

RESOLUTION NO.: 134-2023
INTRODUCED BY: Mayor and All of Council

A RESOLUTION ACCEPTING AN AMERICAN RESCUE PLAN ACT ("ARPA") FIRST RESPONDER RETENTION GRANT AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY FOR ACCEPTANCE OF THE GRANT.

WHEREAS, under ARPA, more than 10,000 law enforcement officers, fighters, and E.M.S. personnel from 309 agencies will receive approximately \$35 million in this round of funding, and the program is funded as part of the \$250 million in ARPA funding that Ohio Governor DeWine and the Ohio General Assembly dedicated to first responders to help counter various harmful effects of the COVID-19 pandemic, including increased stress and decreased staffing levels;

WHEREAS, the Richmond Heights Division of Fire received notification that it has been awarded a grant totaling \$77,089.00 (the "Grant") as part of the First Responder Recruitment, Retention and Resilience Program for employee retention incentives;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to accept the Grant set forth in the preamble to this Resolution on behalf of the City and is authorized to enter into an agreement with the Ohio Emergency Management Agency, a copy of which Grant Agreement is attached as Exhibit "A" hereto and incorporated herein.

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

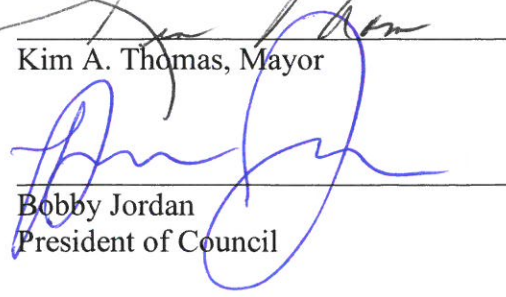
Section 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 10, 2023

APPROVED: October 10, 2023


Kim A. Thomas, Mayor

ATTEST: Donnie L. Hunter
Donnie L. Hunter
Clerk of Council


Bobby Jordan
President of Council

OHIO EMERGENCY MANAGEMENT AGENCY GRANT AGREEMENT						
Subrecipient Grant Agreement #	Subrecipient Vendor ID #	Federal Pass-Thru #	AL #	State Fund #	State Grant #	
AFRR-518-RET	68075	N/A	21.027	5C3V	DPSFE270	
ARPA First Responder Wellness, Recruitment, Retention & Resiliency		Total Award		Performance Period		
Richmond Heights Fire Department		\$77,089.00		07/01/2022 – 12/31/2024		
Subrecipient Signatory Office/Address		Redipient Office/Address				
Name/Title	Marcel Neumann, Chief	Name	Sima S. Merick, Executive Director			
Agency	City of Richmond Heights	Title	Ohio Emergency Management Agency			
Address1	26789 Highland Rd	Phone	2855 W. Dublin-Granville Road			
City, St, Zip	Richmond Heights OH 44143	City, St, Zip	Columbus OH	43235-2206		
Grant Award Requirements						
General Requirements: 1. This Grant Agreement must be signed, dated and returned with original signature to the Ohio EMA Grants Branch, via email, within thirty (30) days upon receipt. 2. Signatory of this Grant Agreement must have authority to obligate the Subrecipient. 3. Signatory attests all individuals receiving retention incentive payments through this grant are public sector employees and their first date of employment was on or before June 17, 2022. 4. Signatory attests all salary calculations are for those eligible individuals on June 17, 2022 whose annual base salary does not include any non-contractual overtime expenses, fringe benefits or other special-duty payments. 5. Subrecipient agrees to disburse retention incentive payments to all individuals within thirty (30) days of receipt of funds from Ohio EMA unless extenuating circumstances prevent agency from disbursing funds within this timeframe and such exception is approved by Ohio EMA. 6. Subrecipient agrees to submit Retention Incentive Verification form to Ohio EMA within thirty (30) days of disbursement of retention incentive payments to eligible individuals. 7. Subrecipient agrees to return overpayments to Ohio EMA within thirty (30) days of notification by Ohio EMA. Federal Requirements 1. Signatory attests all individuals receiving retention incentive payments under this Grant Agreement were at risk of separating employment from the agency due to the impact of the COVID-19 pandemic. 2. Ohio EMA reserves the right to request additional documentation and/or information prior to disbursement and may deny disbursement if it is determined that the Subrecipient's intended disbursement does not comply with state or federal grant requirements. 3. Subrecipient affirms that funds will be disbursed to eligible individuals as designated within thirty (30) days of receipt of funds from Ohio EMA. 4. Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) 200 Subpart E, as applicable, and, as amended. a. Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds. b. Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise. c. Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, and shall specify the changes and justification.						

State Requirements: 1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all submitted application forms and budget, and the signed Grant Agreement has been returned to Ohio EMA. 2. Subrecipient agrees to submit any proposed revision to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision. 3. Ohio EMA will disburse funds to the subrecipient upon verification of the approved subrecipient staff roster and receipt of a signed Grant Agreement. Subrecipient will submit a Retention Incentive Verification form to include proof of disbursement in total to eligible individuals within thirty (30) days of receipt of funds from Ohio EMA. 4. Ohio EMA reserves the right to request additional documentation and/or information prior to disbursement and may deny disbursement if it is determined that intended disbursement does not comply with state or federal grant requirements. 5. Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding. 6. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA. 7. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA. 8. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA or Ohio Department of Public Safety. 9. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid. 10. In the event the Subrecipient fails to utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive. 11. Subrecipient may request a review of any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final. 12. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch. 13. Funds not expended and disbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated. 14. Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to Subrecipient pursuant to the payment terms of this agreement. 15. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to subrecipient's actions under this Agreement.	
Subrecipient Signatory Official	Grantee Signatory Official
Date	Date
Marcel Neumann, Chief City of Richmond Heights	 Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administering Agency
10/3/2023	