

1<sup>st</sup> Reading, August 18, 2014  
2<sup>nd</sup> Reading, September 2, 2014  
3<sup>rd</sup> Reading, September 15, 2014

Sponsored / Introduced by: Mayor Britton

## RESOLUTION NO. 19 - 2014

### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR PROFESSIONAL SERVICES RELATED TO THE GROWING GREEN ON MAIN STREET PROJECT

WHEREAS, pursuant to an Ohio EPA 2014 Surface Water Improvement Grant, the Village will be undertaking the Growing Green on Main Street Project and requires professional services for administration, education and outreach, and related Project activities; and

WHEREAS, the Lake County Soil and Water Conservation District has the expertise in applicable regulatory matters and is able to provide the administrative oversight and related activities necessary for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. The Mayor is authorized to sign the contract with the Lake County Soil and Water Conservation District in an amount not to exceed five thousand dollars (\$5,000.00), said contract being attached hereto as Exhibit 1 and incorporated herein by this reference.

SECTION 2. That 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 any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution shall take effect at the earliest time provided by law.

PASSED: 9-15-14

  
Kenneth D. Takacs  
President of Council

Attested:



Kristie M. Crockett,  
Acting Fiscal Officer / Clerk of Council

Approved:

Date: 9-15-2014



Sam Britton Jr.,  
Mayor

**CONTRACT AGREEMENT**  
*Growing Green on Main Street***Madison Village Project Contact, Address & Telephone:**

Dwayne Bailey, 126 West Main Street, Madison, OH 44057, 440/428-7526

**Lake SWCD Project Contact, Address & Telephone:**

Maurine Orndorff, 125 E. Erie St., Painesville OH, 44077, 440/350-5863

**Contract Period:**

August 15, 2014 – August 30, 2015

**SECTION A: PURPOSE AND BACKGROUND**

The purpose of this contract is to formalize the relationship between Lake County Soil & Water Conservation District (hereafter referred to as LSWCD) and Madison Village regarding the administration of the Ohio Environmental Protection Agency (hereafter referred to as Ohio EPA) 2014 Surface Water Improvement Grant (hereafter referred to as SWIF) reporting for the Growing Green on Main Street (hereafter referred to as the Project).

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

1. LSWCD provides leadership and technical expertise to guide stewardship and conservation of our unique natural resources.
2. Madison Village has acquired a SWIF grant for the Project from Ohio EPA.
3. LSWCD has a staff Watershed Coordinator whose responsibilities include assisting Madison Village with watershed planning and the implementation of the Arcola Creek Watershed Action Plan.
4. The Project includes the installation of bio-retention cells to increase infiltration of stormwater and reduce the delivery of nutrients to Arcola Creek.

**SECTION B: MADISON VILLAGE COMMITMENTS**

Under this contract, Madison Village agrees to the following:

1. Utilize LSWCD for the grant administration, education and outreach, and subcontract requirements associated with the grant.
2. Include LSWCD in meetings and presentations related to the project, and provide LSWCD with any supporting material necessary to fulfill the above commitments.
3. Review LSWCD documents associated with the Project and ensure they meet the requirements of Madison Village.
4. Track and document any necessary Madison Village information towards the grant project and provide information quarterly to LSWCD for SWIF grant reporting.

### **SECTION C: LSWCD COMMITMENTS**

Under this contract, LSWCD agrees to the following:

1. Administer the SWIF grant, through report preparation with information provided by Madison Village and its subcontractors.
2. Conduct education and outreach for the Project in partnership with Madison Village.
3. Review bid and construction documents associated with the Project to ensure restoration practices are approved by Ohio EPA.

### **SECTION D: SPECIFIC PROGRAM REQUIREMENTS**

1. Madison Village shall indemnify and save harmless LSWCD, its agents, servants, and employees from and against any claim, demand, or cause of action to the extent arising out of the negligent act, error, or omission of Madison Village, its agents, servants, or employees in the performance of services under this contract.
2. Madison Village must comply with all laws and is responsible for all effects or actions resulting from its performance under this contract.
3. This contract shall incorporate the requirements of the grant contract between Ohio EPA and Madison Village under the Ohio EPA SWIF Grant.
4. LSWCD shall complete all reimbursable activities and submit written request for reimbursement within the contract period as detailed below.

### **SECTION E: PAYMENTS**

1. Madison Village hereby offers funding of \$5,000 for LSWCD to complete grant administration, education, and subcontract review as detailed above for the Project. The funding will be available to LSWCD as a quarterly reimbursement as completed grant reports are completed by LSWCD.
2. In order to receive payment, LSWCD must file an invoice for staff time spent on activities related to completion of this contract. LSWCD will maintain timecards of all staff time in accordance with grant procedures.
3. Eligible costs under this contract may include LSWCD staff time undertaken within the contract period.
4. Upon submission of LSWCD invoice(s) for staff time spent on activities related to completion of this contract Madison Village will release payment.

### **SECTION F: GENERAL TERMS AND CONDITIONS**

1. Madison Village and LSWCD may modify this contract by mutual written agreement.

2. All documents supported in whole or in part by this contract shall acknowledge that financial assistance was provided by the Ohio Environmental Protection Agency follows:

*“This product or publication was financed in part through a grant from the Ohio Environmental Protection Agency under the provisions of the Surface Water Improvement Fund. The contents and views, including any opinions, findings, or conclusions or recommendation, 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 Madison Village and/or LSWCD fail to carry out terms of the contract, LSWCD or Madison Village may terminate this contract or determine that such failure does not warrant termination. In either case, LSWCD may require Madison Village to reimburse for any work performed up until the termination of the contract.
4. LSWCD or Madison 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 or State 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 Lake County, Ohio.

#### SECTION G: NOTICE

All notices or communications concerning this Contract shall be in writing and delivered to the following:

**To Madison Village:**  
Mayor Sam Britton  
Madison Village  
126 West Main Street  
Madison, OH 44057

**To LSWCD:**  
Dan Donaldson, District Administrator  
Lake Soil & Water Conservation District  
125 E. Erie St.  
Painesville, OH 44077

#### SECTION H: CONTRACT EFFECTIVE DATE

This contract is effective when signed by Madison Village and LSWCD. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual written 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, LSWCD may require Madison Village to elect between modifying this contract consistent with the provisions of such statute or contract termination.

This contract shall become effective when signed and dated by LSWCD and Madison Village.



Dan Donaldson, District Administrator  
Lake County Soil & Water Conservation District

Date 9/15/14



Sam Britton, Mayor  
Madison Village

Date 9/15/14