF CUYAHOGA, OHIO

By: _____

By: _____

Chris Ronayne, County Executive

Its: _____

The legal form and correctness
of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio

Richard D. Manoloff, Director of Law

By: _____

Assistant Director of Law

Electronic Signature:

ORDINANCE 2023-44
INTRODUCED BY: CORKRAN

EXHIBIT 1

(Recipient's application submitted to the County requesting ARPA funding for the Project)