

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

December 15, 2015

**RESOLUTION APPROVING AGREEMENT BETWEEN NORTHEAST OHIO  
REGIONAL SEWER DISTRICT AND CLEVELAND PUBLIC LIBRARY FOR  
INSTALLATION OF GREEN INFRASTRUCTURE PROJECTS AT  
LANGSTON HUGHES AND GLENVILLE BRANCHES**

WHEREAS, The Northeast Ohio Regional Sewer District (“District”) has established a Good Neighbor Ambassador Program (“GNA”) dedicated to keeping those communities impacted by the District’s construction projects informed and updated while offering Good Neighbor Ambassadors readiness training and job search skills; and

WHEREAS, The District has designated two projects involving the Cleveland Public Library’s Glenville and Langston Hughes branches that it believes would assist in neighborhood revitalization and education of the residents of the City of Cleveland’s neighborhood of Glenville through the implementation of green infrastructure measures to remove stormwater from the combined sewer area; and

WHEREAS, The District has proposed installing rain gardens at each branch. The District estimates the rain garden at the Glenville Branch will cost \$15,237.75 and the rain garden at Langston Hughes will cost \$16,241.50. The District will utilize its own contractor to construct the projects and will pay all costs associated with the projects from grant funds it has received from the Cleveland Foundation; and

WHEREAS, The Board of Trustees of the Cleveland Public Library finds that it is in the best interests of the Cleveland Public Library and the community in the areas of the Glenville and Langston Hughes branches, to permit the installation of the rain gardens. Installation of the rain gardens will improve these properties and make them more environmentally responsible and will provide educational opportunities for the neighborhood; and.

WHEREAS, The Director of Property Management has reviewed the preliminary plans for the projects, and recommends that the Library enter into an agreement with the District in the form substantially in conformity with the attached agreement, for the construction of the rain gardens; now therefore be it

RESOLVED That the Cleveland Public Library Board of Trustees hereby authorizes the Executive Director, CEO or his designee, to negotiate and enter into an agreement with the Northeast Ohio Regional Sewer District in substantial conformity with the agreement attached to this Resolution which has been approved by the Chief Legal Officer, authorizing the Sewer District to construct rain gardens on the property of the Cleveland Public Library at the Glenville and Langston Hughes branches; be it further.

RESOLVED, That this Board hereby authorizes the Executive Director, CEO to execute and issue a construction right-of-entry or license to the Sewer District and/or its contractor authorizing them to enter Cleveland Public Library property for the purpose of constructing the rain garden projects, subject to approval of the Chief Legal Officer.



### NEORSD Good Neighbor Ambassador Program Description

The Northeast Ohio Regional Sewer District (NEORSD) has instituted the NEORSD Good Neighbor Program to provide outreach to better serve communities before, during and after major construction projects. Keeping residents informed, engaged and educated is the goal. Each major District project has a customized Good Neighbor Plan.

The NEORSD Ambassador Program was established as one part of the overall Good Neighbor effort. It was initially designed to support the NEORSD Good Neighbor Dugway Project in the Glenville community.

The NEORSD Good Neighbor Ambassador Program has the purpose of:

1. Providing outreach and support to residents impacted by District construction projects.
2. Providing job opportunities, experience and training for those serving as Ambassadors
3. Providing career counseling and job placement services to the Ambassadors
4. Promoting good will and public education about the District in the community.
5. Supporting neighborhood developmental initiatives and projects through collaboration and partnerships.

The NEORSD Good Neighbor Ambassador Program is designed to employ 7-10 individuals who are unemployed or underemployed. Ambassadors are familiar with the life in the community and understand firsthand what the needs are.

Ambassadors have paid positions with benefits (including tuition assistance), working 30 hours each week. The schedule provides for work in the community and time devoted to their training and education.

The goal is to secure full time employment, in a job with opportunities for advancement, within 12 months. Once an Ambassador is placed, another one will be recruited to replace that position, providing opportunities for a maximum number of participants.



Training and education of the NEORSO Ambassadors will include:

- NEORSO orientation and tours
- Cleveland and Glenville History
- Social media etiquette
- Financial literacy
- Safety training
- Conflict management
- Career awareness in utilities, unions and elsewhere
- Word/Excel/GIS and Email training
- Resume writing and Interviewing skills
- Work readiness: Appearance, punctuality; dress; and professional communication
- Toastmasters
- Team Building
- Presentation Skills
- GIS Training
- Crucial Conversations
- Organizing Training
- Tri-C Training

## **Task Order: Glenville Libraries Rain / Reading Garden Construction Documents and Specifications**

**Project Overview:** Rain / reading gardens will be constructed at the Langston Hughes and Glenville Branches of the Cleveland Public Library as an extension of the Northeast Ohio Regional Sewer District's (NEORS) Project Clean Lake green infrastructure initiative. The rain / reading gardens are funded through a grant to NEORS from The Cleveland Foundation through the Good Neighbor Ambassador program. At the Glenville Branch, a rain garden and reading garden will be constructed along the south side of the building, replacing an existing outdoor patio area adjacent to an existing catch basin within the yard. Along the southern side of the Langston Hughes Branch, a pair of rain gardens will be constructed at corresponding yard catch basins, with a reading garden design developed. Construction of the Langston Hughes reading garden will be dependent on the available construction budget. The Cleveland Public Library will assume maintenance and stewardship responsibilities of the finished sites.

This task order is being prepared by The Trust for Public Land (TPL) for the Northeast Ohio Regional Sewer District to approve the work associated with developing the construction documents and specifications for the Cleveland Public Library rain and reading gardens. In addition to Trust for Public Land staff time, a landscape architecture sub consultant will be hired. The landscape architecture consultant selected, Deru Landscape Architecture, will contract with The Trust for Public Land to develop the construction documents. As per The Trust for Public Land's existing contract with NEORS, the fee associated with this work will be reimbursed to The Trust for Public Land by NEORS.

At this time, it is anticipated that TPL and Deru will prepare the construction documents for the two sites, along with corresponding budget estimates for construction. Following completion of the drawings, NEORS will be responsible for obtaining bids and awarding a construction contract from a selected group of NEORS pre-qualified contractors. TPL and Deru will assist NEORS engineering and construction staff in the on-site construction administration and answering any questions that arise during the bidding process.

**Project Roles:** The following outlines the scope of work to be provided by The Trust for Public Land and Deru Landscape Architecture relative the rain / reading gardens' construction document production. The level of effort costs associated with each is based on the information known, and anticipated scope of services for the project as per the date associated with this task order. Should additional tasks be determined necessary by NEORS and The Trust for Public Land, an updated task order will be submitted for approval by NEORS prior to additional work being performed.

### The Trust for Public Land:

The Trust for Public Land will oversee the creation of design concepts, construction documents and specifications for the two Cleveland Public Library sites. The Trust for Public Land will contract with and oversee the management of Deru Landscape Architecture, the consultant selected to develop the construction documents. The Trust for Public Land will manage communication and reviews at 50%, 90%, 100%, and during bidding and construction between Deru and NEORS. The Trust for Public Land will lead any coordination efforts associated with the bidding of the project with the general contractor selected by NEORS.

**Level of Effort:** The level of effort associated with the work outlined above is based on the staffing parameters outlined in The Trust for Public Land's existing contract for this work with NEORS. It is based on the efforts listed above, and the work efforts discussed in conversations with NEORS staff to coordinate this work over the duration of the time period in which the construction documents will be produced. The staff time anticipated will result in a level of effort fee of \$2,500.

### **Trust for Public Land**

#### Deru Landscape Architecture:

Deru Landscape Architecture will become a consultant to The Trust for Public Land under the existing contract held with NEORS. Deru will be tasked with developing the conceptual designs in conjunction with NEORS staff, creating construction document plans for the sites, details for the elements involved in its layout, and

specifications. Deru will work closely with The Trust for Public Land to ensure that the final plans reflect the desires of NEORS and the construction budgets as per the grant from The Cleveland Foundation. Deru will submit a design and budget review at the 50%, 90% and 100% stages. These will be approved by both The Trust for Public Land and NEORS upon their submittal prior to moving into the next phase of the plan's development. Construction administration, submittal review, etc. will be provided.

**GOOD NEIGHBOR AMBASSADOR  
SIGNATURE PROJECT GRANT AGREEMENT**

**BY AND BETWEEN**

**THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**CLEVELAND PUBLIC LIBRARY**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the Northeast Ohio Regional Sewer District (the “District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 310-15, adopted by the District’s Board of Trustees on December 3, 2015 (Exhibit “A”), and the Cleveland Public Library (“CPL”), organized and existing as a political subdivision of the State of Ohio, pursuant to the authority of Resolution No. \_\_\_\_\_, passed by the CPL’s Board of Trustees on \_\_\_\_\_ (Exhibit “B”).

**RECITALS:**

WHEREAS, pursuant to Ohio Revised Code Section 6119.06 (F), the District is authorized to make grants to political subdivisions for the acquisition or construction of water resource projects; and

WHEREAS, the District has established a Good Neighbor Ambassador (“GNA”) program dedicated to keeping those communities impacted by the District’s construction projects informed and updated while offering Good Neighbor Ambassadors (“GN Ambassadors”)

employed by the District job readiness training and job search skills; and

WHEREAS, the District has designed various projects to assist in neighborhood revitalization and education of the residents in the City of Cleveland's Glenville community through the implementation of green infrastructure measures to remove stormwater from the combined sewer area ("the GNA Signature Projects"); and

WHEREAS, pursuant to Resolution No. 249-14, adopted by the District's Board of Trustees on October 15, 2014, the District accepted grant funding from The Cleveland Foundation to be used for neighborhood revitalization efforts in the combined sewer area involving green infrastructure implementation and education for homeowners and local businesses; and

WHEREAS, the CPL has agreed to permit the District to install green infrastructure demonstrations of permeable paver patios and sidewalks, rain gardens, and educational signage at the Glenville Branch located at 11900 St. Clair Avenue, Cleveland and the Langston Hughes Branch located at 10200 Superior Avenue, Cleveland (the "CPL Projects") as described in the project summary which is attached hereto and incorporated by reference as Exhibit "C"; and

WHEREAS, the District has determined that the CPL Projects will promote the purpose of the grant provided by The Cleveland Foundation to provide neighborhood revitalization efforts in the District's combined sewer area involving green infrastructure implementation and education for homeowners and local businesses.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:



**ARTICLE 1.**

**DISTRICT GRANT**

The District hereby agrees to encumber a GNA Signature Project grant for the CPL Projects in an amount not to exceed Thirty-One Thousand Four Hundred Seventy-Nine and 25/100 Dollars (\$31,479.25) as follows:

Glenville Branch: Fifteen Thousand Two Hundred Thirty-Seven and 75/100 Dollars (\$15,237.75)

Langston Hughes Branch: Sixteen Thousand Two Hundred Forty-One and 50/100 Dollars (\$16,241.50)

- 1.1 Location. The CPL Projects shall be performed within the District’s combined sewer service area, specifically at CPL’s Glenville Branch located at 11900 St. Clair Avenue, Cleveland and Langston Hughes Branch located at 10200 Superior Avenue, Cleveland (collectively, the “Branches”).
- 1.2 Green Infrastructure Design and Construction. The CPL Projects shall be designed and constructed by the District using green infrastructure (“GI”) measures to remove stormwater from the combined sewer system.
- 1.3 Compliance with Title IV, the District’s Combined Sewer Code. The District shall design and construct the CPL Projects to ensure compliance with Title IV of the District’s Code of Regulations.
- 1.4 Grant Funds. The GNA Signature Program grant funds shall be provided by the District directly to the District’s design engineer and construction contractor. Any funds not expended for the purposes agreed to by the District and CPL shall remain with the District.

**ARTICLE 2.**

**DISTRICT’S OBLIGATIONS**

The District agrees to perform as follows:

- 2.1 Grant Administration. Provide oversight and final approval for project scope of work, schedules, changes, recordkeeping, reports, budgets, accounting, and any and all activities related to expenditure of grant funds in accordance with the terms and conditions of this Agreement. The District shall be solely responsible for paying all contractors and design professionals, and the District shall obtain lien waivers from all contractors and design professionals. If the grant funds are

insufficient to cover the cost of the work described herein, then the District shall be solely liable for the deficit.

- 2.2 Pre-Construction. Before the District may commence work on the CPL Projects, the District shall develop and submit for CPL's approval the following: 1) designs for the CPL Projects; 2) a timeline for completing the CPL Projects; 3) a plan for staging at both of the CPL Projects; and 4) a safety plan to be implemented at both projects.
- 2.3 Safety. The District shall ensure that the worksites of both CPL Projects are secured according to the jointly approved safety plan referenced above. The District shall also, at all times during the duration of construction, maintain safe access points to the Library for patrons and staff. If the District fails to adhere to the safety plan or CPL otherwise reasonably believes that the work poses a safety concern to the public or CPL's patrons, then CPL may halt or suspend the CPL Projects until such time as the safety concern is adequately addressed.
- 2.4 Permitting Requirements. The District shall obtain all necessary permits in order to construct the CPL Projects. If the District's agents or employees will need to be present on neighboring property in order to construct the CPL Projects, then District shall obtain all necessary permissions from neighboring property owners.
- 2.5 District Approvals. The District shall: (i) inspect and approve in writing any and all components of the CPL Projects to determine compliance with the plans and specifications of the CPL Projects; and (ii) approve or disapprove in writing any changes to the CPL Projects proposed by CPL.
- 2.6 Design and Construction. The CPL Projects shall be designed and constructed by the District using GI measures to remove stormwater from the combined sewer system, and in accordance with the standard of care and skill ordinarily exercised by members of the same profession with equivalent expertise with similar projects currently practicing in their respective fields. The District shall provide all materials, plants, fixtures, and labor necessary for the successful completion of the Projects. Upon completion of the CPL Projects, the District shall provide CPL copies of as-built drawings of the CPL Projects. The District shall also remove all excess and unused materials from the locations described in Section 1.1 above upon completion of the CPL Projects.

- 2.7 Contractors. The District shall ensure that any contractors hired by the District to carry out part or all of the work on the CPL Projects are duly licensed in the State of Ohio, bonded, and insured. The District shall also ensure, to the extent that contractor carries out duties herein imposed on the District, that such contractor adheres to the terms of this Agreement.
- 2.8 Insurance. At all times during the term of this agreement, the District shall ensure that District's contractor maintains, with a company authorized to do business in the State of Ohio, a comprehensive commercial general liability insurance policy with total coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate which may be obtained through the combination of a general liability policy and an excess/umbrella policy. The contractor's comprehensive liability insurance policy shall contain endorsements or provisions waiving the insurers' rights of subrogation against CPL, and the District shall name the Board of Trustees of the Cleveland Public Library, its officers and employees, as additional insureds on its liability insurance. Prior to the commencement of the Term of this Agreement, District shall deliver to CPL a certificate of insurance and additional insured endorsements to such policy (all in form and substance acceptable to CPL), evidencing the insurance coverage required hereunder.
- 2.9 Damage to CPL Property. During the construction of the CPL Projects, the District shall be responsible for any and all damage and injury to persons and CPL's property occurring as a result or in connection to the CPL Projects whether or not such damage is caused by the District, its employees, agents, or contractors.
- 2.10 Public Acknowledgment. Acknowledge the CPL in presentations or publications related to the CPL Projects.

### **ARTICLE 3.                  CPL'S OBLIGATIONS**

CPL agrees as follows:

- 3.1 Design and Construction of GI Measures. CPL shall authorize the District to install the CPL Projects in accordance with the jointly-approved plans and drawings and authorize the District to provide on-site construction inspection and oversight as necessary. CPL and the District shall coordinate to allow sufficient time for CPL to review and provide comments related to the design documents and inspect the construction work.

- 3.2 Operation and Maintenance. Once constructed, CPL shall remain responsible for the operation and maintenance of the CPL Projects for the design life expectancy of the CPL Projects which shall be for a minimum of ten years, unless maintaining the CPL Projects poses a burden on the future of CPL's operations and/or sustainability, or CPL in good faith decides to change its use of either Branch or to transfer either Branch to a third party, whichever occurs first. If CPL sells or otherwise transfers either Branch, then CPL shall, in good faith, negotiate with the buyer or transferee for their agreement to maintain the CPL projects for the remainder of the design life expectancy. CPL and the District shall jointly develop the operation and maintenance manuals for the CPL Projects' GI measures prior to completion of construction. An annual operation and maintenance inspection report for the CPL Projects shall be submitted by CPL to the District annually by April 1<sup>st</sup> following completion of construction for the design life expectancy of the project. CPL shall use the reporting form supplied by the District, which will complement the Operation and Maintenance manual developed jointly by the District and CPL.
- 3.3 Inspection of the CPL Projects. CPL shall permit the District to periodically and with notice inspect the CPL Projects for the life of the completed projects. If the District determines the CPL Projects are not being properly maintained, the District shall notify CPL of such in writing. CPL shall provide the District with a maintenance plan to address maintenance issues and shall make such corrections within 60 days of receipt of the District's written notice.
- 3.4 Educational Signage. CPL shall coordinate the educational signage content and placement with the District. The initial installation of the educational signage shall be completed by the District and included as an allowable expense under the grant funding. CPL shall maintain the signage at CPL's cost so long as the CPL Projects are in place and CPL occupies the premises. CPL shall acknowledge the participation of the District in the signage content.
- 3.5 Access to the CPL Projects Sites. CPL shall issue to the District a license allowing the District reasonable access to CPL property to perform design, construction, and inspection of the CPL Projects. District acknowledges that CPL reserves the right to revoke or suspend said license in the interest of the health, safety, and wellbeing of its Patrons and operations. CPL shall immediately notify the District of any changes or termination of CPL's access rights in CPL Projects site. In the event that CPL is required to vacate the premises on which the CPL Projects are located, CPL shall provide the District with a plan for relocation of the CPL Projects if relocation is possible or practicable. In the event that relocation is neither possible nor practicable, at the District's sole discretion, this

Agreement may be assigned to a successor owner or occupier of the CPL Project sites only in accordance with Article 4.7 of this Agreement. Failure to comply with this provision shall be considered a default under this Agreement, pursuant to Article 6 herein.

- 3.6 Public Acknowledgment. Acknowledge the District in presentations or publications related to the CPL Projects.

#### **ARTICLE 4.                  MISCELLANEOUS**

- 4.1 Limit of Commitment. This grant is made with the mutual understanding that the District's commitment is only limited to the terms herein, and CPL has no expectation and the District has no obligation to provide other or additional support of any kind, including maintenance, for the CPL Projects.
- 4.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the District and CPL, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 4.3 Term. The term of this Agreement shall begin as of the date first above written, and shall be in effect for a period not less than ten (10) years from the date of completion of the CPL Projects.
- 4.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement. Faxed signatures or signatures in PDF copies transmitted via email will be deemed original signatures for all purposes.
- 4.5 Authority to Execute. Each person executing this Agreement represents and warrants that he is duly authorized to execute this Agreement by the party on whose behalf he is so executing.
- 4.6 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 4.7 Prohibition on Assignment and Subcontracting. Neither District nor CPL may assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the

District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

- 4.8. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 4.9. Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

**ARTICLE 5.**                    **DEFAULT OF GRANT OBLIGATIONS**

- 5.1 Failure of CPL or the District to meet any of the requirements contained in this Agreement may result in termination of the Agreement.

**ARTICLE 6.**                    **NOTICES**

- 6.1 All notices delivered hereunder shall be made by email or regular U.S. mail to the following:

DISTRICT

Anthony Body  
Good Neighbor Ambassador Supervisor  
3900 Euclid Avenue  
Cleveland, OH 44115  
bodya@neorsd.org

CPL

Director of Property Management  
325 Superior Ave., N.E.  
Cleveland, OH 44114  
(216) 623-2845

**ARTICLE 8.**                    **EXHIBITS**

- Exhibit A - District Resolution No. 310-15  
Exhibit B - CPL Resolution No. \_\_\_\_\_  
Exhibit C - Project Summary

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_

Julius Ciaccia  
Chief Executive Officer

BY: \_\_\_\_\_

Darnell Brown, President  
Board of Trustees

**CLEVELAND PUBLIC LIBRARY**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The Legal Form and Correctness of this Instrument are hereby Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

This Instrument Prepared By:  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.