

## RESOLUTION 2019-21

### VILLAGE OF NEW RICHMOND, OHIO

Council for the Village of New Richmond, Ohio met in regular session this 14  
day of January, 2020 with the following members present:

Richard Feldkamp,  
Melanie Slade,

Mary Allen,  
Becky Ploucha,

Larry Prues,  
Gary Skeene

Councilperson Skeene moved for adoption of the following:

#### **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLERMONT COUNTY BOARD OF COMMISSIONERS REGARDING THE GRANT FOR THE NEW RICHMOND UNION SQUARE PLAYGROUND PARK PROJECT**

**WHEREAS,** The Village of New Richmond has been awarded a grant from the Clermont County Board of Commissioners CDBG Community Development Allocation Program for the Village of New Richmond Union Square Playground Park Project; and

**WHEREAS,** The Village of New Richmond has received an Administrative Agreement from Clermont County Community Development Block Grant Program attached hereto as Exhibit "A"; and

**WHEREAS,** The Village Council of New Richmond desires to execute this Administrative Agreement attached hereto as Exhibit "A" and believes that such execution is wise, beneficial and in the best interest, safety, and welfare of the citizens of the Village.

**NOW, THEREFORE BE IT RESOLVED,** that New Richmond Village Council, with a majority of its members concurring:

1. The Village of New Richmond Council authorizes the Village Mayor to execute the Administrative Agreement attached hereto as Exhibit "A" agreement on the behalf of the Village of New Richmond.
2. That Council finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Resolution were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Councilperson Allen seconded the motion to adopt the foregoing Resolution and upon roll call the vote was as follows:

Richard Feldkamp	<u>yes</u>
Mary Allen	<u>yes</u>
<u>Larry Proes</u>	<u>yes</u>
Melanie Slade	<u>yes</u>
Becky Ploucha	<u>yes</u>
Gary Skeene	<u>yes</u>

First Reading	<u>11-26-2019</u>
Second Reading	<u>12-10-2019</u>
Third Reading	<u>01-14-2020</u>

Adopted: 01-14-2020

Attest:

Theresa Leigh  
Theresa Leigh, Council Clerk

Glenn Ewing  
Glenn Ewing, Mayor

Approved as to Form:

Scott Sollmann  
Scott Sollmann, Law Solicitor

**GRANT PERIOD 07/01/2015 THROUGH 09/01/2022**

**CLERMONT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ADMINISTRATIVE AGREEMENT**

**THIS AGREEMENT**, is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO**, (hereinafter referred to as "**COUNTY**"), 101 E. Main Street, Batavia, Ohio 45103, and the **VILLAGE OF NEW RICHMOND**, a political subdivision of the State of Ohio, whose business address is 102 Willow Street, New Richmond, Ohio 45157 (hereinafter referred to as "**RECIPIENT**").

**WHEREAS**, the County has applied for and been granted funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

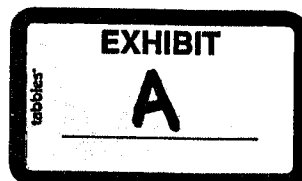
**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD), Columbus Field Office, Office of Community Planning and Development, has entered into a Funding Approval/Agreement with the County for the grant period beginning 07/01/2015 through 09/01/2022; and

**WHEREAS**, the Recipient has applied for and been approved for a grant from this program;

**NOW, THEREFORE**, in consideration of the award of Block Grant Funds to the recipient and the mutual covenants and conditions contained herein;

**IT IS HEREBY AGREED**, by and between the parties as follows:

1. The County hereby grants funds in the amount of **\$36,000.00 from CDBG award recited above with a local match of \$5,580.00 from the VILLAGE OF NEW RICHMOND**, to the recipient for the sole and express purpose of providing for the performance of the Community Development Allocation Program administered pursuant to the regulations and requirements of HUD now and hereafter in effect, and consistent with the recipient's application which is incorporated herein by reference.
2. Recipient has read and understands both the Grant Agreement and the Loan Guarantee Acceptance Provisions for Designated Agencies set forth in Project/**Grant No. B-15-UC-39-0010**; and recipient agrees to fully comply with the terms and directions contained therein.
3. That this grant shall be known as the **VILLAGE OF NEW RICHMOND UNION SQUARE PLAYGROUND PARK PROJECT (FBG 2015-2.1)**.
4. The County shall enter into all necessary contracts with an Engineer and/or Architect to be selected by the qualifications review committee at a later date, when applicable.



5. The County shall further administer the agreement and determine and perform any necessary inspections or audits to insure compliance with HUD regulations and requirements. County will also act as Prevailing Wage Coordinator, when applicable.
6. The County shall enter into all necessary contracts with vendors or contractors after appropriate selection or public bidding processes has been completed.
7. The project and activities authorized by this Agreement shall be performed in accordance with any and all applicable local, state and federal statutes, regulations, directives, guidelines, approved state plans, Community Development Block Grant Handbooks, or other requirements of HUD in effect at the time of the execution of this Agreement or as may thereafter from time to time be amended. No act of forbearance or failure to insist on the prompt performance by the recipient of its obligations under this Agreement, either expressed or implied, shall be construed as a waiver by the County of any of its rights hereunder. The recipient accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, Worker's Compensation premiums, income tax deductions, Social Security deductions and any and all performance of work or activities authorized by this Agreement which exceed or are not authorized to be expended from the agreement amount as previously set forth.
8. Recipient agrees to pay upon invoice and to hold County, its elected officials and employees harmless from the costs or expenses arising from any modifications, revisions, or change orders arising during the operation of the project which cause the total costs of the project to exceed the amount of the grant set forth herein and shall make payment to the County of such amounts within thirty (30) days of receipt of such invoice.
9. County agrees that in the event of any such cost increases, change orders or other cost overruns prior to approving such changes which will result in financial obligation to the recipient, the County will notify the appropriate officers of the recipient as herein designated. County will obtain written approval or agreement from recipient as to said changes prior to authorizing same. County will to the extent reasonably possible, include the recipients in the decision making process as to such modifications or increased costs.
10. Recipient shall be responsible to notify the County of any changes or modifications to the project which the recipient becomes aware of within ten (10) days of the knowledge of same.
11. The County shall supervise, evaluate and provide guidance and direction to the project engineer and/or architect or other management function in the conduct of the work and activities to be performed under the terms of this Agreement and shall prepare, retain and permit the recipient to inspect during normal business hours all books and records necessary to insure compliance with the terms and

conditions of this Agreement and the HUD regulations.

12. In the event that County notifies recipient of the need for additional funds due to project costs exceeding the amount of the grant as stated herein, recipient shall deposit said funds payable to the Treasurer of Clermont County in accordance with the instructions received from County and within the timeframe previously stated herein. If said deposit is not so used, it shall be returned to the recipient within forty-five (45) days of the close-out of the fiscal year project. County may, by giving written notice specifying an effective date to the recipient, within ten (10) days of the said effective date terminate this Agreement in full or part for cause, which shall include (1) failure for any reason of the recipient to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with approved programs and any and all statutes, executive orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) submission by the recipient to the County of any reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this Agreement or the failure to provide additional funds as required; and (4) suspension or termination of the grant to the County by HUD or any other Regulatory Agency with jurisdiction. The County may voluntarily terminate this Agreement upon written notice to the recipient at any time. The recipient may voluntarily terminate this Agreement upon written notice to the County only up until the time that Contracts are executed by and between the County and the Project Engineer and/or Architect or other management service and/or any contractor in which case the balance of grant funds shall be redistributed pursuant to HUD regulations.
13. Recipient agrees to hold the County harmless and indemnify the County from any and all liabilities or claims caused by or resulting from the recipient's performance of the obligations or activities in furtherance of its duties under this agreement or the work described herein where applicable. Recipient will reimburse the County for any judgments which may be obtained against the County resulting from any misstatement or incorrect information contained in the application for grant or any conduct by the recipient, its officers, agents and employees during the process of the grant project resulting in liability to the County.
14. Recipient acknowledges that this Agreement involves the use of federal funds and as such, the County is subject to audit by an agency of the United States Government granting funds to the County for purposes of performing the work and activities set forth in this Agreement. In the event that any negligence, misstatement or fraud of the recipient shall result in any cost being disallowed by said federal agency, recipient shall fully indemnify the County for the cost of any such disallowed amounts, including all reasonable attorney fees and expenses incurred in defending the County.
15. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that

any part of this Agreement is invalid shall not invalidate or impair the forceful effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

16. The amount the Recipient is obligated to pay under paragraph 13 & 14 is capped at the amount of the grant.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement this 23rd day of MARCH, 2020, with the intent to be legally bound thereby.

BOARD OF COUNTY COMMISSIONERS

  
David L. Painter, President



Edwin H. Humphrey, Vice President

  
Claire Corcoran, Member

ATTEST:

  
Judith Kocica, Clerk

VILLAGE OF NEW RICHMOND

  
\_\_\_\_\_  
Mayor, Village of New Richmond


ATTEST:

  
\_\_\_\_\_  
Finance Director, Village of New Richmond

APPROVED AS TO FORM:

Office of the Prosecuting Attorney  
Clermont County, Ohio

  
\_\_\_\_\_  
Assistant Prosecuting Attorney

  
\_\_\_\_\_  
Date