

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
CHAGRIN RIVER WATERSHED PARTNERS, INC. FOR RESTORING THE
RIPARIAN CORRIDOR AT WHITESBURG PARK PRESERVE, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Village has determined the need to restore the riparian stream corridor in Whitesburg Park on the Chagrin River in the Village of Chagrin (hereinafter the "Project"); and

WHEREAS, the Village has acquired a Great Lakes Restoration Initiative Grant from the USDA, Forest Service Northeastern Area, State and Private Forestry ("USFS") to be used for said Project; and

WHEREAS, the Village, based upon its operational needs and facilities, finds it necessary to enter into a formalized contract with Chagrin River Watershed Partners, Inc. ("CRWP") to assist the Village to address current, and minimize new, flooding, erosion, and water quality problems for said Project.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an contract for the reforestation of riparian stream corridor in Whitesburg Park on the Chagrin River in the Village of Chagrin Falls, Cuyahoga County, Ohio, as set forth in the attached contract. A copy of the contract is attached hereto and incorporated herein as "Exhibit A," provided that such contract shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the contract.

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. The funds necessary for the contract authorized in Section 1 of this Ordinance have been acquired from the granting of a Great Lakes Restoration Initiative Grant given by USFS to the Village of Chagrin Falls and are hereby appropriated by this Council for said Project.

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.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that the Village needs to enter into the grant agreement while funding is still available for such grants and, further, so that work may be performed in this construction season; wherefore, provided it receives the requisite number of affirmative votes 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: October 28, 2013



Council President

Submitted to the Mayor for
his approval on this
29 day of October, 2013

Approved by the Mayor
October 29, 2013



Mayor

I hereby certify that Ordinance No. 2013- 67 was duly enacted on the 28 day of October, 2013, 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



CONTRACT AGREEMENT
Restoring Riparian Corridor at Whitesburg Park Preserve

Village of Chagrin Falls Project Contact, Address & Telephone:

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

CRWP Project Contact, Address & Telephone:

Christina Znidarsic PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870

Contract Period:

October 1, 2013 – September 30, 2015

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 the administration of the USDA, Forest Service Northeastern Area, State and Private Forestry (hereafter referred to as USFS) Great Lakes Restoration Initiative grant reporting for the Restoring Riparian Corridor at Whitesburg Park Preserve project (hereafter referred to as 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. The Village has acquired a Great Lakes Restoration Initiative grant for the Project from the USFS.
3. The Village is a member in good standing of CRWP.
4. The Project includes the reforestation of riparian stream corridor in Whitesburg Park on the Chagrin River in the Village of Chagrin Falls, Cuyahoga County, Ohio.

SECTION B: VILLAGE COMMITMENTS

Under this contract, the Village agrees to the following:

1. Utilize CRWP for the grant administration, education and outreach, and project oversight and management requirements associated with the grant.
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 Village employee labor hours and in-kind match contributions towards the grant project and provide information quarterly to CRWP for Great Lakes Restoration Initiative grant reporting.



SECTION C: CRWP COMMITMENTS

Under this contract, CRWP agrees to the following:

1. Administer the Great Lakes Restoration Initiative grant, through report preparation with information provided by the Village.
2. Conduct education and outreach for the Project in partnership with the Village.
3. Conduct Project oversight and management for the riparian planting events.
4. Review documents and procedures associated with the Project to ensure they are approved by USFS.

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. The Village must comply with all laws and is responsible for all effects or actions resulting from the Village's performance under this contract.
2. This contract shall reference the requirements of the grant contract between USFS and the Village under the Great Lakes Restoration Initiative.
3. 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 \$7,000 for CRWP to complete grant administration, education and outreach, and project oversight and management as detailed above for the Project. The funding will be available to CRWP as a quarterly reimbursement.
2. 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.
3. Eligible costs under this contract may include CRWP staff time undertaken within the contract period.
4. 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 agreement.
2. All press releases or other public notices supported in whole or in part by this contract shall credit the funding program substantially as follows:
"Urban and Community Forestry Program (Great Lakes Restoration Initiative) of the U.S. Forest Service, Department of Agriculture"



3. If the 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 may require the Village to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The parties to this contract hereby agree to the terms and conditions as stated above.

Greg Studer Date 11-11-13
 Greg Studer, Board President
 Chagrin River Watershed Partners, Inc.

Thomas Brick Date 10-29-13
 Mayor Thomas Brick
 Village of Chagrin Falls

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this proposal has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the proper fund, free from a previous obligation or certification as required by law.

11/7/13
 Date

Dir. B. Ta
 Director of Finance
 Village of Chagrin Falls