

ORDINANCE NO. 2023-23 FIRST READING April 10, 2023  
INTRODUCED BY: RUTH CAVANAGH SECOND READING WAIVED  
THIRD READING WAIVED

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE VILLAGE OF SOUTH RUSSELL WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. FOR ASSISTANCE IN DEVELOPING A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES TO THE VILLAGE OF SOUTH RUSSELL FOR THE RESTROOMS AT THE VILLAGE PARK AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village of South Russell has reviewed the proposed contract agreement (the "Contract") with Chagrin River Watershed Partners, Inc. ("CRWP") for assistance to the Village in the development of a grant application to the Ohio Department of Natural Resources ("ODNR") for grant funding for the restrooms proposed at the Village Park (the "Project"); and

WHEREAS, the Council of the Village of South Russell agrees with the terms of the Contract.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of South Russell, Geauga County, Ohio that:

**Section 1.** The Council of the Village of South Russell hereby accepts the Contract, a copy of which is attached hereto as **Exhibit A**.

**Section 2.** The Council of the Village of South Russell hereby authorizes the Mayor to enter into the Contract on behalf of the Village of South Russell for CRWP to assist in the development of a grant application to ODNR for grant funding for the Project.

**Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of the Village of South Russell and to immediately allow the development of the grant application to pursue available grant funds for the Project. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full 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.

  
\_\_\_\_\_  
Mayor- President of Council

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

I certify that Ordinance No. 2023-23 was duly enacted on the 10<sup>TH</sup> day of APRIL, 2023 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.

Danella Romanowski  
Fiscal Officer



*April 1, 2023*

**CONTRACT AGREEMENT**

***South Russell Village Park Restrooms Grant Writing Assistance***

<p><b>South Russell Village Project Contact, Address &amp; Telephone:</b>          William George Koons, Mayor, 5205 Chillicothe Road, Chagrin Falls, Ohio, 44022, (440)227-1346</p>
<p><b>CRWP Project Contact, Address &amp; Telephone:</b>          Josh Myers PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870 Ext. 1007</p>
<p><b>Contract Period:</b>          April 1, 2023 – June 30, 2023</p>

**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 South Russell Village (hereafter referred to as the Village) regarding the development of an application to the Ohio Department of Natural Resources (hereafter referred to as ODNR) NatureWorks Grant Program (hereafter referred to as the Grant) for the South Russell Village Park Restrooms 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 that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. The Village intends to submit a Grant application to support the installation of restroom(s) at South Russell Village Park. The Village understands that the ODNR NatureWorks Grant Program is a competitive program and a funding award through the program is not guaranteed.
3. The Village is a Member of CRWP in good standing.

**SECTION B: VILLAGE COMMITMENTS**

Under this contract, the Village agrees to the following:

1. Utilize CRWP for the grant-writing assistance associated with the Grant for the Project.
2. Include CRWP in meetings and presentations related to the Grant and the Project and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Review CRWP documents associated with the Grant and ensure they meet the requirements of the Village. The Village shall notify CRWP of any deadlines associated with the Village’s review and approval of Grant application documents.



*April 1, 2023*

### **SECTION C: CRWP COMMITMENTS**

Under this contract, CRWP agrees to the following:

1. Develop the Grant application, including any necessary exhibits or attachments, and provide to the Village for review.
2. Perform its obligations under this contract on a timely basis and as necessary to enable the Village to submit the Grant application.
3. Part of CRWP's assistance to the Village will be provided in-kind at no cost to the Village through CRWP's participation in the Northern Ohio Watershed Corps (NOWCorps) Program.

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

1. Each party to this agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this contract.
2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this contract.
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 not to exceed \$1,500.00 for CRWP to complete the activities outlined in Section C.
2. To receive payment, CRWP must file an invoice for activities related to completion of this contract. CRWP will maintain records of all staff labor and expenses for this Project.
3. Eligible costs under this contract include staff time at CRWP's member rate and mileage charged at the federal rate for assistance provided to the Village during 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 written agreement.




*April 1, 2023*


2. If the Village and/or CRWP fail to perform its obligations under this contract and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance 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 in accordance with this contract up until the termination of this contract.
3. 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.
4. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
5. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in the appropriate County.

**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 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, CRWP may require the Village to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The following organizations acknowledge receipt of this contract from CRWP and agree to its terms and conditions.

DocuSigned by:  
 Date 4/12/2023  
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 William A. Tomko, Board President  
 Chagrin River Watershed Partners, Inc.

 Date 4-10-2023  
 William G. Koons, Ph.D.  
 South Russell Mayor