

**CLIMATE CHANGE ADAPTATION PROJECT AGREEMENT  
CITY OF COLUMBUS AND MID OHIO REGIONAL PLANNING COMMISSION (MORPC)**

This Grant Agreement is made and entered into by and between the City of Columbus, Ohio (hereinafter referred to as the "City") and MORPC (hereinafter referred to as the "Grantee").

**WHEREAS**, the City is a signatory to Grantee's Central Ohio Green Pact, which provides in part that "[t]he science supporting climate change caused by human activities is well established," and

**WHEREAS**, there is growing scientific consensus that climate change may have a serious effect on the hydrologic cycle, including both long-term trends of excess precipitation and drought and the frequency and severity of short-term extreme runoff events, and

**WHEREAS**, in 2010 the American Water Works Association, of which the City is a member, adopted a policy statement supporting "the development of more refined global climate models and tools to better understand and address these impacts at a water utility-relevant scale," and

**WHEREAS**, Grantee has organized a project to develop a refined climate model and tools to better understand and address said impacts at a scale relevant to the operations of the Columbus Division of Public Utilities," and

**WHEREAS**, the City has invested \$174,277.00 in matching funds for Phases I and II of this project, and

**WHEREAS**, the Grantee has obtained a third grant of \$142,332.00 from the Ohio Water Development Authority to conduct the third phase of this project, consisting of portions of Tasks seven, eight, nine, ten, and eleven described on pages 9 and 10 of the document included in Exhibit A attached hereto and entitled "DEVELOPMENT OF A WATERSHED MODEL OF THE UPPER SCIOTO RIVER BASIN FOR ASSESSING POTENTIAL CLIMATE-CHANGE EFFECTS IN THE CENTRAL OHIO REGION," as well as portions of tasks one, two, three and four described on pages 2 and 3 of the document included in Exhibit B attached hereto and entitled "Project Understanding ," which grant requires Grantee to obtain an equal amount in matching funds, and

**WHEREAS**, Grantee has obtained commitments of additional matching funds from other sources, including the United States Geological Service and Del-Co Water Company, Inc., and

**WHEREAS**, the City would like to support Grantee's project and participate in the steering committee that will advise the project to assure that the project will be conducted in a manner to produce results that are useful to the City in planning for how it will meet changes in the hydrologic cycle related to climate change,

**WHEREAS**, this Grant Agreement is pursuant to Ordinance Number \_\_\_\_\_, Passed \_\_\_\_\_,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

**I. SCOPE OF SERVICE**

Grantee hereby agrees to utilize grant funds for the services described in this section of the Grant in the manner set by this Agreement and its Exhibit(s). If the service is not defined in this Section, then the binding definition will be found in Exhibit A or Exhibit B attached to this Agreement and hereby and herein made a part of this Grant.

A. Objective:

Funds from the grant will be used to complete portions of Tasks Seven, Eight, Nine, Ten, and Eleven described on pages 9 and 10 of the document included in Exhibit A attached hereto and entitled "DEVELOPMENT OF A WATERSHED MODEL OF THE UPPER SCIOTO RIVER BASIN FOR ASSESSING POTENTIAL CLIMATE-CHANGE EFFECTS IN THE CENTRAL OHIO REGION," as well as portions of Tasks One, Two, Three, Four, and Five described on pages 2-3 of the document included in Exhibit B attached hereto and entitled "entitled "Project Understanding ,"

B. Activities:

To obtain the above outcomes activities provided will include but not be limited to the Activities that are detailed in information contained in Exhibits A and B. Activity descriptions timeframes and outputs are detailed in information contained in Exhibits A and B. In addition, the City shall be entitled to have a voting representative participate as a member of the Steering Committee that MORPC has formed to advise the work to be performed under this Agreement.

**II. TIME OF AGREEMENT**

This Grant Agreement shall be in force for a period of six (6) months, from November 1, 2013 ending no later than April 30, 2014.

**III. COMPENSATION**

- A. City shall pay to Grantee a sum not to exceed the total of \$71,166.00 as detailed on Exhibit C, and incorporated herein as if fully rewritten, for full and complete compensation for any and all services rendered or performed pursuant to this Agreement, except that City reserves and shall have the right and options set forth in Section IV hereunder.
- B. City shall not be obligated to compensate or reimburse Grantee for any expenses incurred for services rendered or performed pursuant to this Agreement unless such expenses were incurred during and limited so as not to exceed beyond the Time of this Agreement as set forth in Section II hereof.

**IV. CONDITIONS OF PAYMENT**

Compensation as provided in this Agreement shall be paid by City to Grantee pursuant and subject to the following requirements and conditions:

- A. City agrees to reimburse Grantee for authorized expenditures for which vouchers and other similar documentation shall be submitted to the City for services the Grantee performs as defined within this Agreement. Payments will be made in accordance with the schedule of payments contained in **Exhibit C.**

1. City agrees to pay Grantee a \$71,166.00 payment, \$35,583.00 from the Sewer Maintenance Operating Fund and \$35,583.00 from the Water Operating Fund.
  2. Any change to this payment schedule must be requested in writing and is subject to approval by the City.
- B. All requests for payment must be in accordance with the fiscal guidelines issued by the Department of Public Utilities on behalf of City. At the City's option, advance payments may be made.
- C. If, during the Time of Agreement, any funds advanced or otherwise paid to Grantee under this or any other agreement with the City exceed amount(s) to which the Grantee is/was entitled to receive under terms and conditions of the Agreement(s), Grantee shall reimburse the City within 30 days of notification of the overpayment. If payment is not made within the required timeframe, the City will have the right to withhold payments and/or otherwise to seek damages or recoupment. This provision is in addition to the final audit provision in section XII.A below.

**V. SUSPENSION OF FUNDS/TERMINATION**

- A. Suspension of Funds/Termination of Agreement for Cause. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to suspend payment(s) and/or terminate this Agreement by giving written notice to the Grantee and specifying the effective date of such action. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee under this Agreement shall, at the option of City, become its property and the Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Grantee, and then City may withhold payment(s) to the Grantee for the purpose of compensation until such time as the exact amount of damages due to the City from Grantee is determined.

- A. Termination for Convenience of City. The City may terminate this Agreement or reduce funding at any time by giving at least thirty (30) days notice in writing. The Grantee is entitled to compensation under the terms of this Agreement for work rendered up to the date of termination or reduction.
- C. Termination Closeout Reports. Grantee agrees to submit to the City an Agreement closeout report, final invoice, and/or settlement payment(s) not later than ninety (90) days following the termination of this Agreement, notwithstanding cause.

**VI. SEVERABILITY**

The provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

**VII. EQUAL OPPORTUNITY CLAUSE**

- A. The Grantee will not discriminate against any employee or applicant for employment because of

race, color, religion, sex, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation and selection for training. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

- B. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that the Grantee is an equal opportunity employer.
- C. It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of Agreements awarded by the City.
- D. The Grantee shall permit access to any relevant and pertinent reports or documents by the Administrator for the sole purpose of verifying compliance with this Article, and with the regulations of the Contract Compliance Office. All such materials provided to the Administrator by the Grantee shall be considered confidential.
- E. The Grantee will not obstruct or hinder the Administrator or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39.
- F. The Grantee and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Grantee will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- G. The Grantee agrees to refrain from subcontracting any part of this Agreement or Agreement modification thereto to a Grantee not holding a valid certification number as provided for in Article I, Title 39.
- H. Failure or refusal of a Grantee or subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this contract or any other action prescribed in Columbus Code 3905.05.

#### **VIII. NONDISCRIMINATION OF THE HANDICAPPED**

- A. Grantee will ensure compliance with Section 504 of the Rehabilitation Act of 1973 which provides that "no otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance". A handicapped individual is any person who (a) has a physical or mental impairment which substantially limits one or more of his or her major life activities; (b) has a record of such impairment; or, (c) is regarded as having such an impairment.
- B. Grantees receiving \$25,000 or more must also take initial and continuing steps to notify current and potential participants, beneficiaries, applicants and employees that they do not discriminate on the basis of handicapped status. This notification should state, in accordance with 31 CFR 51.55 (e)(1), that the recipient does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities. Notice of Nondiscrimination should be included in publications and recruitment materials and visible at program sites. Notice must be available in forms accessible to the hearing and visually impaired.
- C. Grantee agrees to abide by the provision of the Americans with Disabilities Act of 1990 which

states that "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or Leases to), or operates a place of public accommodation".

**IX. CITY AND OTHER TAXES**

- A. Grantee hereby further agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries, and commissions paid to its employees, and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due under said chapter for services performed under this Agreement. If it has been determined by the Columbus Income Tax Division that Grantee owes city income taxes, Grantee agrees that the City may withhold the amount due to the City from any amount due to Grantee for services performed under this Agreement notwithstanding any other provision of this Agreement.
  
- B. Failure to maintain all tax obligations can result in the termination of this Agreement.

**X. PURCHASE OF EQUIPMENT**

- A. Ownership of any and all equipment and/or furniture items purchased with funds provided under this Agreement shall remain with the City. Upon termination of this Agreement, the City shall have the right to take possession of any and all equipment and/or furniture so purchased and Grantee shall cooperate fully in transferring such possessions to the City. However the City has the option of donating any or all such equipment and/or furniture to Grantee or allowing Grantee the use of the equipment and/or furniture for a designated period or periods of time. Grantee shall accept responsibility for such items of equipment and/or furniture for at least ninety (90) days.
  
- B. Grantee shall maintain an inventory of all items of equipment and/or furniture purchased with funds provided under this Agreement and such inventory shall be available at any and all reasonable times to the City.
  
- C. No motor vehicle shall be leased/purchased by Grantee without the prior written consent of City to purchase a specially described motor vehicle.
  
- D. Grantee accepts responsibility of all items of equipment and/or furniture secured with federal funds remaining in its possession. Grantee will establish a security plan for all sensitive items, documentation of which will be submitted to the Property Management of this Department at a date to be agreed upon. All items of equipment and/or furniture damaged or broken must be repaired or replaced by the Grantee. In the event of loss due to theft, Grantee will notify the local police and the Property Manager immediately.
  
- E. The Grantee shall maintain an open competitive procurement process for purchases of property and equipment including office supplies. This procedure should encompass receiving at least three bids based on specifications detailed to the respective bidders, the lowest and/or best bid being accepted. Records documenting your procedures should be maintained by your Grantee. These records will be made available for review during the course of Site Visits, Audits or Monitoring, and Compliance Reviews conducted per your Agreement.

**XI. RECORDS**

- A. Grantee shall maintain accounts and records, including personnel, client, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other

records as may be deemed necessary by the City.

- B. All disbursements made for this Agreement shall be only for obligations incurred in the performance of the Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. All disbursements for the Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by the City.
- C. During the period covered by this Agreement and until the expiration of five years after final payment under this Agreement, the Grantee agrees to provide the City, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this agreement. The Grantee shall, for each subcontract in excess of twenty-five hundred dollars (\$2,500) require its subcontractors to agree to the same provisions of this Article.

## **XII. AUDITS AND INSPECTIONS**

- A. The City shall be responsible for conducting a full audit of all transactions involving this Agreement on an annual basis or upon termination of this Agreement. In the event that the final audit reveals that the City owes the Grantee additional funds, the City shall reimburse Grantee within ninety (90) days following the final determination on the audit. In the event that the final audit reveals that the Grantee owes the City additional funds, the Grantee shall reimburse the City within ninety (90) days following the final determination on the audit.
- B. At any time during normal business hours and as often as the City may deem necessary, the Grantee shall make available to the City, for examination, all of its records with respect to all matters covered by this Agreement. The City may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

## **XIII. CONFLICTS OF INTEREST**

- A. No personnel of the Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, have or acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- B. Any such person who has or acquires an incompatible or conflicting personal interest, shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the work under this agreement, unless the City shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- C. The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement. The Grantee further covenants that, in the performance of the Agreement, no person having any such interest shall be employed.

- D. Any Grantee employee whose position under this Agreement is full-time shall not have any conflicting employment. For the purposes of this Section, conflicting employment shall mean all employment, other than that provided under this Agreement, requiring the presence or attention of the Grantee employee during hours for which he/she is compensated under the terms of this Agreement.
- E. No one receiving compensation through this Agreement, as staff or subcontractor can serve as voting members of the Board of the Grantee.

**XIV. CHANGES**

- A. This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.
- B. Grantee must obtain prior written approval from the City for major project changes. These include: changes in project objectives, activities, designs, or research plans set forth in the objectives: Program Narrative, Exhibit A; changes in the project director or key professional personnel identified in the approved Program Narrative and Budget, Exhibits A and B, respectively; and changes in the approved Budget, Exhibit B.

**XV. PARTIES**

As an organization incorporated under the laws of the State of Ohio, Grantee's Board has ultimate fiscal, policy and administrative responsibility for Grantee programs and staff actions. In all cases the City will look to the Grantee Board as the ultimate authority and responsible party.

**XVI. COMPLIANCE WITH LAWS**

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes; including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement. The City shall not be liable for any taxes under this Agreement. When required by the City, the Grantee shall furnish one (1) copy of its Workers' Compensation Insurance Certificate.

**XVII. FINAL AUTHORITY**

All powers not explicitly vested in the Grantee by the terms of this Agreement remain with the City.

**XVIII. RESPONSIBILITY FOR CLAIMS**

To the extent permitted by law the Grantee agrees to hold the City harmless from any and all claims for damages resulting from activities in furtherance of the work hereunder. The Grantee shall reimburse the City for any judgments for infringement of patent or copyright rights. The Grantee agrees to defend against any such claims or legal action if called upon by the City to do so.

**XIX. SPECIAL PROVISIONS**

- A. One-Time Funding. Grantee is hereby informed that funding by the City for a one-time period in no way creates an obligation to continue or increase funding. Grantee intends to seek funding from the Ohio Water Development Authority and others to fund further phases of this project as described in Exhibits A and B hereto. The City intends to support Grantee's efforts to obtain such

additional funding, and if Grantee obtains such funding the City may provide further grants to support further phases of this project, however, this Agreement does not require the City to provide any additional funding. Any such additional funding must be the subject of a separate agreement.

- B. **Administrative Practices.**
  - 1. Any and all Grantee checks shall bear at least two Grantee officer/staff signatures (if applicable)
- C. **Corrective Action.** Significant problems identified by Department of Public Utilities staff during the term of this Agreement will be communicated to Grantee by letter with instructions and deadline (30 days maximum) for accomplishing corrective action. Failure to correct the situation within the time period may result in termination of this Agreement.
- D. **Indemnity.** To the extent permitted by law the Grantee agrees to indemnify, hold harmless and defend the City of Columbus, and all of the officers, agents and employees of said City, from and against all liability, judgment or claims for bodily injuries to or death of, any and all persons (including Grantee's employees) or damage to property caused by, or purportedly caused by Grantee, its agents or employees' use of, or occupancy, or operations upon the demise of other assigned premises, or Grantee activities anywhere in connection with the operations permitted under this Agreement. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way, directly or indirectly, contingently or otherwise, affect either, and both have the right to participate in the defense of same to the extent of its own interest. Approval of policies by the City shall in no way affect or change the terms and conditions of this Indemnity Agreement.
- E. **Public Relations.** Any information given to the public by the Grantee (whether by news release, interview, brochure or other means) on a program activity funded in part or fully by the City must identify the City as a sponsor of the program.
- F. **City of Columbus Identification.** All buildings, offices, facilities, stationary and any means used by the Grantee to fulfill its obligations under this Agreement shall identify City as a sponsor of the activity or services under said agreement in a manner to be designated by City, where such is not in conflict with any legal restriction or impediments upon Grantee in connection herewith.
- G. **Assurances.** This Agreement is subject to and incorporated as Exhibit A, the provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, S109 of the Housing and Community Development Act of 1974, Executive Order 11246, Section 3 of the Housing and Urban Development Act of 1968, the Clean Air Act, the Federal Water Pollution Control Act, Federal Occupational Safety and Health Administration (OSHA) regulations, the Americans with Disabilities Act (ADA), and S3903.01, Columbus City Codes.
- H. **Prohibition Against Political Activity.** The Grantee shall not use any funds provided under the Agreement for publicity or propaganda purposes designed to support or defeat legislation pending before any legislative body.
- I. **Drug-Free Workplace Policy.** Grantee shall have in place a drug-free workplace policy.
- J. **Reporting.** Grantee agrees to submit to the city reports on formats to be supplied by the City as may be required by the City to provide information deemed necessary by the City.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have herein set their hands in agreement to this Grant.

**City of Columbus, Department of Public Utilities  
910 Dublin Road, Columbus, OH 43215**

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Greg Davies, Director of Public Utilities Date

**Grantee:**

Mid Ohio Regional Planning Commission  
111 Liberty Street, Suite 100  
Columbus, Ohio 43215

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Shawn Hufstedler, Chief of Staff & Finance Director Date

Federal ID Number: .31-1009675

**EXHIBIT C**

**PAYMENT SCHEDULE**

**GRANTEE:** MORPC

**GRANT PERIOD:** November 1, 2013 through April 30, 2014

**AGREEMENT AMOUNT:** \$71,166.00, Ordinance \_\_, Passed

Conditions of payment for services are as follows for the period **November 1, 2013** through **April 30, 2014**.

- A. City agrees to reimburse Grantee for authorized expenditures for which vouchers and other similar documentation shall be submitted to the City for services the Grantee performs as defined within this Agreement.
- B. City agrees to pay Grantee a **\$71,166.00** payment, \$35,583.00 from the Sewer Maintenance Operating Fund and \$35,583.00 from the Water Operating Fund **upon completion of the processing of this agreement**. This payment is subject to the reimbursement requirements of sections IV.C and XII.A.
- C. The total cost for services under this Agreement will not exceed **\$71,166.00**