

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

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

**Church Street Bike Trail Connector                      COTF-130**

A. **The Project Sponsor agrees to engineer and construction of bike trails, bike lanes, a mid-block pedestrian/bike crossing, and a trail head. Totaling 2.31 miles.**

B. **The project sponsor signatory to this State/Local Project Agreement agrees to complete this project on or before December 31, 2011.**

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 Clean Ohio Trails Fund assistance.

C. The State of Ohio hereby agrees to (1) obligate the Project Sponsor funding assistance **not to exceed \$139,000.00** 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.

D. 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.

E. 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.

- 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), 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 **Church Street Bike Trail Connector**, the **City of Newark** 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. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** Pursuant to R.C. 2909.33, the **City of Newark** 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) **City of Newark** has obtained a current copy of the Terrorist Exclusion List; and (3) **City of Newark** 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 **City of Newark** 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. **Vendor and Grantor Certification Language.** In accordance with Executive Order 2007-01S, **City of Newark**, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The **City of Newark** understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant 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

\_\_\_\_\_  
John H. Hunter, Acting Chief  
Ohio State Parks

**Designee For:**  
**Sean D. Logan, Director**

Date: \_\_\_\_\_

**City of Newark, Project Sponsor**

\_\_\_\_\_  
*Manuel Coffey, City of Newark*

By: \_\_\_\_\_  
(Signed) *Manuel Coffey*

Title: \_\_\_\_\_  
*Service Director  
City of Newark, OH*