

**RECREATIONAL TRAILS PROGRAM
STATE/LOCAL PROJECT AGREEMENT**

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

Big Walnut Creek Trail, Section III RT11 (235)

A. The Project Sponsor agrees to construct new paved trail totaling 3,075 linear feet.

The project sponsor signatory to this State/Local Project Agreement agrees to complete this project on or before December 31, 2012.

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.

This agreement will terminate June 30, 2012, at which time the Ohio Department of Natural Resources may unilaterally renew this agreement by means of a letter of notification from the Ohio Department of Natural Resources subject to appropriation and renewal of the funds by the State of Ohio. This agreement shall be valid and enforceable only if in the event this agreement extends in time beyond the current biennium, funds are appropriated and the Director of the Office of Budget and Management certifies that there is a balance in the appropriation not previously obligated to pay existing obligations.

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 Recreational Trails Program assistance.

- B. The State of Ohio hereby agrees to (1) obligate the Project Sponsor funding assistance **not to exceed \$150,000.00** from Ohio's fiscal allocations made available under the provisions of the Recreational Trails Program and the Transportation Equity Act for the 21st Century (P.L. 105-206); (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 eighty (80) percent of such eligible costs.**
- C. 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 Recreational Trails Program Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement.**

EXHIBIT A

- E. The project sponsor affirmatively represents and warrants to the State that neither it nor any of its contractors are 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. The Project Sponsor agrees that if this representation and 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 State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
- F. 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), DOT 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 Recreational Trails Program for Big Walnut Creek Trail, Section III, the City of Gahanna, Department of Parks and Recreation agrees to comply with the responsibilities outlined below.

- 1. Property acquired or developed with assistance from the Recreational Trails Program 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 Recreational Trails Program 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 Recreational Trails Program 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 Recreational Trails Program assisted area, regardless of the funding source for the improvement.
- 4. User fees charged for facilities acquired or developed with Recreational Trails Program 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 Recreational Trails Program acknowledgment sign will be prominently displayed at the site or facility acquired or developed with Recreational Trails Program assistance.

6. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** Pursuant to R.C. 2909.33, the City of Gahanna, Department of Parks & Recreation represents and warrants that: (1) Contractor has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; and (2) the City of Gahanna, Department of Parks & Recreation has obtained a current copy of the Terrorist Exclusion List; and (3) the City of Gahanna, Department of Parks & Recreation truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio* and the City of Gahanna, Department of Parks & Recreation immediately shall repay to the State any and all funds paid under this Agreement. Information and forms concerning the Declaration may be found at: <http://www.homelandsecurity.ohio.gov/dma.asp>.
7. **Ethics.** The City of Gahanna, Department of Parks & Recreation by signature on this document, certifies that it: (i) 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, Department of Parks & Recreation 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.
8. Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, sex, religion, national origin, ancestry, age, or handicap.

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

The State of Ohio

City of Gahanna, Department of Park & Recreation

David Payne, Chief
Ohio State Parks

By:

(Signed)

Designee For:
Scott A. Zody, Interim Director

Title:

Date: _____

