

**OHIO ENVIRONMENTAL PROTECTION AGENCY
SURFACE WATER IMPROVEMENT FUND
GRANT AGREEMENT**

PREAMBLE

This Grant Agreement ("Agreement") is made by and between the Director of Environmental Protection ("Director"), on behalf of the Ohio Environmental Protection Agency ("Ohio EPA"), and the Grantee identified in the Surface Water Improvement Fund Award Summary, ("Award Summary"), and Grantee's agents, successors and assigns. The Award Summary is affixed in front of this Agreement and incorporated herein by reference as if fully rewritten. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as "the parties" or individually as "party").

In consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Grantee agree as follows:

ARTICLE I

Designees / Communications

1. **(Project Representative)** Grantee shall coordinate all work with Ohio EPA, through Grantee's designee, who shall be known as the "Project Representative," who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Representative shall be the person identified as such in the Award Summary. Grantee may designate different Project Representatives throughout the term of this Agreement by providing written notification to the Grant Coordinator.

2. **(Grant Coordinator)** Ohio EPA shall coordinate all work with Grantee through the Director or the Director's designee, which designee shall be known as the "Grant Coordinator," who shall have the authority to evaluate Grantee's performance under this Agreement and such other authorities as set forth in this Agreement. Any questions or disputes regarding the duties and obligations of Grantee shall be resolved by the Director or the Grant Coordinator. The initial Grant Coordinator shall be the person identified as such in the Award Summary. The Director, through the Division of Surface Water, may designate a different Grant Coordinator throughout the term of this Agreement by providing written notification to the Project Representative.

3. **(Communications)**

- a. Except as provided elsewhere in this Agreement, all notices, requests, submittals, or other communications or payment request shall be in writing and shall be hand-delivered or mailed first class, postage pre-paid, to the Project Representative or

Grant Coordinator. Notwithstanding the above, the Grant Coordinator may require that any such notices, requests, submittals, or other communications also be provided by electronic mail or storage media, as such is compatible with that used by Ohio EPA.

- b. All notices, requests, submittals, or other communications shall be effective upon the date of receipt by the person to whom such notice, request, submittal, or other communications is addressed. Either party may change the person to whom and/or the address at which, notices, requests, submittals or other communications are to be delivered by providing written notice of such new person and/or such new address to the Grant Coordinator or Project Representative.

ARTICLE II

Effective and Project Closure Dates / Scope of Work Documents / Publications

4. **(Effective and Project Closure Dates)** This Agreement is effective and binding upon the parties on the date when the last required signature is affixed hereto. The project, as identified in Appendix A, Appendix B and as generally described in the attached portions of the grant application (which is also known as the Project Work Plan), which aforementioned documents are attached hereto and incorporated by reference herein as if fully rewritten, shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding said Project Closure Date, the last quarterly fiscal and semi annual technical reports shall be submitted by the date set forth in Paragraph 19 of this Agreement; responses pursuant to evaluations shall be submitted within the time established by Paragraph 22 of this Agreement; and the Closing Reports shall be submitted by the date set forth in Paragraph 23 of this Agreement. The Project Closure Date shall not be extended except upon written, signed consent by the Project Representative and the Grant Coordinator. Any such written signed consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Grantee for project work performed outside of the terms of this Agreement.

5. **(Scope of Work)** Grantee is responsible for ensuring the performance of and/or compliance with, its duties and obligations arising under this Agreement. Grantee shall successfully perform and complete: a) the work, activities, and requirements set forth in this Agreement; and b) the work, activities, and requirements set forth in Appendix A, Appendix B and as generally described in the attached portions of the grant application.

6. **(Documents Property of Ohio EPA)** Grantee shall, at the written request of the Grant Coordinator, provide to Ohio EPA three copies of any documents, information, photographs, software and all other materials and property prepared, developed, created or discovered by Grantee under or related to this Agreement, whether grant or non-federal match monies were expended in whole or in part.

7. (Publications)

- a. The federal government and Ohio EPA reserve a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose or otherwise use, and to authorize others to use, in whole or in part, for State and federal purposes: i) the copyright in any work developed under this Agreement; and ii) any right of copyright to which Grantee purchases ownership with grant monies.
- b. All products published under this Agreement, including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage treatment system plans, design reports, project reports, etc., shall provide acknowledgment to Ohio EPA as follows:

This product or publication was financed in part or totally through a grant from the Ohio Environmental Protection Agency under the provisions of the Surface Water Improvement Fund. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this product or publication are those of the authors and have not been subject to any Ohio Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of the Ohio Environmental Protection Agency and no official endorsement should be inferred.

- c. Grantee shall submit any product/publication to the Grant Coordinator at least thirty (30) days prior to the anticipated publication/distribution date.

ARTICLE III

Award Amount / Payments / Unspent Grant Monies / Expenditures of Grant Monies

8. **(Award Amount)** Pursuant to the terms of this Agreement, Ohio EPA hereby awards a Surface Water Improvement Fund Grant, ("grant"), in the amount identified in the Award Summary, to Grantee, which amount ("grant monies") shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Grantee. Ohio EPA shall make no payments on behalf of Grantee into any fringe benefit program, medical insurance plan, worker's compensation fund or unemployment compensation fund available to employees of Grantee. Ohio EPA is hereby released from any and all liability for injury received by Grantee, its employees, agents, or subcontractors while performing tasks, duties and obligations set forth in this Agreement.

9. (Payments)

- a. The first payment shall not be made until all parties hereto have executed this Agreement, and Grantee has submitted a written statement that Grantee is ready to

begin work requiring the expenditure of grant monies, documentation demonstrating that Grantee's organization is adequately bonded for the entire amount of the grant and a payment request form with authorized signature has been submitted to Ohio EPA. Each succeeding payment shall not be made until Ohio EPA determines that Grantee has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the quarterly fiscal and semi-annual technical reports required under this Agreement, and upon submittal of the payment request form with authorized signature. The last ten percent (10%) of the total portion of the grant award shall only be reimbursed to Grantee upon satisfactory completion of the project and submission to Ohio EPA of approvable Closing Reports and final payment request form, with authorized signature.

- b. The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and invoiced. If, at the time of payment request is made, Grantee has a cash balance from previous payments, the payment amount will be reduced by the amount of the cash balance.
- c. A payment request is not proper if it contains a defect or impropriety. Ohio EPA shall notify Grantee of any defect or impropriety.

9a. (Working Capital Advance Payments)

- a. The initial request for working capital advance payment may be submitted along with the formal acceptance of this Agreement and shall be limited to the minimum amount needed for the first ninety (90) days of the project. Subsequent requests shall be limited to payment for costs incurred and invoiced. If, at the time payment request is made, Grantee has a cash balance from an initial advance, the payment amount will be reduced by the amount of the cash balance.

10. (Unspent Grant Monies) Upon expiration or termination of this Agreement, Ohio EPA will invoice Grantee for all unspent grant monies. Within thirty (30) days after the invoice date, Grantee shall return all unspent grant monies awarded under this Agreement, to Ohio EPA. Checks shall be marked "Fund 5Y30 Unspent Grant Monies from Grant No. _____," and shall be made payable to the Treasurer of the State of Ohio and mailed to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049.

11. (Expenditures of Grant Monies) The expenditures of grant monies shall be pursuant to and consistent with this Agreement, Appendix A, Appendix B and the attached portions of the grant application.

12. (Expenditures prior to effective Date of this Agreement) Grantee shall not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to the effective date of this Agreement as specified in Article II, Paragraph 4.

ARTICLE IV
Accounting / Records / Retention / Access / Audit

13. **(Separate Accounting)** Grantee shall establish and maintain separate accounting records for the management of grant monies awarded under this Agreement, consistent with generally accepted accounting practices and Ohio EPA directives.

14. **(Supporting Records)** Grantee shall be responsible for the expenditure of grant monies awarded under this Agreement, and for maintaining adequate supporting records and documentation for such expenditures, consistent with generally accepted accounting practices. Support records and documentation, which shall include contracts, invoices, vouchers and other data as appropriate, shall provide:

- a. An accurate, current and complete accounting of all financial transactions for the project;
- b. Identification of the source and expenditure of grant monies awarded under this Agreement;
- c. Control and accountability for all grant monies awarded under this Agreement, property and other assets and written assurance that grant monies awarded under this Agreement are used solely for the authorized purpose;
- d. A comparison of actual costs versus budgeted amounts;
- e. Procedures for determining allowable, allocable, and reasonable costs;
- f. A systematic method to resolve audit findings and recommendations; and
- g. Procedures to ensure prompt disbursement of grant monies awarded under this Agreement, upon receipt of such monies.

15. **(Record Retention)** In a manner not less stringent than 40 CFR Section 31.42, Grantee shall keep full and complete documentation of all fiscal accounting, and any other record or document required by this Agreement, on file for three (3) years after the Project Closure Date. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing such documentation to be readily located.

16. **(Access to Records)** During the term of this Agreement and until three (3) years after the Project Closure Date or as extended pursuant to Paragraph 15 of this Agreement, Grantee shall provide Ohio EPA and the State of Ohio, their 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 and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following written request, any books, documents, papers and records of Grantee involving transactions or other activities

related to this Agreement. Grantee shall, for each subcontract, require its subcontractor to agree to the same provisions of Paragraphs 13 to 18, inclusive, of this Agreement.

17. **(Audit)** Ohio EPA (or its designee), in accordance with this Agreement, shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.

18. **(Additional Auditing Requirements)** Grantee shall:

- a. By June 15 of each year, inform Ohio EPA in writing if Grantee is not required to perform a single audit, as such audit is required in OMB Circular No. A-133;
- b. Upon written request, inform Ohio EPA in writing whether the project is to be audited as a major using the risk-based approach or, if not, bear the cost of having the project audited as such;
- c. Inform Ohio EPA in writing when an audit is conducted under OMB Circular No. A-133, and submit to Ohio EPA not later than forty-five (45) days of completion of the audit, all associated documents, including but not necessarily limited to, schedules, findings and questioned costs, and management letters; and
- d. Resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA, and follow up on such findings as directed.

ARTICLE V

Reports / Evaluations / Recipient of Fiscal Reports

19. **(Quarterly Fiscal and Semi Annual Technical Reports)** Grantee shall submit the quarterly fiscal and two (2) copies (one signed original and one electronic copy) of the semi annual technical reports summarizing project activities before the thirtieth (30th) day following the quarter or semi annual period, respectively. Grantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit reports as required will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.

20. **(Maintenance of Best Management Practices)** If the installation of best management practices ("BMPs") is funded under this grant, within ninety (90) days after the effective date of this Agreement Grantee shall provide the Grant Coordinator written documentation of:

- a. The anticipated useful life period, in terms of years, of the BMPs implemented pursuant to this Agreement; and
- b. Assurances that said BMPs will remain in place and be maintained throughout the identified anticipated useful life period.

Failure to provide the above BMP documentation within the prescribed period may result in delayed processing of payment requests. BMP installation costs incurred prior to submittal of the above documentation may be ineligible for reimbursement under this Agreement.

21. **(Workshops)** Grantees shall attend any Ohio EPA Surface Water Improvement Fund workshops scheduled after the start date of the project. Scheduled workshop dates will be forwarded to the Project Representative by Ohio EPA.

22. **(Evaluations)** The progress of the project may be evaluated from time to time by Ohio EPA, whose goal is to ensure that progress achieved by the project is consistent with the goals, objectives and schedules of activities set forth in this Agreement, Appendix A, Appendix B and as generally described in the attached portions of the grant application. After any such evaluation, Ohio EPA may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of said evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

23. **(Closing Reports)** Closing fiscal summary and technical reports (together referred to as "Closing Reports") shall describe all fiscal activities and all technical activities and accomplishments covering the term of this Agreement. The Closing Reports shall integrate and add to all previously submitted fiscal and technical reports. Closing Reports shall use the most recent reporting format provided by Ohio EPA and be submitted within forty-five (45) days after the Project Closure Date.

24. **(Submittal of Reports)** Notwithstanding any other conditions of this Agreement, all fiscal, technical and closing reports required under this Agreement shall be submitted to:

Ohio EPA - Division of Surface Water
Surface Water Improvement Grant
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Grants Administrator ~ Division of Surface Water

ARTICLE VI **Termination Activities**

25. **(Suspension / Termination by Director)** The Director, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of grant monies awarded under this Agreement, including interest which may have accrued on such grant monies, if in the Director's judgment a) Grantee failed to satisfactorily perform any duty or obligation required by this Agreement; b) Grantee has not shown the ability to perform in a satisfactory manner in the future; c) Grantee has not complied with federal or state laws or regulations; d) the effective performance of this Agreement is substantially endangered; e)

there is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or f) upon other just cause.

26. **(Cessation of Activities)** Grantee, upon receipt of notice to suspend or terminate this Agreement, shall immediately cease all work under this Agreement, including work undertaken by subcontractors, shall take all necessary and appropriate measures to cease the incurring of debts, and shall, within thirty (30) days of receipt of such suspension or termination notice, submit a written report identifying and detailing the work performed to that date, accomplishments, evaluation of project work plan activities, and such other matters as may be required by the Director.

27. **(Mutual Termination)** Upon mutual written, signed consent of all parties, a party may terminate all or part of this Agreement pursuant to the provisions of said mutual consent. In such an event, Grantee shall submit a request for payment which will be reviewed pursuant to this Agreement.

28. **(Legal and Equitable Remedies.)** The Director reserves the right to seek any and all other available legal and equitable remedies.

ARTICLE VII **General Provisions**

29. **(Supersedence/Modification)** This Agreement is the complete agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement, including, but not limited to, the Project Work Plan, may not be modified, amended or supplemented except upon written, signed consent by the parties to this Agreement, provided that any such modification, amendment or supplementation shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA's authority to enter into agreements. A waiver by any party of any breach or default by the other party shall not constitute a continuing waiver by such party of any subsequent act in breach or default hereunder.

30. **(Certification of Funds)** To the extent that this Agreement involves the expenditure of money chargeable to an appropriation, this Agreement and the financial obligations of Ohio EPA hereunder are subject to Ohio Revised Code Section 126.07, which provides that contracts (agreements) involving such expenditures are not valid and enforceable unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. The expenditure of funds pursuant to this Agreement is further contingent upon the approval by the Controlling Board, if such approval is required by Ohio Revised Code Section 127.16.

31. **(Biennium Limitations)** This Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to Ohio EPA by the Ohio General

Assembly for this project. Unless terminated pursuant to Article VI of this Agreement, this Agreement shall be renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains unpaid, provided that both an appropriation of unpaid funds and the certification required by Ohio Revised Code Section 126.07 are made, and provided further that the term of the payments shall not extend beyond the termination date noted on the Award Summary, unless Ohio EPA and the Grantee agree in writing to payments beyond the termination date noted on the Award Summary.

32. (Non-assignability) All of the provisions of this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective agents, successors and assigns; provided, however, neither party may assign any of its respective duties and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, if any, shall operate to release Grantee from its liability for the performance of its duties and obligations under this Agreement.

32a. (Binding of Subcontractors) Grantee shall bind its subcontractors to the terms and conditions of this Agreement, so far as applicable to the work of the subcontractors and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.

33. (Subcontract) For contracts which total more than \$10,000 per subcontractor, Grantee shall not subcontract its duties and obligations hereunder without the prior written, signed consent of the Grant Coordinator.

34. (Governing Law) This Agreement and any claims arising out of this Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of the State of Ohio shall be deemed void and of no effect. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

35. (Severability) The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

36. (Grantee Liability) Unless b. is checked, Paragraph a. is applicable.

- a. Grantee is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of Ohio EPA or the State of Ohio. Grantee agrees to indemnify, save and hold the State of Ohio and Ohio EPA harmless and immune from any and all claims resulting from or arising out of any negligent or wrongful act or omission of Grantee or Grantee's employees, subcontractors, agents or representatives in the performance of the duties and

obligations of this Agreement. Grantee agrees to defend against any such claims if called upon by the State of Ohio to do so. Grantee shall bear all costs associated with any defense.

(The language below is for use in agreements with state institutions or agencies and departments, such as The Ohio State University and Ohio Department of Natural Resources.

[] b. Grantee is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of Ohio EPA. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. Each party to this Agreement must seek its own legal representative and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.

37. (Ohio EPA Liability Limited) Ohio EPA's liability to Grantee for damages, whether in contract or in tort, shall not exceed the total amount of grant monies awarded under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Grantee for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by the fault or negligence of Grantee, or its agents successors or assigns.

38. (Hiring Responsibility) Grantee shall be solely responsible for the hiring of all its employee(s), contractor(s), agent(s), and representative(s). Grantee states and shall ensure and warrants that all personnel involved in the performance of this Agreement shall be properly qualified, trained, competent, and experienced to perform their duties and obligations required hereunder, and shall be, where applicable, appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training to Grantee to enable it to perform its duties and obligations required hereunder

39. . (Non-discrimination)

- a. Pursuant to Ohio Revised Code Sections 125.111 and 4112.02, Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

- b. Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, national origin, disability, age, or ancestry.
- c. As required by Ohio Revised Code, 125.111(B), Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity / Affirmative Action Unit of the Department of Administrative Services.

40. **(Compliance)** In the performance of the duties and obligations under this Agreement, Grantee shall comply with all applicable:

- a. Ohio Governor Executive Orders;
- b. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
- c. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders whether or not specifically referenced herein; and

41. **(Small and Minority Business, and Women's Business Enterprises)** Grantee and subcontractors shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this Paragraph;
- g. Pursuant to Executive Order No. 2008-12S, Grantee and subcontractors if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement.
- h. Pursuant to Executive Order No. 2008-13S, Grantee and subcontractors if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website: <http://www.das.ohio.gov/Eod/Edge/ProgOverview.pdf> and the list of State-certified MBE businesses may be found at <http://www.das.ohio.gov/Eod/EODMBDOff.htm>.

42. **(Smoke-free / Drug-free Workplace)** Grantee shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or subcontractors engaged in work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

43. **(Campaign Contributions)**

- a. Grantee affirms that, as applicable to Grantee, no party listed in Ohio Revised Code Division 3517.13(I), or 3517.13(J), or spouse of such party, has made, as an individual, within the two (2) previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the Governor or to the Governor's campaign committees.
- b. Grantee shall not use any grant monies awarded under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.
- c. Grantee shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

44. **(Soliciting Donations)** Grantee shall not use any grant monies awarded under this Agreement to solicit donations or memberships to Grantee's organization.

45. **(Self-Promotion)** Any use of or reference to, this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by Ohio EPA.

46. **(Conflicts of Interest and Vendor and Grantee Certification Language)**

- a. In the performance of this Agreement, neither Grantee nor any personnel of Grantee, shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or

in conflict with the discharge and fulfillment of his or her duties and obligations with respect to this Agreement.

- b. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this Paragraph shall immediately disclose his or her interest to the Grant Coordinator in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- c. In the performance of this Agreement, Grantee shall at all relevant times comply with Ohio Revised Code Section 102.04. Grantee shall also ensure that Grantee's employee(s), agent(s), representative(s), and/or subcontractor(s), comply with Ohio Revised Code Section 102.04..
- d. In the performance of this Agreement, any of the persons enumerated in this Paragraph who are not in conformity with Ohio Revised Code Section 102.04 shall immediately disclose said nonconformity to Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

47. **(Procurement)** Grantee shall employ its own procurement procedures, provided that said procedures comply with applicable state law and regulations.

48. **(Mailing List)** Grantee shall include the Grant Coordinator on all project mailing lists.

49. **(Interest Accrual)**

- a. Grantee may deposit grant monies awarded under this Agreement in interest bearing or non-interest bearing accounts. Grantee shall document any interest accrued on grant monies awarded under this Agreement in the quarterly Fiscal Report and fiscal portion of the Closing Reports required under this Agreement.
- b. Grantee shall promptly, but at least quarterly, remit any interest earned on advances to the Ohio EPA. The Grantee may keep interest amounts up to one hundred dollars (\$100.00) per year for administrative expenses.

50. **(Debarment and Suspension)** (Note: This provision is pursuant to 40 CFR Part 32, with the corresponding federal regulation cited in parenthesis.)

- a. By entering into this Agreement, Grantee hereby certifies, affirmatively represents and warrants to Ohio EPA, that Grantee and its principals are not excluded or disqualified from entering into covered transactions under 40 CFR Part 32. (40 CFR §32.300)
- b. Grantee agrees that if this certification, representation and warranty are deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid pursuant to this Agreement shall be immediately

repaid to Ohio EPA or an action for recovery may be immediately commenced by the State for recovery of said funds.

- c. Grantee shall comply with 40 CFR Part 32, Subpart C and convey the requirement to comply with said Subpart to each person with whom Grantee enters into a covered transaction at the next lower tier. (40 CFR § 32.330)
 - i. If at any time after entering into this Agreement, Grantee or its principals becomes excluded from entering into covered transactions under 40 CFR Part 32, Grantee shall so inform the Grant Coordinator in writing within seven (7) days of learning of such exclusion. Such exclusion may be cause for termination of this Agreement by Ohio EPA, at the discretion of the Director.
 - ii. Any Agreement in which a Grantee or its principal becomes excluded may not be renewed or extended (other than no-cost time extensions), unless the excluded persons are granted an exception by U.S. EPA under 40 CFR § 32.120. (40 CFR § 32.310)
- d. If at any time after entering into this Agreement, Grantee or its principal learns that Grantee or its principal failed to disclose information regarding exclusion or disqualification, Grantee shall so inform the Grant Coordinator in writing within seven (7) days of learning of such information. Such information may be cause of termination of this Agreement by Ohio EPA, at the discretion of the Director. (40 CFR § 32.365)
- e. Terms used in this Paragraph shall have the same meaning as in 40 CFR Part 32.

50a. **(Debarment)** Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Sections 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Ohio EPA any monies paid under this Agreement.

51. **(Patent or Copyright Infringement)** If applicable, Grantee shall report to the Grant Coordinator promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement on this Agreement. In the event of any claim or suit against the State, on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, Grantee shall furnish, within thirty (30) days, when requested in writing by the Grant Coordinator, all evidence and information in possession of Grantee pertaining to such suit or claim.

52. **(Documents to be Submitted at time of Signature)** Notwithstanding any other provision of this Agreement, at the time Grantee signs this Agreement and submits this Agreement to Ohio EPA for signature by the Director, Grantee shall submit the following documents:

- a. Grantee's Travel and Reimbursement Policy, if in existence;

- b. Grantees subcontracting policy when entering into a contract with a sole source supplier, or when not opening the contracting process to bids; and
- c. A copy of a written code of standards of conduct governing the performance of Grantees and its employees engaged in the award and administration of contracts.

Agreements submitted without the above documents will be considered as incomplete.

53. (Cost Incurred in Preparation of the Grant Application and Revisions Thereof) Cost incurred in the preparation of the grant application and any revisions thereof are not allowable costs.

54. (Certification Against Unresolved Findings for Recovery) Grantee represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC § 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and the Grantee shall immediately repay to the State any funds paid under this Agreement.

55. (Declaration Regarding Material Assistance/non-Assistance to a Terrorist Organization) To the extent required by Ohio Revised Code Section 2909.33, Grantee hereby represents and warrants to Ohio EPA that Grantee has not provided any material assistance, as that term is defined in Ohio Revised Code Division 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization." Grantee further represents and warrants that it has provided or will provide such to Ohio EPA or the Ohio Business Gateway prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Ohio EPA any funds paid under this Agreement.

56. (Certification of Sweatshop-Free Production) To the extent this Agreement involves the purchase of clothing, Grantee and subcontractors if any, are prohibited from purchasing or arranging for the clothing from any supplier that is in noncompliance with applicable laws, including, but not limited to, laws establishing standards for wages, occupational safety and work hours. Further, Grantee hereby represents and warrants that it is not using any sweatshop, as described by Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.

57. (Headings) The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

58. (Compliance with Executive Order 2011-12K) Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order

applies to all purchases of services made directly by an Executive Agency and services provided by Grantees and subcontractors of those providing services purchased by an Executive Agency.

By the signature affixed to this Grant, Grantee, unless exempted by the Executive Order, affirms that it understands and will abide by the requirements of Executive Order 2011-12K and shall disclose:

- a. The location(s) where all services will be performed by Grantee and any subcontractor;
- b. The locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored;
- c. Any shift in the location of any services being provided by Grantee or any subcontractor; and
- d. The principal location of business for Grantee and any subcontractor supplying services to the state under the Grant.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement, including the project work plan contained in the Grant Application, is current, accurate and complete, and that Grantee has the legal authority to apply for State and Federal assistance, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in the project work plan.

By signing below, Grantee further assures and certifies that Grantee has been advised of the requirements imposed upon Grantee by state and federal laws, rules regulations, and the provisions of this Agreement, as well as any supplemental requirements imposed by Ohio EPA.

OHIO ENVIRONMENTAL PROTECTION AGENCY
SURFACE WATER IMPROVEMENT FUND
GRANT AGREEMENT ~STATEWIDE
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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

(Grantee's Signature)

Date

Name and Title (Print)

Scott J. Nally
Ohio EPA Director

Date

APPENDIX A-Project Deliverables

City of Gahanna

Gahanna Woods Stormwater Basin

12SWIF-12

Objectives	Deliverables	Deliverable Units	Description
Stormwater Management Demonstration Practices	Execute Planning or Design Contracts	1 Contract	Successfully execute planning, design and/or construction contract with a firm qualified to survey, plan, design and install the proposed stormwater BMPs approved in this project
	Develop Final Design Documents	1 Plan	Successfully develop one set of planning and/or design documents that may be used to install the approved stormwater management BMPs being demonstrated by this project
	Execute Construction Contracts	1 Contract	Successfully execute planning, design and/or construction contract with a firm qualified to plan, design and install the proposed stormwater BMPs approved in this project
	Install Passive "Treatment Train" Systems	3 Systems	Install 3 passive treatment train systems to divert peak flows from the stream to a 3-stage wetland pond
	Construct Stormwater Treatment Wetlands	0.5 Acres	Construct 0.5 acres of stormwater treatment wetlands to decrease pollutant loading to the stream
	Other: Pedestrian Access Trail	800 Linear Feet	Install 800 linear feet of pedestrian access trail along the wetlands area
	Other: Stream Stabilization	550 Linear Feet	Install 550 linear feet of hydric soils to re-establish flood elevations for stabilization of stream
	Other: Wetland Vegetation	0.768 Acre	Plant approximately 0.768 acre of native vegetation in the wetlands area

APPENDIX A-Project Deliverables

City of Gahanna

Gahanna Woods Stormwater Basin

12SWIF-12

Education & Outreach	Develop Project Fact Sheet	1 Fact Sheet	The City will prepare and distribute a project specific fact sheet highlighting the features of the project and general benefits of effective stormwater management
	Conduct Public Meeting	1 Public Meeting	Conduct one project-specific public meeting highlighting the features of the project and soliciting public input and/or feedback from the community
	Develop Press Releases	1 Press Release	At least two project-specific news release will be provided to area media by the City of Gahanna
	Create/Maintain Website	1 Website	One project specific webpage will be added to the City of Gahanna website to inform the community about the project and benefits that are expected
	Install Project Signs	4 Signs	Four project-specific signs will be prepared and installed highlighting the features of the project
	Install Informational Kiosk	1 Kiosk	One informational kiosk will be installed onsite highlighting the benefits of this project
	Develop Newsletter	1 Newsletter	1 project-specific article will be prepared and published in a local newsletter of general distribution
	Submit semi-annual Technical Reports	4 Reports	Submit required reports to Ohio EPA at specified intervals
	Submit quarterly Fiscal Reports	8 Reports	
Project Reporting	Submit closing Fiscal Report	1 Report	
	Submit closing Technical Report	1 Report	

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APPENDIX B-Approved Budget

City of Gahanna

Village of Water Gahanna Woods Stormwater Basin

12SWIF-12

Budget Form Worksheets

Category	Category Totals
Personnel	\$0
Fringe	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$60,000
Other	\$0
Cost Share	\$0
Indirect	\$0
Total	\$60,000

Budget By Funding Source

Category	State	Local	Category Totals
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$60,000	\$0	\$60,000
Other	\$0	\$0	\$0
Cost Share	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$60,000	\$0	\$60,000



Environmental
Protection Agency

FFY12 Surface Water Improvement (SWIF) Award Summary

Award Name	FFY12 Surface Water Improvement Fund Grant
Project Title	Gahanna Woods Stormwater Basin
Project Number	12SWIF-12
Project Start Date	August 1, 2012
Project Closure Date	July 31, 2014
SubGrantee	City of Gahanna 200 South Hamilton Road Gahanna, Ohio 43230
SubGrantee I.D. No.	31-6400492
Project Contact:	Karl Wetherholt City of Gahanna 200 South Hamilton Road Gahanna, Ohio 43230 614-342-4050 karl.wetherholt@gahanna.gov
Grantor	Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049
Grant Coordinator	Martha Spurbeck Division of Surface Water Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049 614- 644-2869 martha.spurbeck@epa.state.oh.us
Amount Recommended	\$60,000
Project Location	Franklin County
Watershed	Souder Ealy Ditch