

RESOLUTION NO. 2017-43

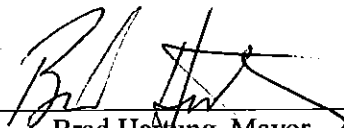
A RESOLUTION ACCEPTING A GRANT AWARD AND AUTHORIZING AN AGREEMENT WITH ERIE METROPARKS LOCAL PARKS CAPITAL IMPROVEMENT GRANT PROGRAM FOR FUNDING IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00)

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

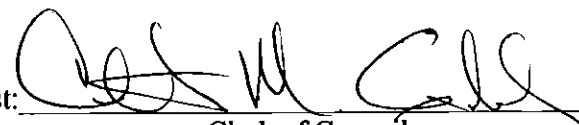
SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Erie MetroParks, for a Local Parks Capital Improvement Grant in the amount of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) toward the purchase of a an ADA Compliant Access Mat at Nickel Plate Beach, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.



Brad Hartung, Mayor

Attest: 

Clerk of Council

Adopted: MAY 23 2017



Erie MetroParks

Maple Grove Center • Operations
 Frost Center • Administration
 Email: DiscoverIt@eriemetroparks.org

Committed to Conservation, Preservation, Education and Outdoor Recreation

Your MetroParks

CASTALIA QUARRY METROPARK

PELTON PARK

OSBORN METROPARK

EAST SANDUSKY BAY
 METROPARK

JAMES H. MC BRIDE ARBORETUM

DUPONT MARSH STATE
 NATURE PRESERVE

MILAN TOMPATH METROPARK

HURON RIVER PATH METROPARK

THE COUPLING METROPARK

EDISON WOODS METROPARK

HOFFMAN FOREST METROPARK

BIRMINGHAM SCHOOL
 METROPARK

THOMAS WILLIAMS METROPARK

WAKEFIELD METROPARK

Board of Park Commissioners

Margaret Murray
 Don Mears
 Troy Wishart

Executive Director

Amy Bowman-Moore
amoore@eriemetroparks.org

Visit us at
www.eriemetroparks.org

Contact us at

Mailing Address:
 3910 Perkins Avenue
 Huron, OH 44839

Phone:
 419-623-7783

Fax:
 419-621-4217

Huron City Council
 C/O Doug Steinwart
 Parks & Recreation Operations Manager
 417 Main Street
 Huron, Oh. 44839

May 10, 2017

Dear Mr. Steinwart,

Congratulations, Erie MetroParks would like to inform you your project:

- Nickle Plate Beach Access , ADA compliant Access Mat

has been fully funded for the 2017 round of Erie MetroParks Capital Improvement Grant Program. The grant total is \$4,500.00.

There were \$30,802.00 in requests for this round, where \$23,897.00 was awarded to 5 projects. I will be sending you a contract for signatures soon.

If you have any questions, please feel free to contact me.

Sincerely,

Amy Bowman-Moore
 Executive Director

**ERIE METROPARKS LOCAL PARKS CAPITAL IMPROVEMENT
GRANT PROGRAM
GRANTEE AWARD CONTRACT 2017
EMP GRANT 87**

Erie MetroParks ("EMP"), a Park District under Ohio Revised Code Chapter 1545, and City of Huron ("Grantee"), a City, of Erie County, Ohio, agree to provide an outdoor recreational improvement ("The Improvement") for the primary benefit of the citizens of Erie County as follows:

Name of Improvement: ADA Compliant Access Mat. ("The Improvement")

Location of Improvement: Nickle Plate Beach

Name of Person and Contact number(s) principally responsible for execution of The Improvement on behalf of Grantee:

Doug Steinwart, Parks & Recreation Operations Manager: 417 Main St., Huron Oh. 419-433-4848

1. BMP has awarded Grantee a reimbursement grant ("Grant") for The Improvement in an amount not to exceed \$ 4,500, pursuant to Grantee's Grant application. A copy of Grantee's application is on file.
2. In order to receive the grant reimbursement funds, Grantee must fully complete The Improvement and provide EMP documentation of same to EMP's satisfaction, as set forth in the Grant guidelines. The actual amount of the reimbursement will be paid to Grantee within thirty (30) days following Grantee's satisfactory completion of The Improvement and all other requirements of the Grant. If The Improvement is not completed according to the Grant specifications by or before December 1, 2017, BMP's reimbursement obligation will expire and the Grant will become null and void.
3. Upon commencement of work of The Improvement and at all times thereafter, Grantee shall prominently display a permanent sign acknowledging EMP Grant participation at The Improvement in accordance with the signage language and design provided in the Grant guidelines. This is a material requirement of the Grant. Cost of the sign is included in the Grant reimbursement amount stated in paragraph 1.
4. Grantee agrees to (a) perform in compliance with all terms, promises, conditions, requirements, specifications, procedures, maps and assurances, as applicable to and set forth in Grantee's Grant application; (b) comply with all applicable federal, state and local laws and regulations; (c) maintain the recreational purpose for which the Grant application is made and refrain from any unilateral changes or conversion of The Improvement from that stated on the Grant application; (d) keep an accounting of all income and expenditures, and receipts for same that accrue for activity at and work performed for The Improvement.

5. EMP has no legal, planning, implementation, participation, completion or any other obligation whatsoever concerning The Improvement. EMP's sole obligation under this agreement is to reimburse Grantee a sum up to the amount of the Grant awarded, upon Grantee's successful and satisfactory completion of The Improvement according to the terms and conditions of the Grant application and this agreement.

6. Grantee hereby fully and forever indemnifies EMP from and against any and all liability, obligation and responsibility of any nature, whether for money owed to contractors, administrators, laborers or others, injury to Grantee representatives, third parties, or any other claims of whatever nature concerning The Improvement and Grantee's work and the public's use of The Improvement, including but not limited to, defense costs and attorney fees.

7. EMP has no ownership or leasehold interest in The Improvement or The Improvement's site.

8. To the extent reasonably possible and in accordance with requirements of federal, state and local law, Grantee will ensure The Improvement is accessible to all members of the public including those with disabilities. Further, Grantee shall not discriminate against persons on account of race, color, gender, national origin, disability, age, religion, veteran status or any other protected classification as provided by federal, state or local law, in the use of or access to The Improvement or in the work performed on The Improvement.

9. Grantee has reviewed and understands all applicable Ohio's ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and Ohio Revised Code Sections 2921.42 and 2921.43.

10. This agreement will terminate on December 1, 2017 or upon payment of the reimbursement amount to Grantee for The Improvement, whichever occurs first.

11. Any dispute under this agreement shall be first presented to mediation for resolution at the cost of the complaining party.

WHEREFORE the Parties agree through their designated representatives:

Amy Bowman-Moore
Executive Director

Date

(Signature)
Andrew D. White (Print)
City Manager
(Title)
May 24, 2017 (Date)