

RESOLUTION NO. 9085-19

BY: Anderson, Bullock, George, Litten,  
O'Leary, O'Malley, Rader

A RESOLUTION to take effect immediately provided it receives the vote of at least two thirds of the members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the City of Lakewood enter into an agreement with the Ohio Arts Council to accept a grant in the amount of \$2,381 and authorizing a match in the same amount.

WHEREAS, Lakewood has traditionally had a summer concert series; and

WHEREAS, the Ohio Arts Council has awarded a grant in the amount of \$2,381 to fund and continue to support the concert series; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that entering into this grant agreement immediately will allow Lakewood to access the funds and begin qualifying projects; now, therefore,

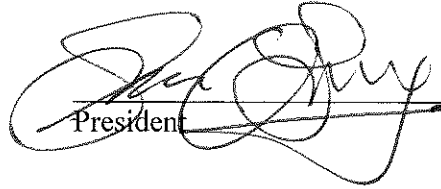
BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

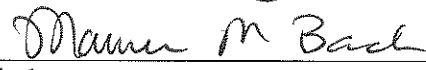
Section 1. The Council of the City of Lakewood hereby authorizes the Mayor or his designee to enter into a grant agreement, in substantially the same form as Exhibit "A" (attached), with the Ohio Arts Council to accept funds in the amount of \$2381 and provide matching funds in the same amount.

Section 2. It is found and determined that all formal actions of this council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such 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 all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 9/3/19

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Clerk

Approved: Sept 9 2019

  
\_\_\_\_\_  
Mayor

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Grant Number: 208162 Program: ArtSTART

This agreement, with the objective of promoting and preserving the arts in Ohio, entered into on August 08 2019 by and between the Ohio Arts Council, an agency of the State of Ohio, and hereafter referred to as the "Council," with offices at 30 East Broad Street, 33rd Floor, Columbus, Ohio 43215-3414, and the "Participant" who is listed immediately below:

City of Lakewood  
12650 Detroit Rd.  
Lakewood, OH 44107-2832

Whereas, the Participant has requested financial assistance for **Community Connections through Music: Summer Band Concert Series** and has submitted an application and verified its most recently completed fiscal year with financial statements (as required) to the Council, and

Whereas, the Participant pledges \$2,381.00 as matching funds to qualify for Council assistance, and

Whereas, between 07/01/2019 and 06/30/2020, City of Lakewood will Produce an eight-week Summer Band Concert series featuring eight different bands and an assortment of music genres.

Now Therefore, the Council shall pay to the Participant an amount not to exceed the sum of \$2,381.00 subject to the following conditions and covenants:

1. This Agreement is conditioned upon the availability of funds appropriated to the Council or available to it from other sources. This Agreement is subject to the determination by the Ohio Arts Council that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Arts Council for the purposes of this contract, and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code 126.07. If the Ohio Arts Council determines that sufficient funds have not been appropriated for the purposes of this contract, or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
2. If the Participant's programming is comprised, in whole or in part, of any events such as exhibit or performance, the Participant shall submit to the Council the date, time, and location as soon as known, but no later than two weeks before the event. In order to provide members of the Council Board, appropriate Council committees, and the Council staff with the opportunity to view the arts program supported by the Council, the Participant agrees to admit said individuals upon request.
3. Promptly notify the Council of any changes or problems in the program and of the need for changes to this Agreement. There shall be no variance from this Agreement without prior written approval of the Council. If any such change, substitution, or variance shall occur, the Council shall have the right to reduce its obligation under this Agreement to the extent it judges itself damaged, which judgment shall be conclusive and binding upon the Participant, or the Council may terminate this Agreement and thereafter have no further obligation to the Participant.
4. In order to provide accountability of Council funds, the Council shall reserve the right to conduct program evaluations and financial audits at such times, places, and by such means, and in such manner, as the Council, in its sole discretion, shall determine, and the Participant agrees to, and shall, fully cooperate with the Council and its agents and representatives.
5. The participant may request a partial payment which is 50 percent of the total grant. Participants in need of partial payment must complete a Partial Payment Request confirming that Council funds will be used only for expenses that have been incurred during the grant period. Denial of the request is not a breach of the Agreement or any part of it by Council. The Participant agrees to comply with all terms of the Partial Payment Request.
6. The Participant shall submit a full and certified accounting, summarizing all expenditures, as required on the Council Final Report

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Form. This accounting shall be subject to financial audit and program evaluation by appropriate agencies of the State of Ohio and the United States Government. The Participant will be responsible for the safekeeping and identification of records that corroborate the program financial statements. Said records (sales receipts, invoices, travel claims, pay vouchers, etc.) must be kept in the Participant's files for a period of three (3) years after the completion of the grant period, and be produced and made available to the Council for inspection and reproduction, at the request of the Council.

7. The Council shall process a payment to the Participant for an amount not to exceed that stated above, after completion of the grant period and submission of the appropriate Council Final Report Form, which includes the Participant's financial report detailing expenditures of the Council's grant. The Final Report shall be due thirty (30) days after the completion of the grant period. Council reserves the right to cancel any grant for failure to complete the Final Report within the thirty day period stated above, unless arrangements for an extension have been made with the Council.

8. The Participant shall provide Council with documentation of the activities funded by the Council in this Agreement, including but not limited to, copies of publicity, printed materials, statements of credit, and where appropriate, photographs. These support materials shall be submitted with the Final Report. Where the Participant is awarded funds for an artistic product such as printing of a book or completion of a film or videotape, at least one copy will be made available to Council for viewing purposes to determine whether the terms of this Agreement have been met. Failure to comply with Council's request under this paragraph shall be grounds for the Council in its sole discretion to cancel or rescind this Agreement and any grants or monies due under it.

9. Credit and Publicity Requirements: By signing this Grant Agreement, Participant acknowledges that they have read and agree to the requirements outlined in the Logos and Branding page on the Ohio Arts Council's website (<http://oac.ohio.gov/brand>). The Participant agrees to all terms and conditions therein and agrees to comply with credit and publicity terms and conditions. Failure to comply with these requirements may jeopardize future funding as the Ohio Arts Council will review and confirm the grantee's past compliance with the credit and publicity requirements prior to approving any additional funding.

10. Grant funds awarded in this Agreement may not be used for brick-and-mortar activities, capital improvements, equipment purchases over \$1,000, hospitality costs, scholarship assistance, or out-of-state travel.

11. The Participant assures Council that direct efforts will be made to involve the community and that said program(s) for which grant funds have been awarded will not be offered for student credit.

12. The Council shall not be responsible or liable for any deficit arising from the Participant's program.

13. In the event the Participant ceases to program arts activities, other than for reasons described below in Article 14, and has previously received financial assistance from the Council, the Participant will reimburse the Council to the full extent of payments made by the Council pursuant to this Agreement.

14. If the Participant is unable to program arts activities during the grant period by virtue of any act or regulation of any public authority, or on account of events such as, but not limited to, war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the Participant's control, the Council shall still be obligated to make the payment required herein, to the extent that the Participant has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.

15. The Participant shall notify all persons with whom the Participant contracts that the Participant shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Council. The Participant hereby agrees to and does assume all risk of claims heretofore or hereafter arising, known, or unknown, from any matters relating to this Agreement, and in addition, agrees to save the State harmless from possible copyright infringements or other claims relating to or growing out of this Agreement or conduct which takes place arising under it. The Council can, at its own option, require the Participant to execute written contracts with those persons, or entities with whom the Participant deals. Council can require all contracts be submitted to it for its review and approval at any time it may deem advisable, and this approval shall apply to all contracts under this clause.

16. The Participant agrees to hold the Council and the State of Ohio harmless from any claims of any kind for injuries or damages which result from the making of any arrangement for said arts programs or in the performance of said program.

17. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program, activity, or service on the basis of race, color, religion, sex, national origin, disability, ancestry, or age. The Participant further agrees not to discriminate against any employee or applicant for employment to be hired in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability, ancestry, or age.

18. The Participant herewith assures the Council that (1) all professional performers and related or supporting professional

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personnel employed on projects or productions which are financed under this Agreement will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities; (2) no part of any project or production which is financed under this Agreement will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the persons engaged in such project or production. Compliance with the safety and sanitary laws of the State of Ohio shall be prima facie evidence of compliance. The Participant also agrees to comply with, and not to violate, other laws, state or federal, including those covering health, safety and welfare, but without limitation thereto.

19. The Participant shall not assign this Agreement or any part thereof without the written consent of the Council.

20. The Participant agrees that each of the covenants of the Council contained herein is dependent upon the fulfillment of all the conditions and covenants of the Participant contained herein.

21. If any provision of this Agreement should be held invalid by a Court of the State of Ohio, all other provisions shall nevertheless be in effect and binding upon the parties.

22. This Agreement, including agreements incorporated by reference, is to be governed by the laws of the State of Ohio, and venue shall be proper in Franklin County, Ohio, in the Courts of the State of Ohio.

23. The acceptance of the terms of this Agreement has been authorized by the governing body of the Participant and the undersigned representative has been authorized to act for the Participant in the administration of this Agreement.

In witness hereof, the parties affix their signatures to this Agreement executed in triplicate on the day and year first above mentioned.

**State of Ohio - Ohio Arts Council**

**Participant**

By: *Donna S. Collins*

Donna S. Collins  
Executive Director

By:  
Title:  
Print Name:  
EIN:

\*To be signed by the Chief Administrative Officer. This must be a person authorized to execute binding contracts with other entities. This Grant Agreement should not be signed by the Project Director if he/she does not have the authority to sign legal documents for the organization.

