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Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

Office of Real Estate

Paul R. Baldrige, Chief

2045 Morse Road – Bldg. E-2

Columbus, OH 43229

Phone: (614) 265-6649

Fax: (614) 267-4764

October 6, 2014

Troy Euton, Deputy Director
City of Gahanna
200 South Hamilton Road
Gahanna, OH 43230

RE: Project COTF-168 entitled "Big Walnut Trail-Section V"

Dear Mr. Euton:

I have enclosed two copies of your State-Local Project Sponsor Contract Agreement for the subject Clean Ohio Trails Fund (COTF) grant. Both copies must be signed and returned to the Office of Real Estate, 2045 Morse Road, Bldg. E-2, Columbus, OH 43229. A fully signed copy will be returned to you along with additional material concerning your project.

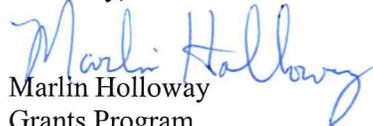
Accompanied with this letter is an initial progress report. It is imperative that all projects are completed within fifth teen months or sooner from the project award date. Please complete the enclosed progress report and return it along with your signed agreements. Our Office requires that an initial progress report must be completed on all development and maintenance projects. This will help facilitate a steady flow of resources and the timely processing of reimbursement requests.

At this time the Department strongly encourages project sponsors to proceed with their design/engineering work which will help awardees to meet the project completion date.

Remember, to protect your eligibility in the Clean Ohio Trails Fund program, **do not begin any portion of the project until you receive written approval to do so.** I have also enclosed a description of the steps involved in carrying out your project.

Thank you for your interest in the Clean Ohio Trails Fund and good luck in completing your project. If you have any questions please feel free to contact me at (614) 265-6389. Thank you.

Sincerely,


Marlin Holloway
Grants Program

MH
Enclosures

**CLEAN OHIO TRAILS FUND
STATE/LOCAL PROJECT AGREEMENT**

The State of Ohio, represented by the Ohio Department of Natural Resources, and the **City of Gahanna**, (hereinafter referred to as the Project Sponsor) agree to provide a recreation trail project as follows:

Big Walnut Trail-Section 5

COTF-168

- A. **The Project Sponsor agrees to Design and construction of 4,500 linear feet by 10 feet wide asphalt multi-use trail. The proposed project will connect to existing phases of the Big Walnut Trail.**

The project sponsor signatory to this State/Local Project Agreement agrees to complete this project on or before November 30, 2015.

The State of Ohio may, at any time after execution of this Agreement, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the Project Sponsor shall be paid a pro rata amount for services rendered up to the time of termination.

The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

And to perform in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, included by reference as if fully set out herein, and the General Provisions attached hereto and hereby made a part thereof; (1) promptly submit to the State of Ohio, such reports and documents as the Ohio Department of Natural Resources may request; (2) report any and all income gained on the property or facilities during the project period; (3) operate, maintain, and keep for public recreation the property or facilities acquired, developed or maintained pursuant to this agreement, and refrain from conversion unless a proposed change is approved by the State of Ohio; (4) display a suitable sign acknowledging the Clean Ohio Trails Fund assistance.

- B. The State of Ohio hereby agrees to (1) obligate the Project Sponsor funding assistance **not to exceed \$500,000.00** from Ohio's fiscal allocations made available under the provisions of the Clean Ohio Trails Fund and Am. Sub. H. B. 3 (O.R.C. 1519.05); (2) upon receipt of tangible proof of actual eligible costs paid by the Project Sponsor in performing this agreement, reimburse the Project Sponsor funds equal to no more than seventy-five (75) percent of such eligible costs.
- C. Funds for this project have been released by the Controlling Board as of February 25, 2014, and encumbered by Contract Encumbrance Record Number 0000027301 and are so certified by the Director of Budget and Management on February 25, 2014. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.

- D. The State of Ohio and the Project Sponsor mutually agree to perform this agreement in accordance with the policies and procedures set forth by the Ohio Department of Natural Resources and the guidelines set forth in the Clean Ohio Trails Fund Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement.
- E. If the project requires plans and specifications, assure all construction plans and specifications have been approved and stamped by a registered professional engineer and/or architect and assure completion of the work in accordance with the approved construction plans and specifications. Plans and specifications comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17) and ensure compliance with these specifications by the contractor. Assure compliance with all applicable Federal, State, and local laws and regulations pertaining to public competitive bidding for construction contracts, procurement of equipment and materials, and prevailing wage rates.

Upon acceptance of funds through the Clean Ohio Trails Fund for **Big Walnut Trail-Section 5**, the **City of Gahanna** agrees to comply with the responsibilities outlined below.

1. Property acquired or developed with assistance from the Clean Ohio Trails Fund will be retained and used for public recreation purposes. The property and/or facilities will be kept open for the general public's use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. The use of the property and/or facilities will not be changed from that approved when Clean Ohio Trails Fund assistance was obtained without prior written approval from ODNR.
2. The property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
3. Any new facility constructed on an area purchased or developed with Clean Ohio Trails Fund will, whenever possible, be designed to accommodate people with disabilities. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on a Clean Ohio Trails Fund assisted area, regardless of the funding source for the improvement.
4. User fees charged for facilities acquired or developed with Clean Ohio Trails Fund funds will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the project site will be returned to the public in the form of expanded facilities or services at the funded site.
5. A Clean Ohio Trails Fund acknowledgment sign will be prominently displayed at the site or facility acquired or developed with Clean Ohio Trails Fund assistance.

6. Pursuant to RC 125.111, the Project Sponsor agrees that neither Project Sponsor nor any person acting on behalf of Project Sponsor will discriminate, by reason of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Project Sponsor further agrees that neither Project Sponsor nor any person acting on behalf of Project Sponsor, shall discriminate in any manner against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry. Project Sponsor agrees to comply with all pertinent provisions of Section 125.111 of the Ohio Revised Code.
7. Project Sponsor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Project Sponsor shall make a good faith effort to ensure that all Project Sponsor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. Project Sponsor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
9. The Project Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Project Sponsor and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Project Sponsor accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Project Sponsor in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. The State is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

The laws of the state of Ohio shall govern this agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Ohio, and Project Sponsor hereby irrevocably consents to such jurisdiction.

10. **Ethics.** The **City of Gahanna**, by signature on this document, certifies that it: (i) it has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The **City of Gahanna**, understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 11. The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.
- 12. The parties agree that Project Sponsor shall be solely responsible for any and all claims, demands, or causes of action arising from Project Sponsor's obligations under this agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. The Project Sponsor for itself and for any permitted Assignee further will indemnify and hold the State of Ohio and its officers, agents and employees against any expenses (including attorney fees) and losses resulting from the publication of the content of the advertisements(s), including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism. It is specifically understood and agreed that the State of Ohio does not indemnify Project Sponsor. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the State of Ohio be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
- 13. The Project Sponsor 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. Project Sponsor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, 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.
- 14. In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 15. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

The State of Ohio

City of Gahanna, Project Sponsor

Paul R. Baldrige, Chief
Office of Real Estate

By: _____
(Signed)

Designee For:
James Zehringer, Director

Title: _____

Date: _____