

TEMPORARY RESOLUTION NO. 112-12

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE TERMS BETWEEN THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY AND THE CITY OF LANCASTER FOR THE 2012 ASH REMOVAL AND CANOPY RESTORATION GRANT

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO

SECTION 1. That the Lancaster City Council hereby agrees to accept the terms of the grant between the Ohio Department of Natural Resources, Division of Forestry and City of Lancaster in the amount of Six Thousand Eighty-Six Dollars (\$6,086.00), and to all terms as set forth in the agreement "2012 Ash Removal & Canopy Restoration Grant" and to allow the City Arborist to execute according to the terms.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Public Services Boards & Administration Committee

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY SUBSIDY AGREEMENT**

2012 ASH REMOVAL & CANOPY RESTORATION GRANT

THIS AGREEMENT is made and entered into by and between the Director of the Department of Natural Resources (ODNR), through the Chief of the Division of Forestry (DOF), hereinafter referred to as the DEPARTMENT, pursuant to O.R.C. 1503.011 and 1501.02 and the **CITY OF LANCASTER**, hereinafter referred to as the GRANTEE.

WITNESSETH:

WHEREAS the purpose of this grant is the reduction of the ash tree population affected by the Emerald Ash Borer and the restoration of tree canopy and watershed health within the City of Lancaster; and

WHEREAS the GRANTEE has met the requirements and has been approved by the DEPARTMENT as eligible to receive this grant; and

WHEREAS the grant funds have been received by the DEPARTMENT and have been encumbered by Commitment Record Number _____, and are so certified by the Director, Office of Budget Management on _____, 20_____, Obligations of the state are subject to the provisions of Section 126.07 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

A. GRANT AWARD AND APPROVED ACTIVITIES

1. The DEPARTMENT hereby awards to the GRANTEE a grant of **\$6,086.00** to implement a local ash tree removal and re-planting project consistent with and in the spirit of the approved activities of the GRANTEE'S original application.
2. The GRANTEE shall provide at minimum, a local match equal to the above mentioned pass-through grant amount.
3. The DEPARTMENT shall make one reimbursement payment to the GRANTEE upon completion of the entire project. Payment shall be made upon the Division's review and approval of a GRANTEE-submitted final financial statement and report, identifying total project costs and project results.
4. The GRANTEE shall attach to this Agreement a signed resolution by council authorizing the GRANTEE to accept this grant award and to implement the activities described herein.
5. The GRANTEE shall obtain prior written approval from the DEPARTMENT to revise or change the approved project activities and/or approved expenditures.
6. This Agreement shall commence on **June 1, 2012** and shall terminate on **May 1, 2013**.
7. The GRANTEE shall not implement this project until receipt of a notice to proceed.
8. Within 30 days after the project's completion, the GRANTEE will submit financial

statements and reports identifying project costs and results.

B. GENERAL PROVISIONS

1. The GRANTEE shall carry out the aforementioned project and administer this grant in accordance with all applicable federal, state and local laws, and all terms of this AGREEMENT.
2. The DEPARTMENT shall at any reasonable time have the right of access to and right to audit any and all books and financial records pertinent to the administration and operation of this grant and said books and records shall be kept in a common file to facilitate audits and inspections for a period of three years from completion date.
3. The parties agree that as between the DEPARTMENT and the GRANTEE, the GRANTEE shall be solely responsible for any and all claims, demands, or causes of action arising from GRANTEE's obligations under this agreement.
4. The DEPARTMENT or the GRANTEE may, at any time after execution of this AGREEMENT, terminate the grant, in whole or in part, upon written notification to the other. In the event of such termination, the GRANTEE shall not incur any new obligations, shall make a good faith effort to cancel as many outstanding obligations as possible, and shall be paid for any noncancelable expenditures incurred prior to termination. Any unused funds shall be returned to the DEPARTMENT within forty-five (45) days of such termination.
5. The GRANTEE certifies that neither it nor its employees are public employees of the DEPARTMENT under federal and state law for tax, retirement deduction, and Workers' Compensation purposes, and that it carries Workers' Compensation coverage.
6. The GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as that term is defined in the Americans with Disabilities Act. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. The GRANTEE further agrees to comply with all pertinent provisions contained in O.R.C. Section 125.111.
7. The GRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as that term is defined in the Americans with Disabilities Act.
8. The GRANTEE shall cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under the AGREEMENT,

and said GRANTEE shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard, both before and during performance.

9. In the event the GRANTEE fails to comply with the nondiscrimination clauses of this AGREEMENT, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the GRANTEE may be ineligible for further State Grants, and such other sanctions may be imposed and remedies instituted as otherwise provided by law.
10. The GRANTEE agrees to comply with all applicable state and federal laws regarding drug-free workplace. The GRANTEE shall make a good faith effort to ensure that all GRANTEE employees while working on the AGREEMENT will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

C. FINDING FOR RECOVERY

The GRANTEE affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. GRANTEE agrees that if this representation or warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the dates written below.

I (we) have the authority to sign this AGREEMENT and do so by my (our) respective capacity:

City of Lancaster

**Ohio Department of Natural Resources
Division of Forestry**

Printed Name & Title

Robert L. Boyles, Chief
ODNR - Division of Forestry
As Designee for James Zehringer, Director

Signature

Address

Date

Date

Federal Tax Identification Number: