

Memorandum of Understanding
between
City of Parma
and
Cleveland Metroparks
Regarding the Fernhill Stormwater Wetland in Big Creek Reservation

WHEREAS, Big Creek is a stream that runs from its headwaters in North Royalton, Ohio, through the communities of Parma, Parma Hts., Brook Park and Cleveland to its confluence with the Cuyahoga River in Independence, Ohio; and

WHEREAS, the Board of Park Commissioners of the Cleveland Metropolitan Park District (“Park District”), located at 4104 Fulton Parkway, Cleveland, Ohio 44144, supports storm water retrofit projects within Big Creek Reservation located in the municipality of Parma; and

WHEREAS, the City of Parma (“Parma”), located at 6611 Ridge Road, Parma, Ohio 44129, has agreed to enter into a partnership with the Park District in this storm water retrofit project; and

WHEREAS, Parma is the recipient of the Surface Water Improvement Fund (SWIF) subgrant (Project #12SWIF-CUY-09) from the Ohio Environmental Protection Agency (“OEPA”) totaling One Hundred Forty-Nine Thousand One Hundred Sixty-Four Dollars (\$149,164.00) (“Grant Dollars”) which have been earmarked for installation of a storm water wetland in the Fernhill area of Big Creek Reservation. The contract between OEPA and Parma is attached as Exhibit A; and

THEREFORE, the Park District and Parma agrees as follows:

1. The Park District, as Project Manager, directs the allocation of project funds for the completion of the storm water wetland construction.
2. The term of this agreement shall be from the date of signature by Parma and the Park District through September 30, 2014.
3. Parma agrees to disburse these Grant Dollars to the Park District on or before May 1, 2013 which is in advance of construction services and materials used in the storm water wetland project.

4. The Park District shall submit written documentation of completed work associated with construction services or use of materials that fall within the scope of the grant, as outlined in Exhibit A.
5. The Park District, as Project Manager, will comply with all terms and obligations of the Surface Water Improvement Fund (SWIF) subgrant (Project #12SWIF-CUY-09) agreement, including but not limited to accurate and timely reporting to the granting agency.
6. The Park District shall, during the term of this agreement, maintain a commercial general liability policy with limits of no less than \$1,000,000 per occurrence/\$3,000,000 aggregate. Parma shall, during the term of this agreement, similarly maintain a commercial general liability insurance policy with limits of no less than \$1,000,000 per occurrence/\$3,000,000 aggregate. Each party shall have the sole responsibility for maintaining respective workers' compensation coverage for its own employees, up to the required statutory limits.
7. Neither party shall be responsible for any claims arising out of the acts or omissions of the other party, its commissioners, officers, employees, agents and subcontractors.
8. This agreement may be extended for an additional term by the parties' mutual agreement in writing.
9. This agreement may be modified upon joint agreement in writing between the Park District and Parma.
10. This agreement shall be constructed under and in accordance with the law of the State of Ohio.

Now, therefore, in consideration of the foregoing, the Park District and Parma agree to enter into this

Memorandum of Understanding for the continued benefit of the restoration of Big Creek.

IN WITNESS WHEREOF, the parties listed below have entered into this memorandum of understanding this _____ day of _____, 20__.

City of Parma

Board of Park Commissioners
Of the Cleveland Metropolitan Park District

By: _____
Timothy J. DeGeeter, Mayor

By: _____
Brian Zimmerman, Chief Executive Officer

Approved as to legal form:

Approved as to legal form:

Timothy G. Dobeck, Law Director

Rosalina M. Fini, Chief Legal & Ethics Officer

EXHIBIT A

Grant Agreement between OEPA and Parma