

2008 Litter Cleanup Grant Agreement

Ohio Department of Natural Resources - Division of Recycling & Litter Prevention

This Agreement is made and entered into by and between the Director of the Ohio Department of Natural Resources, through the Chief of the Division of Recycling & Litter Prevention, hereinafter referred to as the **Department**, and the **City of Gahanna (Franklin County)**, hereinafter referred to as the **Grantee**.

WITNESSETH THAT:

WHEREAS the **Grantee**, as authorized under Ohio Revised Code (ORC) Section 1502, has applied to the **Department** for grant funding to implement a **2008 Litter Cleanup Grant**, hereinafter referred to as the **2008 LCG**; and

WHEREAS the **Grantee** agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the **Grantee's 2008 LCG Application** and the **Department's 2008 LCG Application**; and

WHEREAS the **Grantee** has been authorized by its governing body to enter into an Agreement with the **Department** to administer said grant; and

WHEREAS **2008 LCG** funds in the amount of \$ **1,800** have been encumbered by Commitment Document Number _____. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The **Department** hereby awards to the **Grantee** a grant not to exceed \$ **1,800**, for the purpose of implementing a Litter Cleanup project detailed in the **Grantee's** application. Costs incurred by the **Grantee** for items that are not part of the approved budget or costs in excess of amounts specified in the approved budget, shall not be reimbursed by the **Department**. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed.
- II. The **Grantee** agrees to maintain and expend the required match.
- III. The **Department** shall pay to the **Grantee**, subject to cash availability, one hundred percent (100%) of its total grant award, to be used for project costs according to the **Grantee's** approved application.
- IV. The **Grantee** shall implement the project and manage the grant funds in accordance with the **Grantee's 2008 LCG Application** and **Department's 2008 LCG Application**.

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- V. The **Grantee** shall not discriminate against any employee or applicant for employment based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** will take affirmative action to ensure that applicants are employed, and that, during employment, employees are treated without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability (as defined in the ADA). Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111 and the Drug Free Workplace Act.
- VI. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or disability as defined in ADA.
- VII. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, with any other officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the state of Ohio or any of its officials and agencies.
- VIII. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- IX. Neither the **Grantee** nor its employees are public employees of the **Department** under federal and state law for tax, Workers' Compensation and retirement deduction purposes and that the **Grantee** has Workers' Compensation Coverage.
- X. The **Grantee** shall carry out and administer the **2008 LCG** according to all applicable federal, state and local laws and regulations, and the terms of this Agreement, as outlined in the **Department's 2008 LCG Application**.
- XI. The **Department** shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this grant. The **Grantee** shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State.

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- XII. In accordance with Executive Order 2008-01S, the **Grantee**, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2008-01S; (2) has reviewed and understands the Ohio ethics and conflict of interest laws as found in ORC Chapter 102 and in ORC Sections 2921.42 and 2921.43; and, (3) will take no action inconsistent with those laws or the Executive Order. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws and/or with Executive Order 2008-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Executive Order can be found at: <http://governor2.ohio.gov/Portals/0/ExecutiveOrder2008-01S.pdf>
- XIII. The **Grantee** hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of the ORC Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of ORC Section 3517.13.
- XIV. The **Grantee** affirmatively represents and warrants to the **Department** that it is not subject to a finding for recovery under ORC 9.24, or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the **Department** hereunder immediately shall be repaid to the **Department**, or an action for recovery immediately may be commenced by the **Department** for recovery of said funds.
- XV. If required to do so pursuant to ORC Section 2909.33 the **Grantee** hereby represents and warrants that the **Grantee**: (1) has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; (2) has obtained a current copy of the Terrorist Exclusion List; and, (3) truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio* and the **Grantee** immediately shall repay to the State any and all funds paid under this Agreement. Information and forms concerning the Declaration may be found at: www.homelandsecurity.ohio.gov/dma/dma_general_info.asp
- XVI. Implementation of the approved 2008 LCG project as outlined in the **Grantee's 2008 LCG** Approved Application and this Agreement, for which grant funds have been provided under this Agreement, shall not commence until the Agreement is signed by all parties or **April 1, 2008**, whichever is later. The **Department** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement.
- XVII. This Agreement shall terminate **May 31, 2008**. The **Department** reserves the right at any time after execution of this Agreement, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. In the event of such termination, the **Grantee** will be paid for approved expenditures incurred and for any noncancellable obligations properly incurred by the **Grantee** prior to termination.

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- XVIII. The **Grantee** reserves the right, at any time after execution of this Agreement, to terminate the grant, in whole or in part, upon written notification to the **Department**. In the event of such termination, the **Grantee** shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XIX. All unspent funds and/or unallowed expenditures shall be returned to the **Department** within forty-five (45) days of receiving notification of any termination. Any payment not received within forty-five days of the due date shall/may be turned over to the Attorney General for collection as a delinquent claim, and the (Lessee/Grantee) agrees to pay the **Department** all costs the **Department** incurs for delinquent collections by the Attorney General's office.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the Director of the Ohio Department of Natural Resources, provided that the Chief of the Division of Recycling & Litter Prevention and the **Grantee** have signed below, prior to the Director. The effective date of this Agreement is the date when the Director of the Ohio Department of Natural Resources signs this Agreement, or **April 1, 2008**, whichever date is later.

Grantee: **City of Gahanna (Franklin County)**

Award: **\$ 1,800**

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: _____ Date: _____

Authorized Official: *Tony Collins*

Ohio Department of Natural Resources Signatures

Signed: _____ Date: _____

*Derek H. Anderson, Chief
Division of Recycling & Litter Prevention*

Signed: _____ Date: _____

*Sean D. Logan, Director
Ohio Department of Natural Resources*