

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A COVID-19 LOCAL GOVERNMENT PAYROLL SUPPORT GRANT PROGRAM AGREEMENT WITH SUMMIT COUNTY ON BEHALF OF RICHFIELD TOWNSHIP, TO CREDIT THE FUNDS TO THE TOWNSHIP'S UPCOMING CONTRACT PAYMENT FOR POLICE SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Village and Township entered into a Police Services Contract on December 7, 2017 where the Township agreed to pay the Village for police services to residents, businesses, and properties located in the territorial boundaries of the Township for the years 2018, 2019, and 2020; and

WHEREAS, the Police Services Contract requires the Township to make equal semi-annual payments for the cost of police services on or before April 1 and October 1 of each year; and

WHEREAS, Richfield Township was awarded \$71,584.08 of CARES Act funds through the Summit County Coronavirus Relief Distribution Fund to be used to cover eligible police and dispatch services incurred as a result of the COVID-19 pandemic; and

WHEREAS, the Township is unable to use the CARES Act funds because the Village provides Township's police services pursuant to the police services contract; and

WHEREAS, the Village, Township, and Summit County agreed to have the Village accept the \$71,584.08 of CARES Act funds on behalf of the Township and to credit those funds to the Township's upcoming 2020 semi-annual payment for police services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Richfield, Summit County, State of Ohio that:

- SECTION 1. The Mayor and Finance Director are hereby directed and authorized to enter into the COVID-19 Local Government Payroll Support Grant Program Agreement with Summit County, on behalf of Richfield Township, substantially in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.
- SECTION 2. The Mayor and Finance Director are hereby directed and authorized to accept the \$71,584.08 of CARES Act funds from the County on behalf of Richfield Township and to credit those funds towards the Township's October 1, 2020 payment for police services.
- SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this


Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to receive the funds in order to timely credit the Township's upcoming contract payment for police services; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-15-2020



President of Council



Mayor

Dated: 10/6/2020

ATTEST:



Clerk of Council

Exhibit “A” to Resolution

County of Summit CARES ACT LOCAL GOVERNMENT ALLOCATIONS COVID-19 Local Government Payroll Support Grant Program Application and Agreement

This Application and Agreement to participate in the County of Summit COVID-19 Local Government Payroll Support Grant Program is made this ____ day of _____, 2020 by and between the County of Summit, with its primary place of business at 175 S. Main Street, Akron, Ohio 44308 and:

Community (“Grantee”):	Richfield Village on behalf of Richfield Township
Grantee Address:	4410 West Streetsboro Road, Richfield, Ohio 44286
Grantee Contact Name:	Sandy Turk
Grantee Contact Phone:	330-659-9201 ext. 224
Grantee Contact Email:	sturk@richvieldvillageohio.org
Grant Award (“Program Funds”):	\$71,584.08
Grant Period	3/1/2020 – 12/30/2020

Application

Attached as Exhibit A is a copy of the Policing Services Contract with Richfield Township, for which the Village is receiving these funds, resulting in a credit to Richfield Township on its upcoming Contract payment.

Total amount of Policing Services Contract for the current year:

Agreement

Grantor agrees to the following:

1. Grantor shall deliver to the Grantee, within 30 days of the execution of this agreement, the Grant Award. Funds shall be provided to the grantee by wire transfer or Automated Clearing House ("ACH") at the instruction of the Grantee.
2. Grantor shall provide guidance to Grantee for the expenditure of Program Funds in compliance with Section 5001 of the Federal CARES Act and any subsequent bills enacted by the Federal Government which may amend or modify the CARES ACT.
3. Grantor shall engage an independent CPA firm to perform a time and effort analysis of various Summit County Public Safety functions. The results of said analysis and recommendations will be used to support Grantees' compliance under Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
4. Grantor agrees to assist Grantee with future audit requirements by providing support documentation, time study analysis, and work papers produced by the Summit County Department of Internal Audit. The Grantor will make available, pertinent staff, including the Summit County Department of Internal Audit, to answer questions and meet with Grantee's auditors.

Grantee agrees to the following:

1. Grantee shall only use Program Funds to fund payroll and benefit costs associated with payroll for officers and dispatchers who provide services under the Policing Services Contract with Richfield Township, and who have been deemed by the U.S. Treasury Department, as a matter of administrative convenience, as being substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Police Officers, Dispatchers, and Public Safety Communications Technician are Public Safety workers as defined under this guidance.
2. Grantee, absent written approval from Grantor, shall not allocate more than 15% of the eligible expenses of such comparable classifications as "Police Officer" to Program funds and shall not allocate more than 25% of the eligible expenses of such comparable classifications as "Dispatcher", or "Public Safety Communications Technician" to Program Funds for the Program period.
3. Unless otherwise approved by Grantor, Grantee shall only apply eligible expenses to Program funds spread uniformly across payroll periods retroactive back to the first pay date after March 1, 2020 through the last pay date prior to or on December 30, 2020.

4. Grantee agrees to comply with future audit guidance and grant amendments issued by the Grantor, including but not limited to, changes in allowable expenditures under this agreement.
5. Grantee shall place these funds in the special revenue fund created pursuant to the Payroll Support Agreement as a result of the Village's own distribution of Program Funds and which is called the Summit County COVID-19 PSGP. Eligible expenses for officers and dispatchers assigned to provide services under the contract can be charged to this portion of the fund. are defined in the Program Guidelines as the cost of wages or salaries and benefits (including health insurance premiums, life insurance premiums, FICA tax and employer pension contributions) of any employee of a political subdivision that is engaged in a public safety related duty and must be charged to the Summit County COVID-19 PSGP Fund.
6. Because a copy of the resolution establishing and appropriating the Summit County COVID-19 PSGP Fund has been provided to the County previously, there will be no need to append it to this Agreement.
7. Grantee shall issue a credit to Richfield Township on the October billing under the Policing Services Contract and shall submit a copy of the document representing the credit to the County by attaching it hereto as Exhibit B. The Village shall also submit a copy to the Summit County Department of Internal Audit by the November 15th by sending it to CaresActPayroll@summitoh.net
8. Grantee shall report changes in the personnel paid out of Program funds to the County immediately if an employee who is being paid out of the Summit County COVID-19 PSGP Fund ceases to be substantially dedicated to COVID-19 response, retires or otherwise separates from the Political Subdivision during the course of the Program. Grantee shall immediately remove from the Fund any such employee and shall notify the County of such change. Separation payments, including but not limited to, sick, vacation and compensation time shall not be paid with Program Funds.
9. Grantee shall permit the Summit County Department of Internal Audit the right to examine all records and supporting documentation produced by grantees, evidencing the expenditure of Program funds.
10. Grantee shall fully cooperate with the County in responding to any audit or investigation conducted by any authorized division or department of the State of Ohio, or the United States Government related to the use by the Grantee of Program funds.
11. Grantee agrees, if any findings are made that the grantee spent funds in violation of Program Guidelines or in violation of the requirements of the CARES Act, they shall, upon demand, repay the grant funds in question. If such payment is not received by the date the County is required to satisfy the audit finding, the County shall have the right to

withhold from real property tax collections, an amount equivalent to the unsettled audit finding, from the distribution to the Political Subdivision of the next succeeding Second-Half Tax Distribution of Real Property tax. If such Second-Half Tax Distribution is not sufficient to repay the balance of the unsettled audit finding, the County may continue to withhold from successive Tax Distributions, an amount necessary to repay such unsettled audit findings. Grantee agrees that it shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the County or its Fiscal Officer to withhold such sum from the Grantee's Second Half Tax Distribution as provided above, and the Grantee hereby forever irrevocably waives any right it may have to make such contest, provided, however, that nothing contained herein constitutes a waiver of the Grantee's right to, in good faith, dispute the amount of the repayment owed under this Agreement, and shall have the right to seek relief in law or in equity from its obligation to create and hold the disputed amount including but not limited to the right to seek a temporary restraining order or preliminary injunction preventing the County from exercising its rights hereunder to collect the disputed amount while legal action is pending.

12. Grantee agrees that the grant period is March 1, 2020 through December 30, 2020. The County reserves the right to modify or terminate the Program at any time upon 30 days' notice to the participating Political Subdivisions. The right to modify shall include, but is not limited to, implementation of changes necessary to comply with future Guidance from the U.S. Treasury and/or future enactments of legislation by the U.S. Congress and the President. Funds remaining in the grantee's Summit County COVID-19 PSGP Fund at the date of termination must be returned to the County.
13. Grantee shall maintain records related to Program participation for five years after the conclusion of the Program.

End of Text, signatures appear on the next page.

GRANTEE

COUNTY OF SUMMIT

By:

Title:

Date:

Brian Nelsen for Ilene Shapiro

Executive

Date:

Approved as to form and correctness:

By:

Its:

Deborah S. Matz

Director, Department of Law and
Risk Management

Certification of Substantial Dedication and Grant Compliance

As authorized representative of _____, I certify the following:

The employees providing services under the contract set forth in Exhibit A and any subsequent employees identified, whose payroll and benefits expenses will be assigned to that contract and paid by Program funds are public safety employees who are substantially dedicated to the Grantee's response to COVID-19 pursuant to Section 5001 of the Federal CARES Act.

The Special Revenue Fund, titled Summit County COVID-19 PSGP has been created for the purposes of receiving Program funds, and that all employees to be paid with Program funds have been transferred to the Summit County COVID-19 PSGP fund.

Monthly reporting shall be submitted documenting the specific employees whose payroll and benefits expenses are assigned to the Policing Services Contract and which are being paid with Program funds as well as the amount of such expenses, utilizing the form attached hereto as Exhibit C. This information will be sent to CaresActPayroll@summitoh.net

Full cooperation will be provided by any staff member necessary to support the County should it be audited in its provision of Program funds to the Grantee.

That I have read and understand the Program Guidelines, the County's right to withhold the amount of the unsettled audit finding from the distribution of property tax to the Political Subdivision of the next succeeding Second-Half Tax Distribution and subsequent distributions if necessary.

Signature of Authorized Representative

Name:

Title:

Date:

EXHIBIT A
Policing Services Contract

EXHIBIT B
Documentation of Credit to Township

EXHIBIT C
PAYROLL REPORT FORMAT

TO: Village Council
 Mayor Mike Wheeler
 Jeff Gorman, Council Clerk

FROM: Alejandro V. Cortes, Law Director
 Sandy Turk, Finance Director

RE: Summit County Payroll Support Grant Program Agreement/Richfield Township
 Police Services Contract

DATE: September 11, 2020

ACTION BEING REQUESTED	TYPE OF REQUEST
Accepting and Authorizing	Agreement with Summit County for Payroll Support Grant Program on behalf of Richfield Township

The Administration is requesting Council authorize the Mayor and Finance Director to enter into a COVID-19 Local Government Payroll Support Program Agreement with Summit County on behalf of Richfield Township (“Township”). The Township was awarded CARES Act funds, which under the authorizing legislation, is restricted to cover the costs of eligible expenses. Payroll and benefit costs associated with payroll for police officers and dispatchers have been deemed eligible expenses under the authorizing legislation. However, the Village provides the Township’s police services pursuant to a written Polices Services Contract dated December 7, 2017. The Village, Township, and Summit County have agreed to have the Village enter into a Payroll Support Grant Agreement and accepted the funds on behalf of the Township. The Village will credit the funds (\$71,584.08) to the Township’s upcoming contract payment for police services.

The Administration is also requesting that Council waive 2nd and 3rd reading and pass the Resolution as an emergency matter.

