

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH RICHFIELD TOWNSHIP FOR THE USE OF CARES ACT AND OTHER COVID-19 RELATED GRANT MONEY TOWARD THE TOWNSHIP'S UPCOMING CONTRACT PAYMENT FOR FIRE PROTECTION AND EMS SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Village and Township entered into a fire protection and EMS services contract where the Township agreed to pay the Village for providing fire protection and EMS services to residents, businesses, and properties located in the territorial boundaries of the Township for the years 2018, 2019, and 2020; and

WHEREAS, Richfield Township was awarded, in part, \$186,260.98 in CARES Act and other Covid-19 related grant money from the following sources: H.B. 481 (\$54,719.32); the Governor Controlling Board (\$41,307.66); and S.B. 357/H.B. 614 (\$90,234.00) to be used to cover eligible expenses incurred as a result of the COVID-19 pandemic; and


WHEREAS, the Township desires to use the grant money toward its 2020 contract payment for fire protection and EMS services; and

NOW, THEREFORE, BE IT RESOLVED 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 Agreement with Richfield Township for the use of CARES Act and other Covid-19 related grant money 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 \$186,260.98 of CARES Act and other Covid-19 related grant money funds and to credit those funds towards the Township's 2020 contract payment for fire protection and EMS 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 fire protection and EMS services; wherefore, provided this Resolution 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: 10-6-2020




President of Council



Mayor

Dated: 10/19/2020

ATTEST:


Clerk of Council

EXHIBIT A

RICHFIELD TOWNSHIP CARES ACT AND OTHER COVID-19 RELATED GRANT MONEY Application and Subrecipient Agreement

This Application and Subrecipient Agreement is made this ____ day of _____, 2020 by and between the Richfield Township, with its primary place of business at 3038 Boston Mills Road, Brecksville, Ohio 44141 (the "Grantor/Recipient") and:

| | |
|-----------------------------------|---------------------------------------------------|
| Subrecipient: | Richfield Village |
| Subrecipient Address: | 4410 West Streetsboro Road, Richfield, Ohio 44286 |
| Subrecipient Contact Name: | Sandy Turk |
| Subrecipient Contact Phone: | 330-659-9201 ext. 224 |
| Subrecipient Contact Email: | sturk@richfieldvillageohio.org |
| Grant Subaward ("Program Funds"): | <u>\$186,260.98</u> |
| Grant Period | 3/1/2020 – 12/30/2020 |

Application

Attached as Exhibit A is a copy of the Fire/EMS 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 Fire/EMS Contract for the current year:

\$541,848

Agreement

Grantor/Recipient agrees to the following:

1. Grantor/Recipient shall cause any documents necessary for the Grant Subaward to be remitted to the Subrecipient to be executed within 30 days from the execution of this Agreement.
2. Grantor/Recipient intends to allocate the following amounts from the following sources to Subrecipient:

| Source | Amount |
|----------------------------|---------------------|
| HB 481 | \$54,719.32 |
| Governor Controlling Board | \$41,307.66 |
| SB 357 (HB 614) | \$90,234.00 |
| Other Source | |
| Total | \$186,260.98 |

Subrecipient agrees to the following:

1. Subrecipient shall only use Program Funds to fund legally-permitted costs associated with the provision of goods and services under the Fire/EMS Contract with Richfield Township and that 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. The Parties to this Agreement intend all definitions of legally-permitted costs to be those found in U.S. Treasury Department, State of Ohio, and County of Summit guidelines.
 2. Subrecipient, absent written approval from Grantor/Recipient, shall not allocate more than 25% of the eligible expenses of such comparable classifications as "Firefighter and EMS Personnel" 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/Recipient, Subrecipient shall only apply eligible expenses to Program Funds spread across expenditures occurring between March 1, 2020 through December 30, 2020.
 4. Subrecipient agrees to comply with future audit guidance and grant amendments issued to the Grantor/Recipient, including but not limited to, changes in allowable expenditures under this agreement.
1. Richfield Township shall pay Subrecipient on the October invoice under the Fire/EMS Contract in full utilizing the Program Funds. This shall be reflected in the invoice attached hereto as Exhibit B. The Village shall also submit a copy of said invoice to the

Summit County Department of Internal Audit by the November 15th by sending it to CaresActPayroll@summitoh.net

2. Subrecipient shall report any changes made to expenses contemplated under this Agreement immediately upon said change(s).
3. Subrecipient shall permit the Grantor/Recipient the right to examine all records and supporting documentation produced by Subrecipients, evidencing the expenditure of Program Funds.
4. Subrecipient shall fully cooperate with the Grantor/Recipient and 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 Subrecipient of Program funds.
5. Subrecipient agrees, if any findings are made that the Subrecipient spent funds in violation of Program Guidelines, in violation of Federal, State of Ohio, or County of Summit law, 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 Grantor/Recipient is required to satisfy the audit finding, the Grantor/Recipient shall take legal action against the Subrecipient. Subrecipient 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 such action taken by the Grantor/Recipient. However, nothing contained herein constitutes a waiver of the Subrecipient's right to, in good faith, dispute the amount of the repayment owed under this Agreement, and Subrecipient 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 Grantor/Recipient from exercising its rights hereunder to collect the disputed amount through other means while legal action is pending.
6. Subrecipient agrees that the grant period is March 1, 2020 through December 30, 2020. The Grantor/Recipient reserves the right to modify or terminate the Program should the County modify or terminate the Program with 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.
7. Subrecipient 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.

SUBRECIPIENT
THE VILLAGE OF RICHFIELD

GRANTOR/RECIPIENT
RICHFIELD TOWNSHIP

By:
Title:
Date:

By:
Title:
Date:

Approved as to form and correctness:

By:
Its:

Raymond J. Hartsough
Assistant Summit County
Prosecuting Attorney
Attorney for Richfield Township

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 Subrecipient's response to COVID-19 pursuant to Section 5001 of the Federal CARES Act.

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

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
Fire/EMS Services Contract

EXHIBIT B
Documentation of Fire/EMS Invoice to Township